AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
May 2, 2017
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-59633** Discussion, consideration, and possible action regarding letters opposing SB 1338 and HB 3011.

B. **AI-59596** Resolution in support of House Bill 1598 related to the establishment of the Disaster Identification System for a State of Disaster

C. **AI-59646** Appointment of board member to represent the County of Hidalgo on the McAllen Tax Increment Reinvestment Zone Number One Board of Directors.

D. **AI-59647** Appointment of board member to represent the County of Hidalgo on the Pharr Tax Increment Reinvestment Zone Number One Board of Directors.

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

A. **AI-59516** DA's Office - Victim Assistance Program (VAP) Grant (1281):
Approval to submit a VAP Grant #2924301 budget adjustment to the Office of the Governor (OOG).

7. **HIDTA - Task Force:**

A. **AI-59531** Approval of Interfund Transfer from Hidalgo County Criminal District Attorney's HIDTA Task Force Chapter 59 fund (1251) to the Sheriff's Chapter 59 fund (1227) and Constable Pct. 3 Chapter 59 fund (1230).

B. **AI-59530** HIDTA Sharing US Treasury (1252)
Approval and authorization of interfund transfer from Hidalgo County HIDTA Task Force U.S. Treasury fund (1252) to the Sheriff's U.S. Treasury fund (1228) and the Constable Pct. 3 U.S. Treasury fund (1257) and the Constable Pct. 4 U.S. Treasury fund (1259) in the amount of $10,000.00 respectively.

8. **Constables:**

A. **AI-59590** Constable Pct. #1:
Requesting approval to process the following Invoice as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:
VENDOR: Dr. Gregorio Pina INVOICE# AMOUNT:$200.00 P.O. NUMBER 738861

B. **AI-59548** Constable Pct. #1:
1. Approval to accept the award for K9s4COPS grant.
2. Approval and authorization for County Judge, as authorized official, to sign terms and conditions agreement and any other required documents.

C. **AI-59537** Constable Pct. 2:
1. Authorization to accept the Approval Notice in reference to Operation Stonegarden FY 2016 for the amount of $75,000.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY 2016 Operation Stonegarden Grant.
5. Approval to appropriate the budget for Constable Pct. 2 Office portion of the FY 2016 Operation Stonegarden Grant in the amount of $75,000.00.

9. **Sheriff's Office:**

A. **AI-59591** 1. Authorization to accept the transfer of one Mine Resistant Ambush Protected 6 Wheeled (MRAP) vehicle under the State 1033 Program.
2. Authorization for County Judge, as authorized official, and Hidalgo County Sheriff to sign the Law Enforcement Agency Executive Order 13688 - Controlled Property Request Authorization form.
3. Authorization for pre-approval to include on the Controlled Property Request Authorization form the following items, if and when available from the State 1033 Program: one HMMWV (Humvee) vehicle and two cargo trucks.
4. Authorization for Hidalgo County Sheriff to sign other required documents.

B. **AI-59525** 1. Approval to accept the award for K9s4COPs grant.

2. Approval and authorization for County Judge, as authorized official, to sign terms and conditions agreement and any other required documents.

C. **AI-59347** 1. Approval of Memorandum of Understanding between the Hidalgo County Sheriff's Office and Edinburg Police Department reference to disposing of forfeited contraband, pursuant to Chapter 59 Texas Code of Criminal Procedure, in connection to Case No. C-8351-14-B.
2. Approval for Hidalgo County Sheriff to sign document (three original copies).

10. **Executive Office:**

A. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Update on ongoing county owned building construction, relocation and/or renovation repair projects
2) Emergency situations occurring since last agenda meeting

B. **AI-59597** Approval for the County Judge to sign a certificate for Clifton Higher Education Facilities Finance Corporation Education Revenue and Refunding Bonds (IDEA Public Schools), Series 2017, solely for the purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code.

C. **AI-59636** Approval to proceed with the implementation of the Hidalgo County Classification and Compensation Plan (Grade and Step Pay Plan) to include all County Departments and Offices as follows:
1) Approval of the revised Classification Plan Position List (Grade Order)
2) Approval of the Classification Pay Plan Table for the year 2017.
3) Approval to classify all county positions in accordance with items 1 & 2.

11. **Human Resources:**

A. **AI-59628** WIC (1292):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments.
2. Discussion, consideration, and approval to create the following part-time temporary positions not to exceed 13 weeks, effective May 22, 2017 through August 16, 2017.

Action	Dept./ Program	Position Title	Slot #	Budgeted Salary/ Hourly Rate
Create	350-020	Referral Resource Specialist I	0001	$4,680/yr. - $12.00/hr.
Create	350-020	Referral Resource Specialist I	0002	$4,680/yr. - $12.00/hr.
Create	350-020	Referral Resource Specialist I	0003	$4,680/yr. - $12.00/hr.
Create	350-020	Referral Resource Specialist I	0004	$4,680/yr. - $12.00/hr.

Create	350-020	Referral Resource Specialist I	0005	$4,680/yr. - $12.00/hr.
Create	350-020	Referral Resource Specialist I	0006	$4,680/yr. - $12.00/hr.
Create	350-020	Referral Resource Specialist I	0007	$4,680/yr. - $12.00/hr.
Create	350-020	Referral Resource Specialist I	0008	$4,680/yr. - $12.00/hr.

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

B. **AI-59518** JAG (1282)/Criminal Auxiliary Court (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval of the following personnel actions, effective 03/20/2017:

Action	Dept./ Program	Slot #	Position Title	Object Code	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
Change In Funding Source	115-047	G001 (Delete)	Court Coordinator	113	$49,162.00	$0.00
				115	$900.00	$0.00
	045-001	0006 (Create)	Court Coordinator	113	$0.00	$49,162.00
				115	$0.00	$900.00

3. Approval of interdepartmental transfer.

C. **AI-59522** Sheriff / Jail (1100) / Jail Commissary (2102):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 05/15/2017:

Action	Slot#	Dept./Program	Current Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Salary Adjustment / Increase	0021	280-001	Accountant IV	$28,920.00	$14,920.00
	0016	280-015		$24,645.00	$40,080.00
Create	0428	280-001	Program Manager I	$0.00	$49,920.00
Create	0429	280-001	Technician III	$0.00	$33,755.00
Delete / Longevity (delete)	0362	280-001	Procurement Specialist	$45,920.00	$0.00
				$900.00	$0.00
Delete	0424	280-001	Technician I	$24,960.00	$0.00

D. **AI-59231** 139th DC (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments.
2. Discussion, consideration, and approval of the following personnel action effective next full pay period, 5/15/2017:

Action	Dept./ Program	Slot#	Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
Salary Adjustment (Increase) / Add Allowance (Interpreter Pay)	003-001	0003	Bailiff	$45,092.00	$50,395.00
				$0.00	$6,000.00

3. Approval of intradepartmental transfer.

12. **Urban County:**

A. **AI-59641** Subject to Compliance with HB 1295, Requesting authorization and/or approval to enter into a Takeover Agreement with Western American Insurance Company. The Surety Company will be undertaking the completion of the Original Contract for CAS Companies, L.P. in accordance with the terms of the Performance Bond for the Hidalgo County Precinct #4 – Parks and Recreation Improvements – Sunflower Park.

B. **AI-59545** Presentation on the status of the Delta Area Connector/East Lateral Phase I, II and III by LeFevre Engineering & Management Consulting, LLC.

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

A. **AI-59536** Health Division:
Requesting authorization to submit the revalidation application to continue enrollment in Medicare, and approval for County Judge and County Treasurer to sign related forms and documents.

B. **AI-59453** Health & Human Services - TECE Grant (1293):
1. Requesting approval to accept the Texas Epidemiology Capacity Expansion grant contract #537-18-0322-00001 in the amount of $295,041.00 for the period of 09/01/2017 to 08/31/2019.
2. Requesting approval for County Judge to e-sign the TECE contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $295,041.00.
4. Requesting approval of the budget appropriation in the amount of $147,521.00 for the FY 18 grant period and $147,520.00 for the FY 19 grant period.
5. Discussion, consideration and approval of the following personnel actions:

Action	Dept./ Program	Slot#	Position Title	Proposed Budgeted Salary
Create	340-071-8	G001	Epidemiologist I	$51,500.00
Create	340-071-8	G002	Epidemiologist I	$55,620.00

6. Approval to transfer employee no. 212717 to Slot# G001 (340-071), effective 09/01/2017.
7. Approval to transfer employee no. 204153 to Slot# G002 (340-071), effective 09/01/2017.

C. **AI-59472** Requesting consideration and approval of the Interlocal Cooperation Agreement Between the County of Hidalgo and Mission Consolidated Independent School District. The purpose of the Agreement is Public Health Preparedness and Response.

D. **AI-59498** Requesting approval of the Memorandum of Understanding between the County of Hidalgo and Remote Area Medical. Remote Area Medical is equipped with assembly resources to provide and conduct public health emergency response services.

E. **Health Care Funding District:**

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

F. **Indigent Health Care Program:**

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

14. **Adult Probation:**

A. **AI-59539** February 2017
1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $4,490.00
2. Approval of appropriation of the DWI program income (GPI) in the amount of $4,490.00

March 2017
1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $2,208.00
2. Approval of appropriation of the DWI program income (GPI) in the amount of $2,208.00

15. **Facilities Management:**

A. **AI-59456** Facilities Management:
Requesting authority for County Judge to sign the Inspection Response Form (stating all violations cited have been corrected) from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers (ADA) for the following building:
Hidalgo County Autopsy Facility located at: 3100A S. Business 281, Edinburg, Texas 78539

16. **Community Service Agency:**

A. **AI-59604** Consideration and approval of a proclamation declaring May 2017 as Community Action Month

17. **IT Department:**

A. **AI-59255** Requesting approval of the following claim/invoices (U.S. Postal Rates) with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor:
Information Management Services
Invoice 21387 - 07/13/16 - $157.72
Invoice 07476 - 02/09/16 - $3,277.85
Invoice 07511 - 02/22/16 - $1,251.73
Invoice 07584 - 03/23/16 - $3,649.15
Invoice 07880 - 07/13/16 - $811.79

B. **AI-59617** COMMISSIONER PCT. 4
Authorization and approval to continue wireless service plan through the County's membership/participation with CONTRACT: DIR-TSO-3415 for VERIZON WIRELESS for the following:

Description:	User:	Service Plan:	MDN:
Continue cell phone service	Office Use	Nationwide Unl. Mins. Email&Data Unl+MHS N&W/M2M/MSG Unl. @ $69.99 + $5.00 taxes/fees per month	956-483-0602
Continue cell phone service	Office Use	Nationwide Unl. Mins. Email&Data Unl+MHS N&W/M2M/MSG Unl. @ $69.99 + $5.00 taxes/fees per month	956-483-0835

C. **AI-59608** DISTRICT ATTORNEY'S OFFICE / AUDITOR'S OFFICE
Authorization and approval to continue and purchase new service plan through the County's membership/participation with CONTRACT: DIR-TSO-3415 for VERIZON WIRELESS for the following:

Department:	Description:	User:	Service Plan:	MDN:
District Attorney's Office	New cell phone	Office Use	Nationwide Unl. Mins. Email&Data Unl+MHS N&W/M2M/MSG Unl. @ $69.99 + $3.00 taxes/fees per month	New
Auditor's Office	Continue Service	Office Use	4G Mobile Broadband Unl. @ $37.99 per month	956-358-1076
Auditor's Office	Continue Service	Office Use	4G Mobile Broadband Unl. @ $37.99 per month	956-587-2852

D. **AI-59479** Executive Office:
Authorization and approval for new wireless device service through the County's membership/participation with CONTRACT: DIR-TSO-3415 for VERIZON WIRELESS for the following:

Departments:	Quantity:	Description:	User:	Service Plan:	Equipment Cost:

Elections	1	Data Service(GPS)	Office Use	Machine to Machine Account Share 5MB @ $7.00/month	$0
Fac. Mgmt	3	Data Service(GPS)	Office Use	Machine to Machine Acct. Share 1MB@ 5.00/mo. (2) Machine to Machine Acct. Share 5MB@ 7.00/mo. (1)	$0

18. **Elections Administration:**

A. Discussion, consideration and action but not limited to Election updates.

B. **AI-59552** Approval of 2017 Full Contract for Election Services between Hidalgo County and the City of Elsa for their election to be held on May 6, 2017.

19. **WIC:**

A. **AI-59494** WIC-Summer Food Program (1292)
Requesting approval of the Budget Appropriation in the amount of $75,000.00.

20. **Planning Department:**

A. **AI-59488** 1. Preliminary Approval
a. L.C.J. Subdivision- Pct. 4 (Ruben De La Garza Hinojosa, Owner) (Canton Road & Cesar Chavez Road)
No. of Lots: 2 Single Family
Flood Zone: B
Drainage: Yes, reconstruction of Canton Road side ditch
ETJ: Yes, approved by the City of Edinburg.
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Canton Road.

b. Eduardo's No. 17 Subdivision- Pct. 3 (Aniceto Izaguirre, Owner) (Mile 6 North Road & Trosper Road)
No. of Lots: 78 Single Family
Flood Zone: X
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by the City of Mission.
Water: Yes, provided by Sharyland Water Supply Corporation
Sewer: Yes, Sanitary Sewer provided by City of Alton
Paved: Yes, Mile 6 North Road and 3 internal streets to be paved

2. Final Approval
a. Vel Ree Subdivision- Pct.4 (Edgar Vela, Owner) (El Rucio Road & U.S. Hwy 281)
No. of Lots: 2 Single Family
Flood Zone: C

Drainage: Yes, reconstruction of El Rucio Road side ditch
ETJ: No, Rural Area
Water: Yes, provided by City of Edinburg
Sewer: Yes, OSSF
Paved: Yes, El Rucio Road.

3. Final Approval With Financial Guarantee
a. Luz & Tomas Subdivision- Pct. 3 (Tomas De Leon, Owner) (Doffing Road & Mile 6 North Road)
No. of Lots: 1 Single Family
Flood Zone: X
Drainage: Yes, reconstruction of Doffing Road side ditch
ETJ: Yes, approved by the City of Mission.
Water: Yes, provided by Agua SUD
Sewer: Yes, Financial Guarantee 1 OSSF
Paved: Yes, Doffing Road.

b. Sol Subdivision- Pct. 1 (Luis Garcia, Owner) (Mile 4 North Road & Mile 2 East Road)
No. of Lots: 12 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System & construction of Drainage Ditch.
ETJ: No, Rural Area
Water: Yes, provided by Military Highway Water Supply
Sewer: Yes, Financial Guarantee 12 OSSF(S)
Paved: Yes, Mile 4 North Road and Mile 2 East Road.

21. Precinct #1 - Comm. Fuentes:

A. AI-59603 Resolution in honor of the Progreso Red Ants Boys Soccer Team.

22. Precinct #2 - Comm. Cantu:

A. AI-59632 Requesting approval of Amendment No. 1 to the Agreement with the San Juan Cemetery Association approved by CC 01/10/17 (AI#57923).

B. AI-59580 Requesting approval to accept counter offer to purchase a tract of land known as Parcel 1 for the Pct 2 LJ Drain Project.

C. AI-59464 Pct 2 Las Milpas Park Swimming Pool (1100):
Approval and authorization to increase the current change fund by $15.00 (from $10.00 to $25.00) for the Pct 2 Las Milpas Park Swimming Pool in accordance with Texas Local Government Code 130.902.

23. Precinct #3 - Comm. Flores:

A. AI-59583 1. Acceptance of resignation of Filomena Leo, board member from South Texas ISD Board
2. Appointment of member to South Texas ISD Board

B. **AI-59508** Requesting authorization to install 3 Way Stop signs at the Intersection of Mile 8 and Shary Rd.

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

A. **AI-59609** Presentation on FEMA status update

B. **AI-59626** 1. Acceptance of resignation of Louie Kieffer, board member of the Emergency Services District (ESD) #3 Board
2. Appointment of Travis Richards to the Emergency Services District (ESD) #3 Board

C. **AI-59501** Pct.4 Rd. Maint (1200):
1. Approval of 2016 certification of revenues by County Auditor of funds received from the Hidalgo County Drainage District No. 1 for reimbursements from the J-09 Drain Project.
2. Approval of 2017 appropriation of funds into Pct 4 Rd. Maint. in the amount of $145,522.04.

25. **Budget & Management:**

A. **AI-59652** Status update regarding the Hidalgo County Rural Subdivision Streetlight Pilot Program

B. **AI-59643** 2016 Operation Stonegarden (1284):
1. Ratification of Sheriff's Office grant acceptance date approved by CC on March 7, 2017, AI-58762, from 3/07/17 to 5/02/2017.
2. Ratification of Constable Pct. 1 grant acceptance date approved by CC on March 7, 2017, AI-58799, from 3/07/17 to 4/17/17.

C. **AI-59635** TXDOT-Pct 3:
Authorization to submit the Economically Disadvantaged County (EDC) Program Application and Affidavit for the FM494 (FM676-SH107) Project, CSJ 0864-01-068, with authority for County Judge to sign all required documentation.

D. **AI-59398** TXDOT Pct 1:
1. Discussion, consideration, and approval of Agreement to Contribute Right of Way Funds (Fixed Price) between Hidalgo County and Texas Department of Transportation (TXDOT) for the right of way acquisition for FM907 from Nolana Rd to IH-2 (CSJ: 1586-01-069) with authority for the County Judge to sign all required documentation.
2. Approval to issue check payable to the Texas Department of Transportation in the amount of $549.09 for the County's estimated share of right of way acquisitions for the FM907 Project, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor. (CSJ: 1586-01-069)

E. **AI-59546** TXDOT Pct 4 - FM1925 (Kenyon-FM907) (1315):
Discussion and action to authorize Valde Guerra, County Executive Officer, to sign certification of Tabulation of Utility Adjustments (SUP) for FM1925 ROW CSJ 1803-02-033.

F. **Budget Appropriations:**

1. AI-59386 Pct 4 Rd. Maint (1200):
A. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of McAllen for the road improvements to Mile 5 Road(Taylor-Ware).
B. Approval of 2017 appropriation of funds into Pct 4 Rd. Maint in the amount of $65,262.50.

26. **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 FORWARDED 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-59613 A. Action to cease negotiations with the number one [#1] ranked firm, the Dannenbaum Group in connection with Program Management Services for the Design & Construction of a New Hidalgo County Courthouse;

B. Approval to commence negotiations with the number two [#2] ranked firm of Jacobs [as shown on the original agenda item attached as supporting documentation] in connection with the provision of Program Management Services for he Design and Construction of a New Hidalgo County Courthouse;

C. Selection and/or designation of negotiation team members by HCCC.

B. **Pct. 1**

1. AI-59496 Presentation of the responsible vendor submitting the lowest and best bid [and meeting all specifications and requirements] for the purpose of award of bid to Benchmark Utility Contractors Inc., dba, Centex Trucking including approval of the contract for the project numbered and titled: RFB No. 2017-052-05-02 "Hauling Services for Millings", subject to compliance with HB1295 when and if applicable.

C. **Pct. 4**

1. AI-59629 Approval of ***Supplemental Agreement #1 to WA 3*** for "***Additional Services***" with an "***increase***" of ***($ 41,270.00)*** *revising the estimated total cost to* ***($ 89,360.00)*** as submitted by project engineer, **Halff Associates, Inc**., under (on call) Professional Services Agreement# C-16-188-05-10 for “Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings” (on an as needed basis) for: "job specific" Project: ***["MILO PONCE PARK***"] in ***Precinct 4.***

2. AI-59526 As directed by Precinct 4, requesting rescission of action taken by CC on 03/21/17 for Regular agenda #23.D.1. items A,B, & C (AI-59044), Selection/Ranking and Authority to Negotiate with the #1 firm selected, Quintanilla, Headley & Associates, Inc.for the provisions of (job specific) project: "engineering services" for: "Expansion of Mile 22.5 North Road ".

3. AI-59497 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a **"professional services";**

b. 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 **Professional Engineering Services** for: **"On Call" "Buildings Repairs, Renovations, Alterations, Additions** and/or **Other related Services to County Owned Buildings"** for projects located within **Hidalgo County Precinct No. 4;**

ENGINEERING FIRMS:

Firm	**HALFF & ASSOCIATES, INC.**	**CRUZ HOGAN CONSULTANTS, INC.**	**DOUCET & ASSOCIATES**
Score	97	95	93
Ranked			

c. Authority for the Purchasing Department to negotiate a Professional Services Agreement for the purposes of an **(*ON CALL*)- Engineering Services** for: **"Buildings Repairs, Renovations, Alterations, Additions and/or Other related Services to County Owned Buildings"** for projects located within **Hidalgo County Precinct 4,** with the No. 1 ranked firm _____ .

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

e. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of **Appraisal Firms** in connection to "***Professional Appraisal SERVICES*"** for: ***"MULTIPLE*" (*ON CALL*) Appraisal Services Agreements** for projects located within **Hidalgo County Precinct No. 4;**

APPRAISAL FIRMS:

Firm	**LEONEL GARZA JR. & ASSOCIATES, INC.**	**THE REAL ESTATE CENTER**	**SOUTHMOST APPRAISAL & COURT WITNESS**
Score	98	94	90
Ranked			

Firm	**APPRAISAL HAUS**	**THE REAL ESTATE CENTER**	**SOUTHMOST APPRAISAL & COURT WITNESS**
Score	98	94	90
Ranked			

f. Authority for the Purchasing Department to negotiate ***"multiple"*** Professional Services Agreement (s) for the purposes of **"On Call"-Appraisal Services** for projects located within **Hidalgo County Precinct 4**, with the (multiple) ranked firms: _____ & _____.

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

h. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Appraisal Firms in connection to Professional Appraisal Services for an: (**On Call) Appraisal Review Services** for projects located within **Hidalgo County Precinct No. 4;**

APPRAISAL REVIEW FIRMS:

Firms	**PROFESSIONAL APPRAISAL SERVICES, INC.**	**THE REAL ESTATE CENTER**	**SOUTHMOST APPRAISAL & COURT WITNESS**
Scores	98	94	90
Ranking			

i. Authority for the Purchasing Department to negotiate a Professional Services Agreement for the purposes of **(On Call) "Appraisal REVIEW Services"** for projects located within **Hidalgo County Precinct 4,** with the No. 1 ranked firm _____ .

4. AI-59459 Presentation of 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 No. 4 - "Hauling Services for Hot Mix" through project No.: 2017-056-04-12-FAZ and subject to HB 1295 when and if applicable.

5. AI-59458 Approval of correction to Change Order No. 1 in connection with Pct. 4 "Renovation at M Road Building" (C-16-321-10-04) **reflecting the increase of 160 Calendar Days** from Change Order Effective Date approved on 02/21/2017 under AI- 58608 which reflected only 60 days.

6. AI-59468 As required and directed by County Auditor staff to Precinct #4, Commissioners Court's approval of a clarification to Reg. AI#57773 [CC/12-13-16] in order to process payment of invoices for the following vendors:
A. Pavement Markings [PO#739727-$5,664.60] total length of project 3.5 miles and pro-rated as:
1. County Length 1.4 Miles=40% of $5,664.60 or $2,265.84 is County portion of expenditure;
2. City Length 2.1 Miles=60% or $5,664.60 or $3,398.76 [to be charged to Aid to Governments]
B. Frontera Materials Invoice [PO#739649/$17,540.36] entire amount is a County expenditure.

D. IT Department:

1. **AI-59543** A. Acceptance and approval to utilize and purchase through the National Cooperative Purchasing Alliance (NCPA)Contract #01-65 awarded vendor, Synnex Corporation's, authorized reseller, Richline Technical Services, LLC.;

   B. Acceptance and approval of proposal [detailed/attached herein] in the amount of $56,995.00 submitted by Richline Technical Services, LLC, [authorized reseller of NCPA awarded contractor, Synnex Corp.] reseller's vendor for the products and support of Hidalgo County's new video conferencing equipment [through submitted Requisition #315769 subject to compliance of HB 1295 when and if applicable.

E. Health & Human Services Dept.

1. **AI-59538** Request approval to purchase Ten Guardian 190 G4 Professional Mosquito Control Sprayers (Vector Control Equipment) from ADAPCO, INC. through Buyboard Contract 447-14 with each sprayer priced at $7,331.00 totaling $73,310.00 through submitted Requisition #340538 and subject to compliance with HB 1295 when and if applicable.

F. Sheriff's Office

1. **AI-59484** Presentation of "sealed quotes" received for the purpose of award and approval of contract documentation to the responsible vendor submitting the lowest and best quote [while meeting all specifications and/or requirements as attached hereto] but in no event to exceed the statutory bid threshold of $50K for: Hidalgo County SHERIFF'S OFFICE "DNA TESTING LAB SERVICES - RFSQ-2017-054-04-13-TDL"

G. District Attorney

1. **AI-59567** Requesting approval of Amendment #2 to construction contract # C-16-238-07-19 with Herrcon, LLC for the Construction of Space Pressure Control at the Autopsy Facility to reflect correct liquidated damages amount.

H. Co. Wide

1. **AI-59555** A. Requesting authority to Rescind action taken by CC on 4/18/17 thru Regular AI-59291 as it is in the best interest of the County to do so in order to have most common pre-cast safety end treatments available for end users;

   B. Presentation of the sole responsible vendor L & R Pre-Cast Concrete Works, Inc. submitting the lowest and best bid to a number of items [meeting all specifications and/or requirements-as detailed in the supporting documentation contained herein] for the purpose of award and approval of contract for the Request for Bids titled: Hidalgo County - "Pre-Cast Safety End Treatment" through project No.: 2017-047-04-05-FAZ including compliance with HB 1295 when and if applicable;

   C. Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirements agreement, etc.) as attached hereto for all other sizes still needed for which no bids were received: Hidalgo County "Pre-Cast Safety End Treatments" - RFB No.: 2017-047a-00-00-FAZ, including the

re-advertisement of project if necessary.

27. **Open Forum**

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-59533** CL-17-1754-B; Jose Andres De La Fuente v Valsev, LLC et al

D. **AI-59504** Claim of Lynda Faye Quiros-Dickerson

E. **AI-59653** C-1893-17-G; Sergio C. Venegas et al v Unifund CCR Partners et al

29. 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)

30. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-59534** CL-17-1754-B; Jose Andres De La Fuente v Valsev, LLC et al

D. **AI-59505** Claim of Lynda Faye Quiros-Dickerson

E. **AI-59654** C-1893-17-G; Sergio C. Venegas et al v Unifund CCR Partners et al

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

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

33. **Adjourn**

AI-59633 **County Judge's Office** **5. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and possible action regarding letters opposing SB 1338 and HB 3011.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 01:53 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Erika Reyna Started On: 04/28/2017 12:18 PM

Final Approval Date: 04/28/2017

AI-59596 **County Judge's Office** **5. B.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Resolution in support of House Bill 1598 related to the establishment of the Disaster Identification System for a State of Disaster

BACKGROUND

No fiscal impact

Fiscal Impact

CALENDAR YEAR: n/a **ACCT. #:** n/a

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

BUDGETARY IMPACT:

no budgetary impact.

Attachments

resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/27/2017 01:35 PM
Linda Flores	Linda Flores	04/27/2017 04:33 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Sandra Deleon		Started On: 04/27/2017 12:04 PM
Final Approval Date: 04/28/2017		

RESOLUTION IN SUPPORT OF HOUSE BILL 1598
RELATED TO THE ESTABLISHMENT OF THE DISASTER IDENTIFICATION SYSTEM FOR A STATE OF DISASTER

WHEREAS, Hidalgo County and their emergency management personnel take their responsibility to protect the health, welfare and safety of its residents during a disaster seriously; and

WHEREAS, House Bill 1598, authored by Representative Armando "Mando" Martinez and filed in the 85th Texas Legislature, is meant to establish a disaster identification system for a state of disaster; and

WHEREAS, Section 418.004 of the Government Code will be amended by adding an "illuminated display" which means a device that displays blue, green, red, and yellow colors or the color white and displays a flashing and a steady light; and

WHEREAS, upon an executive order or proclamation declaring a state of disaster, it will activate the disaster recovery and rehabilitation aspects of the state emergency management plan applicable to the area subject to the declaration; and

WHEREAS, it authorizes the deployment and use of any forces to which the plan applies and the use or distribution of any supplies, equipment, and materials or facilities assembled, stockpiled, or arranged to be made available; and

WHEREAS, in an area subject to a declaration of a state of disaster, a person may use an illuminated display to communicate with disaster relief personnel, which may patrol the designated disaster area by air or ground at night to locate persons with activated illuminated displays ; and

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court supports House Bill 1598 which establishes a disaster identification system for a state of disaster that would greatly improve the ability of emergency response personnel to locate victims during a disaster event.

Approved this 2nd day of May, 2017.

RAMON GARCIA
County Judge

DAVID L. FUENTES
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-59646 **County Judge's Office** **5. C.**

CC - REGULAR

Meeting Date: 05/02/2017

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

Department: COUNTY JUDGE

Information

CAPTION

Appointment of board member to represent the County of Hidalgo on the McAllen Tax Increment Reinvestment Zone Number One Board of Directors.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 03:27 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Virginia Jones		Started On: 04/28/2017 02:52 PM
Final Approval Date: 04/28/2017		

AI-59647 **County Judge's Office** **5. D.**

CC - REGULAR

Meeting Date: 05/02/2017

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

Department: COUNTY JUDGE

Information

CAPTION

Appointment of board member to represent the County of Hidalgo on the Pharr Tax Increment Reinvestment Zone Number One Board of Directors.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 03:32 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Virginia Jones		Started On: 04/28/2017 02:55 PM
Final Approval Date: 04/28/2017		

AI-59516 **District Attorney** **6. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA's Office - Victim Assistance Program (VAP) Grant (1281):
Approval to submit a VAP Grant #2924301 budget adjustment to the Office of the Governor (OOG).

BACKGROUND

Approval to reallocate funds within the VAP categorical budget.
This will reallocate funds but will not increase or decrease the amount of the grant.
Approval to accept grant AI#51339 9/29/2015.

Fiscal Impact

CALENDAR YEAR: SEE BELOW **ACCT. #:** 7-1281-412-00-080-017-5-XXX

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

BUDGETARY IMPACT:

Funds available as of 04/21/2017.

Grant Fiscal Year: 2015
County Calendar Year: 2017

Program Fund: VA-Victims of Crime Act Formula Grant Program - OOG

Attachments

Original Budget
BUDGET
Salary Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2017 11:18 AM
Human Resources	Diana Munoz	04/26/2017 08:33 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Ramiro Sendejo		Started On: 04/21/2017 10:22 AM
Final Approval Date: 04/28/2017		

Print This Page

Agency Name: Hidalgo County
Grant/App: 2924301 **Start Date:** 9/1/2015 **End Date:** 9/30/2017

Project Title: Hidalgo County DA's Office-Victim Assistance Program
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Advocate	Advocate I- prepares victims for interview; provides assessment of victim and family needs and makes appropriate referrals for on-site or off-site services including medical, mental health, crime victims assistance, VINE, etc.; may debrief victim after interview to assess immediate mental/emotional state; may provide immediate crisis intervention counseling or refer to mental health specialist as needed. Base Salary: $33,260 + Fringe Benefits $12,281.63 = $45,541.63. Fringe Benfits Breakdown= Health Insurance $5928, Life Inusurance $37.56 ,FICA $2,544.39, Retirement $3,535.54, Unemployment $199.56 , Workers Comp $36.99= $12,281.63; POSITION START DATE: 11/30/15, EMPLOYEE'S INITIALS:B.F.	$69,572.87	$17,393.22	$0.00	$0.00	$86,966.09	100
Personnel	Advocate	Family Advocate 2 - prepares victims for interview; provides assessment. of victim and family needs and makes appropriate referrals for on-site and/or off-site services including medical, mental health, crime victims assistance, VINE, etc.; may debrief victim after interview to assess immediate mental/emotional state	$67,972.87	$16,993.22	$0.00	$0.00	$84,966.09	100

		of child (and family) and if child (or family) is assessed to be in emotional crisis may provide immediate crisis intervention counseling or refer to mental health specialist. . Base Salary: $33,260 + Fringe Benefits $12,281.63 = $45,541.63. Fringe Benfits Breakdown= Health Insurance $5928, Life Inusurance $37.56 ,FICA $2,544.39, Retirement $3,535.54, Unemployment $199.56 , Workers Comp $36.99= $12,281.63; POSITION START DATE: 12/14/15, EMPLOYEE'S INITIALS:A.Q.						
Personnel	Attorney	The attorney will dedicate 100% of the time overseeing the advocates and will provide guidance on legal procedures; will assist victims in securing rights and services from other agencies; will provide intervention with employers, creditors and others on behalf of the victim; and will provide other general information on rights and remedies available to the victim. Attorney will not be prosecuting cases. Base Salary $51,800 + Fringe Benefits $15,802.38= $67,602.38 Fringe Benefits Breakdown= Health Insurance $5,928, Life Insurance $37.56, FICA $3,962.70, Retirement $5,506.34, Unemployment $310.80, Workers Comp $ 56.98= $15,802.38; POSITION START DATE: 1/25/2016 END DATE 8/22/2016, EMPLOYEE'S INITIALS:A.G.	$36,030.29	$9,007.57	$0.00	$0.00	$45,037.86	100
Personnel	Attorney	The attorney will dedicate 100% of the time overseeing the advocates and will provide guidance on legal procedures; will assist victims in securing rights and services from other agencies; will provide intervention with employers,	$5,765.38	$1,441.35	$0.00	$0.00	$7,206.73	100

		creditors and others on behalf of the victim; and will provide other general information on rights and remedies available to the victim. Attorney will not be prosecuting cases. Base Salary $51,800 + Fringe Benefits $15,802.38= $67,602.38 Fringe Benefits Breakdown= Health Insurance $5,928, Life Insurance $37.56, FICA $3,962.70, Retirement $5,506.34, Unemployment $310.80, Workers Comp $ 56.98= $15,802.38; POSITION START DATE: 9/20/2016 END DATE 10/25/2016, EMPLOYEE'S INITIALS:J.D.						
Personnel	Attorney	The attorney will dedicate 100% of the time overseeing the advocates and will provide guidance on legal procedures; will assist victims in securing rights and services from other agencies; will provide intervention with employers, creditors and others on behalf of the victim; and will provide other general information on rights and remedies available to the victim. Attorney will not be prosecuting cases. Base Salary $51,800 + Fringe Benefits $15,802.38= $67,602.38 Fringe Benefits Breakdown= Health Insurance $5,928, Life Insurance $37.56, FICA $3,962.70, Retirement $5,506.34, Unemployment $310.80, Workers Comp $ 56.98= $15,802.38; POSITION START DATE: 1/9/2017 - PRESENT, EMPLOYEE'S INITIALS: D.G.	$59,698.41	$14,924.61	$0.00	$0.00	$74,623.02	100
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Three IP Phones(Office phones), plus licenses and support. These Office phones are to replace older phones that have become obsolete. Office phones will be assign and used by each employee working under this grant; One for the attorney and one for	$960.00	$240.00	$0.00	$0.00	$1,200.00	0

		each of the two advocate. Phones are needed to communicate with victims and law enforcement agencies on a daily basis, also will be used for other communications to help the victims. Cost of each phone system plus support cost $400.00						
Supplies and Direct Operating Expenses	Desktop System and Accessories ($5,000 or less per unit)	Three Computer Systems to replace computers that have become obsolete. Each computer system consist of the following items; One (1)Computer Tower, One (1)LED Monitor, One (1)Printer. Each Computer System will be assign to the employees working under this grant; One for the attorney and one for each of the two advocates. Computers are needed for documentation, storage and analysis of victims data. Each Computer Systems has a cost of $1,166.66.	$2,800.00	$700.00	$0.00	$0.00	$3,500.00	0
Supplies and Direct Operating Expenses	Desktop System and Accessories ($5,000 or less per unit)	One Computer System, which consist of the following: One LED Monitor, One Computer Tower and One Printer. This Computer system will be placed at the receptionist desk which is located in our New Safe Room.	$880.73	$220.18	$0.00	$0.00	$1,100.91	0
Travel and Training	In-State Incidentals and/or Mileage	Mileage and Incidentals for two advocates and a attorney when required to travel to attend seminars/training for Crime Victims. BREAKDOWN OF ESTIMATED TRAVEL INCIDENTALS/MILEAGE AS FOLLOWS: $85.00 for mileage & parking for both Advocates; $165.00 for mileage & parking for Attorney; Total Estimated travel incidentals/mileage expenditures $250.00.	$200.00	$50.00	$0.00	$0.00	$250.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel to attend seminars/training for two advocates and a attorney for Crime Victims. Also travel to attend seminars in order to meet the required	$1,400.00	$350.00	$0.00	$0.00	$1,750.00	0

		CLE hours for the attorney. BREAKDOWN OF ESTIMATED EXPENSES AS FOLLOWS: Registration for both Advocates, B.F. and A.Q. $650.00 ($325.00 each); Hotel stay for Three (3) nights for both Advocates $307.00; Registration for Attorney D.G. $350.00; Hotel stay for two (2) nights for Attorney $443.00; Total estimated travel expenditures $1,750.00						
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture ($5,000 or less per unit)	One Endorse Three-Seat Lounge chair	$1,028.14	$257.04	$0.00	$0.00	$1,285.18	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Endorse Single Seat Lounge chair	$571.32	$142.83	$0.00	$0.00	$714.15	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Ignition Two Seat Lounge chair	$460.67	$115.17	$0.00	$0.00	$575.84	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Ignition Three-Seat Lounge chair	$579.00	$144.75	$0.00	$0.00	$723.75	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	Four Olson Stacker Chairs ($313.13 each)	$1,002.02	$250.50	$0.00	$0.00	$1,252.52	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Flock 36" Round Top Table	$148.30	$37.08	$0.00	$0.00	$185.38	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued	One X base for 36" Round Top Table	$218.61	$54.65	$0.00	$0.00	$273.26	0

	Under $1,000)							
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	Twenty Ignition Single Seat Lounge Chairs at $209.91 each.	$3,358.56	$839.64	$0.00	$0.00	$4,198.20	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Multisection Storage	$420.00	$105.00	$0.00	$0.00	$525.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Youth Seating set 4 piece	$520.00	$130.00	$0.00	$0.00	$650.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Rect Table Resin 48".	$172.80	$43.20	$0.00	$0.00	$216.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Canvas Book Display	$88.00	$22.00	$0.00	$0.00	$110.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One 3-in-1 art easel	$63.20	$15.80	$0.00	$0.00	$79.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Bilingual Circletime Rug	$387.14	$96.78	$0.00	$0.00	$483.92	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office Supplies -- paper, postage, post it, pens, paper clips, calculator.	$6,481.72	$1,620.44	$0.00	$0.00	$8,102.16	0
Supplies and Direct Operating Expenses	Printer, Fax, and/or Scanner Equipment and Accessories	Three Document Scanners. Scanners are needed to scan documents victims fill out and photos of victims injuries.	$1,200.00	$300.00	$0.00	$0.00	$1,500.00	0

	($5,000 or less per unit)	Scanning of these items facilitates storage, analysis and communications with local agencies. Each scanner will be assign to employees working under this grant; One for the attorney and One for each of the two advocates. Each scanner has a cost of $500.00						
Supplies and Direct Operating Expenses	Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	One Fax Machine to be used in the Crime Victims section.	$239.99	$60.00	$0.00	$0.00	$299.99	0
Supplies and Direct Operating Expenses	Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	Equipment use fees. Lease of copier @ $211.50 a month for the remaining seven months in current fiscal year.	$1,184.40	$296.10	$0.00	$0.00	$1,480.50	0
Supplies and Direct Operating Expenses	Television / Video System and Accessories ($5,000 or less per unit)	One 55" Television and One 32" Television with mounting accessories; both to be placed in the Safe Room for Crime Victims waiting area.	$1,071.62	$267.90	$0.00	$0.00	$1,339.52	0

You are logged in as **User Name**: HidalgoCDA

Print This Page

Agency Name: Hidalgo County
Grant/App: 2924301 **Start Date:** 9/1/2015 **End Date:** 9/30/2017

Project Title: Hidalgo County DA's Office-Victim Assistance Program
Status: Pending Grantee Certification

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Advocate	Advocate I- prepares victims for interview; provides assessment of victim and family needs and makes appropriate referrals for on-site or off-site services including medical, mental health, crime victims assistance, VINE, etc.; may debrief victim after interview to assess immediate mental/emotional state; may provide immediate crisis intervention counseling or refer to mental health specialist as needed. Base Salary: $33,260 + Fringe Benefits $12,281.63 = $45,541.63. Fringe Benfits Breakdown= Health Insurance $5928, Life Inusurance $37.56 ,FICA $2,544.39, Retirement $3,535.54, Unemployment $199.56 , Workers Comp $36.99= $12,281.63; POSITION START DATE: 11/30/15, EMPLOYEE'S INITIALS:B.F.	$69,972.87	$17,493.22	$0.00	$0.00	$87,466.09	100
Personnel	Advocate	Family Advocate 2 - prepares victims for interview; provides assessment. of victim and family needs and makes appropriate referrals for on-site and/or off-site services including medical, mental health, crime victims assistance, VINE, etc.; may debrief victim after interview to assess immediate mental/emotional state of child (and family) and if child (or family) is assessed to be in emotional crisis may provide immediate crisis intervention counseling or refer to mental health specialist. . Base Salary: $33,260 + Fringe Benefits $12,281.63 = $45,541.63. Fringe Benfits Breakdown= Health Insurance $5928, Life Inusurance $37.56 ,FICA $2,544.39, Retirement $3,535.54, Unemployment $199.56 , Workers Comp $36.99= $12,281.63; POSITION START DATE: 12/14/15, EMPLOYEE'S INITIALS:A.Q.	$68,452.87	$17,113.22	$0.00	$0.00	$85,566.09	100
Personnel	Attorney	The attorney will dedicate 100% of the time overseeing the advocates and will provide guidance on legal procedures; will assist victims in securing rights and services from	$36,030.29	$9,007.57	$0.00	$0.00	$45,037.86	100

		other agencies; will provide intervention with employers, creditors and others on behalf of the victim; and will provide other general information on rights and remedies available to the victim. Attorney will not be prosecuting cases. Base Salary $51,800 + Fringe Benefits $15,802.38= $67,602.38 Fringe Benefits Breakdown= Health Insurance $5,928, Life Insurance $37.56, FICA $3,962.70, Retirement $5,506.34, Unemployment $310.80, Workers Comp $ 56.98= $15,802.38; POSITION START DATE: 1/25/2016 END DATE 8/22/2016, EMPLOYEE'S INITIALS:A.G.						
Personnel	Attorney	The attorney will dedicate 100% of the time overseeing the advocates and will provide guidance on legal procedures; will assist victims in securing rights and services from other agencies; will provide intervention with employers, creditors and others on behalf of the victim; and will provide other general information on rights and remedies available to the victim. Attorney will not be prosecuting cases. Base Salary $51,800 + Fringe Benefits $15,802.38= $67,602.38 Fringe Benefits Breakdown= Health Insurance $5,928, Life Insurance $37.56, FICA $3,962.70, Retirement $5,506.34, Unemployment $310.80, Workers Comp $ 56.98= $15,802.38; POSITION START DATE: 9/20/2016 END DATE 10/25/2016, EMPLOYEE'S INITIALS:J.D.	$5,765.38	$1,441.35	$0.00	$0.00	$7,206.73	100
Personnel	Attorney	The attorney will dedicate 100% of the time overseeing the advocates and will provide guidance on legal procedures; will assist victims in securing rights and services from other agencies; will provide intervention with employers, creditors and others on behalf of the victim; and will provide other general information on rights and remedies available to the victim. Attorney will not be prosecuting cases. Base Salary $51,800 + Fringe Benefits $15,802.38= $67,602.38 Fringe Benefits Breakdown= Health Insurance $5,928, Life Insurance $37.56, FICA $3,962.70, Retirement $5,506.34, Unemployment $310.80, Workers Comp $ 56.98= $15,802.38; POSITION START DATE: 1/9/2017 - PRESENT, EMPLOYEE'S INITIALS: D.G.	$45,612.63	$11,402.70	$0.00	$0.00	$57,015.33	100
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Three IP Phones(Office phones), plus licenses and support. These Office phones are to replace older phones that have become obsolete. Office phones will be assign and used by each employee working	$960.00	$240.00	$0.00	$0.00	$1,200.00	0

		under this grant; One for the attorney and one for each of the two advocate. Phones are needed to communicate with victims and law enforcement agencies on a daily basis, also will be used for other communications to help the victims. Cost of each phone system plus support cost $400.00						
Personnel	Clerk	Receptionist/Intake Clerk-will provide victims with information of their cases answer Victims Unit main lines, mail out victim notifications, prepare victim intake files, clerical duties, such as copies, faxes, provide safety plans and resource brochures to victims. Base Salary $11,423.17 + Fringe Benefits $5,169.93 = $16,593.10. Fringe Benefits Breakdown = Health Insurance $2,887.50;Life Insurance $17.22;FICA $873.87;Retirement $1,310.24;Unemployment $68.54;Workers comp $12.57. POSITION START DATE: NEW HIRE, EMPLOYEE'S INITIALS: NEW HIRE	$13,274.48	$3,318.62	$0.00	$0.00	$16,593.10	100
Supplies and Direct Operating Expenses	Desktop System and Accessories ($5,000 or less per unit)	Three Computer Systems to replace computers that have become obsolete. Each computer system consist of the following items; One (1)Computer Tower, One (1)LED Monitor, One (1)Printer. Each Computer System will be assign to the employees working under this grant; One for the attorney and one for each of the two advocates. Computers are needed for documentation, storage and analysis of victims data. Each Computer Systems has a cost of $1,166.66.	$2,800.00	$700.00	$0.00	$0.00	$3,500.00	0
Supplies and Direct Operating Expenses	Desktop System and Accessories ($5,000 or less per unit)	One Computer System, which consist of the following: One LED Monitor, One Computer Tower and One Printer. This Computer system will be placed at the receptionist desk which is located in our New Safe Room.	$880.73	$220.18	$0.00	$0.00	$1,100.91	0
Travel and Training	In-State Incidentals and/or Mileage	Mileage and Incidentals for two advocates and a attorney when required to travel to attend seminars/training for Crime Victims. BREAKDOWN OF ESTIMATED TRAVEL INCIDENTALS/MILEAGE AS FOLLOWS: $85.00 for mileage & parking for both Advocates; $165.00 for mileage & parking for Attorney; Total Estimated travel incidentals/mileage expenditures $250.00.	$881.38	$220.34	$0.00	$0.00	$1,101.72	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel to attend seminars/training for two advocates and a attorney for Crime Victims. Also travel to attend seminars in order to meet the required CLE hours for the attorney. BREAKDOWN OF ESTIMATED EXPENSES AS FOLLOWS: Registration for both Advocates, B.F. and A.Q. $650.00	$2,286.48	$571.62	$0.00	$0.00	$2,858.10	0

		($325.00 each); Hotel stay for Three (3) nights for both Advocates $307.00; Registration for Attorney D.G. $350.00; Hotel stay for two (2) nights for Attorney $443.00; Total estimated travel expenditures $1,750.00						
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture ($5,000 or less per unit)	One Endorse Three-Seat Lounge chair	$1,028.14	$257.04	$0.00	$0.00	$1,285.18	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Endorse Single Seat Lounge chair	$928.31	$232.56	$0.00	$0.00	$1,160.87	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Ignition Two Seat Lounge chair	$460.67	$115.17	$0.00	$0.00	$575.84	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Ignition Three-Seat Lounge chair	$579.00	$144.75	$0.00	$0.00	$723.75	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	Two Pagoda 4070 chairs	$1,002.02	$250.50	$0.00	$0.00	$1,252.52	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Flock 36" Round Top Table	$148.30	$37.08	$0.00	$0.00	$185.38	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One X base for 36" Round Top Table	$218.61	$54.65	$0.00	$0.00	$273.26	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	Twenty Ignition Single Seat Lounge Chairs at $217.52 each.	$3,480.32	$870.08	$0.00	$0.00	$4,350.40	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture	One Multisection Storage	$420.00	$105.00	$0.00	$0.00	$525.00	0

	(Valued Under $1,000)							
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Youth Seating set 4 piece	$520.00	$130.00	$0.00	$0.00	$650.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Rect Table Resin 48".	$172.80	$43.20	$0.00	$0.00	$216.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Canvas Book Display	$88.00	$22.00	$0.00	$0.00	$110.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One 3-in-1 art easel	$63.20	$15.80	$0.00	$0.00	$79.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under $1,000)	One Bilingual Circletime Rug	$387.14	$96.78	$0.00	$0.00	$483.92	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office Supplies -- paper, postage, post it, pens, paper clips, calculator.	$4,366.41	$1,091.60	$0.00	$0.00	$5,458.01	0
Supplies and Direct Operating Expenses	Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	Three Document Scanners. Scanners are needed to scan documents victims fill out and photos of victims injuries. Scanning of these items facilitates storage, analysis and communications with local agencies. Each scanner will be assign to employees working under this grant; One for the attorney and One for each of the two advocates. Each scanner has a cost of $500.00	$1,200.00	$300.00	$0.00	$0.00	$1,500.00	0
Supplies and Direct Operating Expenses	Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	One Fax Machine to be used in the Crime Victims section.	$239.99	$60.00	$0.00	$0.00	$299.99	0
Supplies	Printer,	Equipment use fees. Lease of	$1,184.40	$296.10	$0.00	$0.00	$1,480.50	0

and Direct Operating Expenses	Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	copier @ $211.50 a month for the remaining seven months in current fiscal year.						
Supplies and Direct Operating Expenses	Television / Video System and Accessories ($5,000 or less per unit)	One 55" Television and One 32" Television with mounting accessories; both to be placed in the Safe Room for Crime Victims waiting area.	$1,071.62	$267.90	$0.00	$0.00	$1,339.52	0

You are logged in as **User Name**: HidalgoCDA

CRIM DA - CJD-VAP

Salaries Analysis Worksheet

as of 04/27/17

Acct No: 7-1281-412-00-080-017-5-XXX CJD-VAP

ACTUAL

Object Code	Acct. Description	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
113	Regular Full-Time	$4,916.27	12.0	$58,995.24	$76,175.05	$17,179.81
211	Health	$783.61	11.0	$8,619.71	$8,501.85	($117.86)
212	Life	$10.89	6.0	$65.34	$57.79	($7.55)
220	FICA	$371.40	12.0	$4,456.80	$6,492.17	$2,035.37
230	Retirement	$563.90	12.0	$6,766.80	$7,625.62	$858.82
250	Unemployment	$21.63	12.0	$259.56	$660.37	$400.81
260	Workers Comp	$5.41	12.0	$64.92	$5.63	($59.29)
TOTAL		**$6,673.11**	**-**	**$79,228.37**	**$99,518.48**	**$20,290.11**

*Expenditures based on **actual** not budgeted.

Please note:

Longevity pay & Health Ins = 24 pay periods (twice a month)
Life Ins = 12 pay periods (once a month)
All others = 26 pay periods

AI-59531 **HIDTA - Task Force** **7. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Maria Del Rosario Gonzalez, HIDTA

Submitted By: Maria Del Rosario Gonzalez, HIDTA

Department: HIDTA

Information

CAPTION

Approval of Interfund Transfer from Hidalgo County Criminal District Attorney's HIDTA Task Force Chapter 59 fund (1251) to the Sheriff's Chapter 59 fund (1227) and Constable Pct. 3 Chapter 59 fund (1230).

BACKGROUND

As per Memorandums of Understanding (CC approved 04/18/17/ AI#59277) between HIDTA with the Sheriff's Dept. and Constable Precinct 3, HIDTA agreed to share percentage forfeited proceeds generated from joined investigating/seizures.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-12XX-XXX-0X-XX0-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds are available as of 4/24/17.

Attachments

ICA

ICA

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/25/2017 08:43 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 04/24/2017 04:18 PM

Final Approval Date: 04/28/2017

STATE OF TEXAS §
§
HIDALGO COUNTY §

INTERLOCAL AGREEMENT BETWEEN HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) TASK FORCE AND HIDALGO COUNTY SHERIFF'S DEPARTMENT

WHEREAS, this agreement is entered into by and between the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY SHERIFF'S DEPARTMENT** hereinafter referred to as **"HIDTA"** and **"SHERIFF'S DEPARTMENT."**

WHEREAS, the **HIDTA** and the **SHERIFF'S DEPARTMENT** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDTA** and the **SHERIFF'S DEPARTMENT** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDTA** and

WHEREAS, the **SHERIFF'S DEPARTMENT** has and will continue to assist the **HIDTA** during law-enforcement operations.

THEREFORE, the parties hereto agree as follows:

1. **SHERIFF'S DEPARTMENT** will provide K9 narcotic detecting services when and if possible during law-enforcement operations conducted by the HIDTA whenever canine services are required.

2. **HIDTA** agrees to and shall pay the **OVERTIME** incurred by the assigned **K-9 DEPUTY SHERIFF** while working HIDTA investigations and approved by HIDTA command staff.

    a. Actual hourly overtime cost shall not exceed $10,000 per fiscal year and shall be calculated in accordance with the overtime provisions of the Federal Fair Labor Standards Act.

3. **HIDTA** shall present to the **SHERIFF'S DEPARTMENT** an annual sum of ten thousand dollars ($10,000.00).

    a. The amount of ten thousand dollars ($10,000.) shall solely be used for law enforcement purposes by the **SHERIFF'S DEPARTMENT** as set forth under the U.S. Department of Justice "*A Guide to Equitable Sharing of Federally Property for State and Local Law Enforcement Agencies*."

4. **HIDTA** may conduct investigation that may result in asset forfeitures, the proceeds of which may be distributed among participating agencies in shared cases.

   a. For investigations initiated by **HIDTA**, where the assigned **DEPUTY SHERIFF K-9 UNIT** provided assistance, the sharing of proceeds will be based on a percentage of man-hours contributed by **DEPUTY SHERIFF** in the investigation. The percentage of shared assets shall be determined from liquidated assets by **HIDTA** commander.

   b. For investigation initiated by the **DEPUTY SHERIFF K-9 UNIT** as part of his/her responsibilities with **HIDTA,** and where other task force members provided assistance in the investigation, the sharing of proceeds will be based on the percentage of task force man-hours contributed by the participating agency in the investigation. The percentage of shared assets in these cases shall be determined form liquidated assets by the **HIDTA** commander.

   b. The terms apply only to the distribution of property and proceeds awarded in connection with the **DEPUTY SHERIFF K-9 UNIT** participation in investigation conducted by HIDTA, and do not bind **HIDTA** or **SHERIFF'S DEPARTMENT** to any other matters involving the sharing and distribution of proceeds of contraband forfeitures.

This agreement becomes effective on the Date it is signed by both parties. It remains in effect unless terminated, by either party. This agreement can be terminated upon thirty (30) days written notice.

COUNTY OF HIDALGO

By: _____ 7/21/15
Ramon Garcia, County Judge — Date

By: _____ 7/02/15
Ricardo Rodriguez, District Attorney — Date

By: _____ 6/22/15
J.E. "Eddie" Guerra, Sheriff — Date

By: _____ 6/23/15
Jose V. Delgado, HIDTA Commander — Date

APPROVED BY
COMMISSIONERS' COURT
ON: 7/21/15

APPROVED AS TO FORM:
Hidalgo County District Attorney's Office
By: _____ Date: 7/21/15

STATE OF TEXAS §
§
HIDALGO COUNTY §

INTERLOCAL AGREEMENT BETWEEN HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) TASK FORCE AND HIDALGO COUNTY CONSTABLE PRECINCT 3

WHEREAS, this agreement is entered into by and between the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY CONSTABLE PRECINCT 3** hereinafter referred to as **"HIDTA"** and **"CONSTABLE."**

WHEREAS, the **HIDTA** and the **CONSTABLE** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDTA** and the **CONSTABLE** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDTA** and

WHEREAS, the **CONSTABLE** has and will continue to assist the **HIDTA** during law-enforcement operations.

THEREFORE, the parties hereto agree as follows:

1. **CONSTABLE** shall assign a **DEPUTY CONSTABLE** with a marked unit to **HIDTA** and shall remain responsible for payment of assigned **DEPUTY CONSTABLE'S** ordinary salary, fringe benefits, and non-HIDTA overtime expenses, and any non-HIDTA related travel or per diem expenses. After initial assignment by **CONSTABLE**, any change in the assigned **DEPUTY CONSTABLE** must be agreed to in writing by the **HIDTA** commander and executed as an addendum to this Agreement.

2. **HIDTA** agrees to and shall pay the **OVERTIME** incurred by the assigned **DEPUTY CONSTABLE** while working **HIDTA** investigations and approved by **HIDTA** command staff.

    a. Actual hourly overtime cost shall not exceed $10,000 per fiscal year and shall be calculated in accordance with the overtime provisions of the Federal Fair Labor Standards Act.

3. **HIDTA** shall present to the **CONSTABLE PRECINCT 3** an annual sum of ten thousand dollars ($10,000.00).

    a. The amount of ten thousand dollars ($10,000.) shall solely be used for law enforcement purposes by the **CONSTABLE PRECINCT 3** as set forth under the U.S. Department of Justice "*A Guide to Equitable Sharing of Federally Property for State and Local Law Enforcement Agencies*".

4. **HIDTA** may conduct investigation that may result in asset forfeitures, the proceeds of which may be distributed among participating agencies in shared cases.

   a. For investigations initiated by **HIDTA**, where the assigned **DEPUTY CONSTABLE** provided assistance, the sharing of proceeds will be based on a percentage of man-hours contributed by **DEPUTY CONSTABLE** in the investigation. The percentage of shared assets shall be determined from liquidated assets by **HIDTA** commander.

   b. For investigation initiated by the **DEPUTY CONSTABLE** as part of his/her responsibilities with **HIDTA,** and where other task force members provided assistance in the investigation, the sharing of proceeds will be based on the percentage of task force man-hours contributed by the participating agency in the investigation. The percentage of shared assets in these cases shall be determined form liquidated assets by the **HIDTA** commander.

   b. The terms apply only to the distribution of property and proceeds awarded in connection with the **DEPUTY CONSTABLE** participation in investigation conducted by HIDTA, and do not bind **HIDTA** or **CONSTABLE PRECINCT 3** to any other matters involving the sharing and distribution of proceeds of contraband forfeitures.

This agreement becomes effective on the Date it is signed by both parties. It remains in effect unless terminated, by either party. This agreement can be terminated upon thirty (30) days written notice.

COUNTY OF HIDALGO

By: Ramon Garcia — 7/21/15
Ramon Garcia, County Judge — Date

By: — 7/02/15
Ricardo Rodriguez, District Attorney — Date

By: Lazaro Gallardo Jr. — 6/18/15
Lazaro "Larry" Gallardo Jr., Constable Precinct 3 — Date

By: — 6/18/15
Jose V. Delgado, HIDTA Commander — Date

APPROVED BY
COMMISSIONERS' COURT
ON: 7/21/15

APPROVED AS TO FORM
Hidalgo County District Attorney's Office
By: — Date: 7/21/15

DATE: April 24, 2017

DEPARTMENT HEAD: Ricardo Rodriguez, District Attorney

DEPARTMENT NAME: HIDTA Task Force

2017
Interfund Transfer

ACCOUNT NUMBER: **7-12XX-X12-001-000-2XX-0-XXX**

CONTACT PERSON: Juan P. Sifuentes **PHONE:** (956) 381-0444

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
7-1251-412-00-270-011-0-841	HIDTA CHP. 59 - AID TO GOVT AGENCY		(46,510.00)
7-1251-491-01-000-230-0- 891	TRANSFERS OUT -	CONST PCT3 CHAPTER 59 FUND	23,255.00
7-1251-491-01-000-227-0- 891	TRANSFERS OUT -	SHERIFF CHAPTER 59 FUND	23,255.00
TO:			
7-1230-391-01-000-251-0- 000	TRANSFERS IN -	HIDTA CHAPTER 59	23,255.00
7-1227-391-01-000-251-0- 000	TRANSFERS IN -	HIDTA CHAPTER 59	23,255.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: As per Interlocal Agreements between HIDTA with the Sheriff's Dept. and Constable Precinct 3 (CC approved on 04/18/17), HIDTA will share a percentage of forfeited proceeds generated from joined investigation/seizures.

DEPARTMENT HEAD SIGNATURE

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

AI-59530 **HIDTA - Task Force** **7. B.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Maria Del Rosario Gonzalez, HIDTA

Submitted By: Maria Del Rosario Gonzalez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA Sharing US Treasury (1252)
Approval and authorization of interfund transfer from Hidalgo County HIDTA Task Force U.S. Treasury fund (1252) to the Sheriff's U.S. Treasury fund (1228) and the Constable Pct. 3 U.S. Treasury fund (1257) and the Constable Pct. 4 U.S. Treasury fund (1259) in the amount of $10,000.00 respectively.

BACKGROUND

Section VIII.A.1.1. of the Guide to Equitable Sharing for State and Local Law Enforcement, permits transfers of shared funds to any compliant Program participant. All cash transfer must be used in accordance with the permissible use provisions of said Guide.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1252-412-00-270-012-0-841

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

BUDGETARY IMPACT:

Funds are available as of 4/24/17.

Attachments

Interfund

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/25/2017 08:42 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 04/24/2017 04:00 PM

Final Approval Date: 04/28/2017

DATE: April 24, 2017

DEPARTMENT HEAD: Ricardo Rodriguez, District Attorney

DEPARTMENT NAME: HIDTA Task Force

2017
Interfund Transfer
AI-59277
REVISED 4-24-17

ACCOUNT NUMBER: **7-12XX-X91-01-000-2XX-0-XXX**

CONTACT PERSON: Juan Sifuentes **PHONE:** (956) 381-0444

SUBJECT:

Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
7-1252-412-00-270-012-0-	841	HIDTA FED SHRG-US TREAS-	AID TO GOVT AGENCY	(30,000.00)
7-1252-491-01-000-228-0-	**891**	**TRANSFERS OUT -**	**SHERIFF FED SHRG-TREAS**	**10,000.00**
7-1252-491-01-000-257-0-	**891**	**TRANSFERS OUT -**	**CONST PCT3 FED SHRG-TREAS**	**10,000.00**
7-1252-491-01-000-259-0-	**891**	**TRANSFERS OUT -**	**CONST PCT4 FED SHRG-TREAS**	**10,000.00**
TO:				
7-1228-391-01-000-252-0-	**000**	**TRANSFERS IN -**	**HIDTA FED SHRG-US TREAS**	**10,000.00**
7-1257-391-01-000-252-0-	**000**	**TRANSFERS IN -**	**HIDTA FED SHRG-US TREAS**	**10,000.00**
7-1259-391-01-000-252-0-	**000**	**TRANSFERS IN -**	**HIDTA FED SHRG-US TREAS**	**10,000.00**
			TOTAL BUDGET INCREASE (DECREASE)	-

REASON: Interfund transfer from HIDTA US Treasury (1252)in the amount of $10,000.00 to Sheriff's US Treasury fund balance (1228), Constable Pct. 3 US Treasury fund balance (1257), and Constable Pct. 4 US Treasury fund balance (1259) respectively.

Juan Sifuentes
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-59590 **Constables** **8. A.**

CC - REGULAR

Meeting Date: 05/02/2017

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

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Requesting approval to process the following Invoice as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:
VENDOR: Dr. Gregorio Pina INVOICE# AMOUNT:$200.00 P.O. NUMBER 738861

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-291-001-0-339

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

BUDGETARY IMPACT:

PO 738861

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/27/2017 01:34 PM
Linda Flores	Linda Flores	04/28/2017 03:51 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Joe Espinoza		Started On: 04/27/2017 10:31 AM
Final Approval Date: 04/28/2017		

RECEIVED
APR 26 2017
By

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

For faster processing of payment, please resubmit invoice with this page as the cover page. DO NOT REMOVE ANY PAGES ATTACHED.

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 01/24/2017

TO: JOE ESPINOSA

DEPARTMENT: (291) CONSTABLE, PRECINCT 1

FROM: YAZMIN GARCIA

PHONE: (956)-318-2511 ext 4627

REFERENCE: PINA, GREGORIO III, PH. D. Invoice #02/18/16

THE FOLLOWING DOCUMENT (S), i.e. *Invoice #02/18/16* IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: UNABLE TO PROCESS AT THE MOMENT CC REFERENCED ON P.O IS FOR SHERIFF'S DEPT.PLEASE CONTACT PURCHASING DEPT.

RECEIVED
APR 26 2017
Hidalgo County
Auditor's Office

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

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. | LETICIA LOPEZ, JUDGE, 389TH D.C. | L. KENO VASQUEZ, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | RENEE R. BETANCOURT, JUDGE, 449TH D.C.
OVERSEER

GREGORIO PINA, III, Ph.D.
SPECIALIZING IN THE FIELDS OF TRAUMA,
POLICE AND CRIMINAL PSYCHOLOGY
1200 SOUTH 2ND, SUITE B-9
McALLEN, TEXAS 78501

McALLEN: (956) 687-7004 FAX: (956) 687-7014 LAREDO: (956) 727-8030
TEXAS 1-800-270-7004

INVOICE

February 18, 2016

Hidalgo County Pct.1 Constable
1900 Joe Steven Ave
Weslaco, Texas 78599

Service Provided: Psychological Evaluation for Law Enforcement for Hidalgo County Pct. 1

Service Period: February 18, 2016
Applicant: Raul Lozano

PURCHASE ORDER: #

TOTAL EVALUATIONS:	1
CHARGE PER EVALUATION:	$200.00
TOTAL DUE:	$200.00

I Gregorio Pina, III, Ph.D. Certify that the above information is true and correct please Feel free to inquire about times, procedures and charges with Dr. Pina or Lucy

Thank you for your confidence in our services.

Lucy Pina
Office Manager

INVOICE RECEIVED BY: 2-18-16
GOODS/SERVICES RECEIVED BY: on 2-18-16

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Hidalgo County
Auditor's Office

Purchase Order
COUNTY OF HIDALGO

PO# 738861

DATE: 02/18/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 14966 REQ: 00292579

PHONE:

EMAIL:

SHIP TO: HIDALGO CO. CONSTABLE PCT 1
1900 JOE STEPHENS
WESLACO TX 78599

GREGORIO PINA, III, PH.D.
1200 S. 2ND ST.
SUITE B-9
MCALLEN TX 78501

CONTACT: Joe Espinosa (956)447-3775

SITE: CONSTABLE, PRECINCT 1

CONTRACT NO: C-15-346-11-02

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
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 repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-15-346-11-02 EXP 11/03/2016		
1.00	EACH	CC Psychological Examination for Department Employee 94870	200.00	200.00
		TOTAL:		200.00

****
For Hidalgo County use only
6-1100-421-00-291-001-0-339 200.00

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Authorized by: Martha L Salazar

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

G. WIC

AI-51892 A. Recommendation by WIC and Purchasing for HCCC to reject the sole bid received for for Request for Bid titled: "Lease of Office Space - McAllen WIC" through project No.: 2015-261-10-07-HGO with approval of the modified specifications as WIC is requesting more square footage and usable space to address and accommodate needs and requirements;

B. Pursuant to current lease agreement between Julcar, LLC and Hidalgo County [for WIC Program], under Section 1.3 [Holdover], notice and action to occupy leased premises on the month to month provision so as to have no lapse in operating location while new procurement process is completed under the same rates, terms and conditions.

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

H. Sheriff's Office

1. AI-51920 A. Requesting approval to purchase eight (8) 2016 Chevrolet Tahoes for the Hidalgo County Sheriff's Office through the County's membership/participation with TASB BuyBoard Coop Program awarded vendor, Caldwell Country Chevrolet (Contract# 430-13; Exp. 11/30/16) for a combined total of ~~$280,488.00~~ $278,424.00 which includes delivery and a one-time order processing charge; the delivery time for these vehicles is approximately (2) two weeks from receipt of a purchase order.

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

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

I. County Clerk

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

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

in @ 11:43
out @ 12:08

A. Real Estate Acquisition

B. Pending and/or potential litigation

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

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

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

1. Claim of Joel Casares and Debbie Casares
2. Claim of Bobby Casares

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HIDALGO COUNTY
AUDITOR'S OFFICE

FILED
AT 11:00 O'CLOCK A.M.
DEC 04 2015

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

C-15-346-11-02

THIS AGREEMENT is made effective the 2nd Day of November, 2015, by and between **HIDALGO COUNTY** acting by and through its **SHERIFF'S OFFICE,** a political subdivision of the State of Texas (hereinafter "Department") and **Gregorio Pina, PhD** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional psychological counseling services for Hidalgo County Sheriff's Office (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a Psychologist for the term herein stated these services, but are not limited to:

   a. Provide to department the services required of a licensed professional psychologist who must be familiar with the duties appropriate to the type of license sought (law enforcement field) ;
   b. Provide Pre-employment screening for prospective Detention Officers;
   c. Provide Pre-employment screening for prospective Law Enforcement Officers;
   d. Provide Pre-employment screening for prospective Communications Officers:
   e. Provide Screenings after weapon discharge incident;
   f. A knowledge of the research literature related to the pre and post-employment psychological screening of detention, communications and/or patrol officers;
   g. Conduct psychological evaluations of the persons as required by the Department;
   h. Interpret the results of any test conducted as stated above and submitting a written report to Department of the results of such test and examinations, as required by Department;

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i. A knowledge of the research literature related to the pre-employment psychological screening of law enforcement, communications and/or detention officers;
j. A working knowledge of the Uniform Guidelines on Employee Selection Procedures (1978 or as amended), and associated fair employment issues;
k. A thorough knowledge of the behaviors and characteristics for success as a detention, communications and/or law enforcement officer. Must provide psychological assessment procedures to measure and analyze potential employees' psychological fitness for specified duty;
l. The ability to relate effectively with County's designee. Offeror should function as a team member who works closely with Sheriff's Office in the screening process;
m. Serving on call on a daily basis, except when out of town;
n. Proposer represents that it employs a licensed professional psychologist by the State of Texas and qualified to perform and execute the services provided above;
o. Comply with the Texas Administrative Code Chapter 214 Rule 217.1;
p. Comply with State Law & Commission Rules, as changes are adopted and passed by governing laws, affecting the addition and/or creation of personnel regarding professional psychosocial services;
q. Debrief incident of an officer after a catastrophic event for evaluation of psychological and emotional health on as needed basis.
r. Certify to a completed psychological examination of an individual pursuant to professionally recognized standards and methods.

2. Contractor represents he is a psychologist licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such psychologist and Contractor shall immediately notify the Hidalgo County Purchasing Department of such suspension or revocation. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by Hidalgo County Sheriff's Office.

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Detention Officer Entrance Evaluations	$200.00 per Evaluation
Peace Officer Entrance Evaluations	$200.00 per Evaluation
Communications Officer Entrance Evaluation	$200.00 per Evaluation
Weapon Discharge Evaluations	$ -0- per Evaluation

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Auditor's

CONSTABLE CELESTINO AVILA JR.

HIDALGO COUNTY CONSTABLE DEPARTMENT PRECINCT 1
1900 JOE STEPHENS, WESLACO, TX 78599
PHONE (956) 447-3775 * FAX (956) 447-8614

December 21, 2016

Ray Eufracio
Hidalgo County Auditor
2810 Business Hwy 281
Edinburg, Texas 78539

REF: Gregorio Pina, III, Ph.D.

Mr. Eufracio,

At this time I am requesting payment be made for the aforementioned invoice from the submitted copy. Please pay Gregorio Pina, III, Ph.D., out of account 6-1100-421-00-291-001-0-339, refer to purchase order #738861.

Please feel free to contact me if you have any questions.

Respectfully,

Joe F. Espinosa
Chief Deputy

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Hidalgo County
Auditor's Office

HIDALGO COUNTY CONSTABLE PRECINCT 1 (291)
INVOICE SUMMARY COVER SHEET
BUDGET ACCOUNT NO. 6-1100-421-00-291-001-0-339
DATE SUBMITTED TO COUNTY AUDITOR:
12/21/2016

CO. AUDITORS
A/P CLERK
SIGNATURE: _____
PAYMENT DATE: _____

VENDOR NAME	INVOICE DATE	INVOICE NO.	INVOICE AMOUNT	P.O. #	AUDITOR'S REMARKS
Gregorio Pina, III, PH. D.	02/18/2016		$200.00	738861	

TOTAL NUMBER OF INVOICES ATTACHED 1

TOTAL COVER SHEET AMOUNT $200.00

AI-59548 **Constables** **8. B.**

CC - REGULAR

Meeting Date: 05/02/2017

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

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
1. Approval to accept the award for K9s4COPS grant.
2. Approval and authorization for County Judge, as authorized official, to sign terms and conditions agreement and any other required documents.

BACKGROUND

Approval to Apply for grant was granted 01/24/2017. A.I. #57991

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The value of police dog (k-9) will be recorded as a fixed asset, once the information is provided by the granting agency. As per Chief Espinoza, all information about the dog will be provided to the Auditor's Office and Purchasing-FA Division, upon acceptance of dog.

Attachments

Terms and Conditions

Acceptance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/25/2017 02:16 PM
Ivan Cantu	Ivan Cantu	04/26/2017 01:54 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Joe Espinoza		Started On: 04/25/2017 01:05 PM

Final Approval Date: 04/28/2017

K9s4COPs Grant Agreement Terms and Conditions

The grants made by K9s4COPs may be discontinued, modified, or withheld, if, in the sole discretion of K9s4COPs such action is necessary to comply with the requirements of the K9s4COPs Grant Terms and Conditions, necessary to comply with federal, state, or local laws, or it is in the best interest of the police service dog.

This grant and notice of approval are also subject to your performance of the following terms and conditions:

1. Arrangements to select and pick up K9 from a K9s4COPs approved vendor must be made by the following K9s4COPs Roll Call or the department forfeits the grant.

2. Report will be submitted to K9s4COPs annually, stating the current health of the police service dogs granted including veterinary records.

3. Report will be submitted to K9s4COPs semi-annually, stating what is being accomplished in the community/school district by the police service dog granted.

4. Report will be submitted to K9s4COPs with the current name of handler and if there is ever a change in the handler.

5. Your organization consents that representatives of K9s4COPs may have access to your files and records for the purpose of auditing health verifications, safe vehicle transport and investigations as it deems necessary with reference to the police service dogs granted.

6. K9s4COPs may, at its expense, monitor and conduct an evaluation of operations, safe transport retrofitted with a proactive environmental and temperature management and alarm system.

7. Your organization shall immediately give written notice to K9s4COPs if your organization ceases to be exempt from Federal income taxes under the provisions of Section 501 (c) (3) of the Internal Revenue Code, or if the purpose and mission of your organization substantially changes.

8. By making this grant, K9s4COPs assumes no financial or legal obligation to provide future or continuing support to your organization.

9. Your organization agrees to assume all liability for all acts of the service dog. Further, your organization hereby releases and agrees to release, defend, indemnify, and hold K9s4Cops, Inc. and its employees, officers, directors, agents, representatives and

volunteers ("Indemnified Parties") harmless from and against all claims, demands, causes of action, suits, damages, liabilities, losses, and expenses including court costs and reasonable attorney's fees, and all loss, damage, personal injury, or death resulting to K9s4Cops, Inc., its employees, officers, directors, agents, representatives and volunteers, and any third parties, arising out of or in connection with the activities to be undertaken by the service dog for the benefit of your organization. THIS INDEMNITY, RELEASE, AND HOLD HARMLESS AGREEMENT APPLIES REGARDLESS OF WHETHER THE CLAIM, DEMAND, LOSS, INJURY OR LIABILITY IS CAUSED, IN WHOLE OR IN PART BY AN INDEMNIFIED PARTY, INCLUDING WITHOUT LIMITATION CLAIMS ARISING OUT OF OR RESULTING, IN WHOLE OR IN PART, FROM THE INDEMNIFIED PARTY'S SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR FAULT, BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.

10. In the event that K9s4COPs wishes to issue a news release concerning the grant, a copy of the proposed release will be submitted to your organization prior to the release.

11. Police service dogs granted shall be returned to K9s4COPs under the following circumstances:

    a. In the event that your organization loses its tax-exempt status under Federal tax laws or substantially changes its purpose and mission.
    b. If your organization fails to comply with any portion of the conditions here within agreed upon, police service dogs granted shall be returned to K9s4COPs.

The foregoing terms and conditions are intended to help us satisfy the requirements of the Tax Reform and Relief Act of 1969. Revision of these terms may be necessitated from time to time to meet the requirements of the Internal Revenue Code, regulations or tax rulings, or other requirements of law.

_____
Signature

Ramon Garcia
Name

County Judge
Title

Hidalgo County
Name of Organization

CONSTABLE CELESTINO AVILA JR.

HIDALGO COUNTY CONSTABLE DEPARTMENT PRECINCT 1
1900 JOE STEPHENS, WESLACO, TX 78599
PHONE (956) 447-3775 * FAX (956) 447-8614

05/02/17

K9s4COPs
3513 B Longmire Dr.
Suite 342
College Station, TX 77845

Re: Acceptance of Grant

K9s4COPs:

In accepting a Grant from K9s4COPs, we agree to receive a police service dog from your grant only for the purposes for which the grant was made and in accordance with Section 501(c)(3), Section 4945 and other applicable provisions of the Internal Revenue Code. We also accept and agree to the conditions of your K9s4COPs Grant Terms and Condition, a copy of which is attached to this letter.

We agree to provide you with progress reports of information as often as required, either by K9s4COPs or under the applicable provisions of the Internal Revenue Code, with respect to any grant made by K9s4COPs to this organization. K9s4COPs may have full and complete access to our files and financial records relating to the grant and/or our tax status. We also agree to notify you of any changes in our tax status before or during the period the grant is being used.

We understand that grants made to us by K9s4COPs may be discontinued, modified, or withheld, if, in K9s4COPs sole judgment such action is necessary to comply with the requirements of the K9s4COPs Grant Terms and Conditions and law.

An authorized official of this organization signs this acceptance of the Grant Terms and Conditions, including but not limited to the indemnification provisions. An authorized official is an official with my organization who has authority to legally bind the organization. We have also completed the attached organization contact information form to expedite the delivery of the grant.

Very truly yours,

_____
Hidalgo County Judge

Enclosure:
-K9s4COPs Grant Terms and Conditions
-Organization Contact Information

AI-59537 **Constables** **8. C.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Norma Castrellon, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. 2:
1. Authorization to accept the Approval Notice in reference to Operation Stonegarden FY 2016 for the amount of $75,000.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY 2016 Operation Stonegarden Grant.
5. Approval to appropriate the budget for Constable Pct. 2 Office portion of the FY 2016 Operation Stonegarden Grant in the amount of $75,000.00.

BACKGROUND

On 02/21/17, Commissioner's Court Approved the Authorization to apply for the FY 2016 Operation Stonegarden Grant from the Office of the Governor, department of Homeland Security, FEMA
(AI #58431).

Grant No. 3174802
Grant Operation: Date is from 01/01/2017 to 08/01/218.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1284-421-00-292-080-9-XXX

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

BUDGETARY IMPACT:

Appropriation of funds.

Attachments

SOGA
appropriation
cor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/25/2017 08:45 AM
Ivan Cantu	Ivan Cantu	04/28/2017 04:58 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Norma Castrellon		Started On: 04/25/2017 08:30 AM
Final Approval Date: 04/28/2017		

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3174802	**Award Amount:**	$75,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	01/01/2017 - 08/31/2018	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2018	**Total Project Cost:**	$75,000.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo-2016 OPSG-Constable PCT2		
Grant Manager:	Jerry Ding		
DUNS Number:	103110834		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	8/6/2016
Federal/State Award ID Number:	EMW-2016-SS-00056
Total Federal Award/State Funds Appropriated:	$80,593,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. 2015 OT funds need to be exhausted before 2016 OT funds can be requested for reimbursement.	4/13/2017		☐	☑
Overtime: Grantees must upload a copy of the overtime policy approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must: 1) clearly describe how overtime will be calculated; 2) be consistent with the agency's overtime policy; and 3) treat grant-paid personnel the same as non-grant paid personnel. OOG will monitor overtime expenditures based on this policy. OOG will release the Condition of Funding once OOG approves the overtime policy.	1/20/2017	3/13/2017	☐	☐
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make available upon request.	1/20/2017		☐	☐
Operations Order Required: By participating in the OPSG, the state, local, and Tribal agencies agree to conduct operations designed to reduce border-security risk. Tactical operations will be conducted on a periodic basis meeting the criteria outlined below. Tactical operational periods are composed of six critical elements: 1) a pre-planning meeting with the IPT; 2) specified beginning and ending dates; 3) intelligence driven, with a nexus to border security; 4) use of targeted enforcement techniques; 5) clearly stated objectives; and 6) an after-action meeting. A campaign should involve several tactical operational periods. These periods require deliberate on-going planning to ensure command, staff, and unit activities synchronize to current and future operations. Please prepare and submit the next Operations Order. Fund holds on specific budget line items will be released as Operations Orders are approved.	1/20/2017		☐	☐
Personnel Cap Waiver: Pending approval of the Personnel Cap Waiver by the FEMA Administrator, your jurisdiction is authorized to spend up to, but must not exceed, 50 percent of the Operation Stonegarden allocation issued by	1/20/2017	2/15/2017	☐	☐

FEMA. Fund holds on specific budget line items will be released upon receipt of the FEMA Administrator's approval of the Operations Order.				
Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload' function in the eGrants system. The resolution must contain the following: • Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested; • A commitment to provide all applicable matching funds; • A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and • A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG.	1/20/2017	2/23/2017	☐	☐
Please be advised that OOG has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.	4/13/2017		☐	☐

DATE: May 2, 2017

2017
Appropriation

DEPARTMENT HEAD: Constable Martin N. Cantu

DEPARTMENT NAME: Constable Pct. 2

ACCOUNT NUMBER: 7-1284-421-00-292-047-9-XXX

Contact Person: Chief Armando Campos **Ph#** 956-784-3510

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
7-1284-421-00-292-047-9-131	Const Pct2 OPSG-Overtime Pay	61,055.03
7-1284-421-00-292-047-09-220	Const Pct2 OPSG-FICA	$4,670.71
7-1284-421-00-292-047-9-230	Const Pct2 OPSG-Retirement	$7,003.01
7-1284-421-00-292-047-9-250	Const Pct2 OPSG-Unemployment Comp	366.33
7-1284-421-00-292-047-9-260	Const Pct2 OPSG-Workers Comp	1,904.92
7-1284-331-12-292-047-9-000	Const Pct2 OPSG-Revenues	$75,000.00
	TOTAL BUDGET INCREASE (DECREASE)	75,000.00

REASON:

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

May 01, 2017

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) passed through the Office of the Governor's Homeland Security Grants Division (HSGD). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$75,000.00	Grant Number: 3174802 Federal/State Award ID: EMW-2016-SS-00056 Operation Stone Garden Program (OPSG) FY16 CPCT2

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/1/17
Date

AI-59537 **Constables** **8. C.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Norma Castrellon, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. 2:
1. Authorization to accept the Approval Notice in reference to Operation Stonegarden FY 2016 for the amount of $75,000.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY 2016 Operation Stonegarden Grant.
5. Approval to appropriate the budget for Constable Pct. 2 Office portion of the FY 2016 Operation Stonegarden Grant in the amount of $75,000.00.

BACKGROUND

On 02/21/17, Commissioner's Court Approved the Authorization to apply for the FY 2016 Operation Stonegarden Grant from the Office of the Governor, department of Homeland Security, FEMA
(AI #58431).

Grant No. 3174802
Grant Operation: Date is from 01/01/2017 to 08/01/218.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1284-421-00-292-080-9-XXX

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

BUDGETARY IMPACT:

Appropriation of funds.

Attachments

SOGA
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/25/2017 08:45 AM
Ivan Cantu	Ivan Cantu	04/28/2017 04:58 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Norma Castrellon		Started On: 04/25/2017 08:30 AM
Final Approval Date: 04/28/2017		

Itsayana Vallejo

From: Norma V. Castrellon [norma.castrellon1@co.hidalgo.tx.us]
Sent: Monday, May 01, 2017 10:50 AM
To: Itsayana Vallejo
Subject: revenues
Attachments: Resollution2016stonegarden.pdf

Can you please certified the revenues for OPSG 2016

Thank You,
Norma Castrellon - Administrative Assistance II
for Constable Martin "Marty" Cantu
Pct. 2 Constable's Office
Office (956)784-3510 ext: 2303
Fax (956)784-8687
norma.castrellon1@co.hidalgo.tx.us

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3174802	**Award Amount:**	$75,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	01/01/2017 - 08/31/2018	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2018	**Total Project Cost:**	$75,000.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo-2016 OPSG-Constable PCT2		
Grant Manager:	Jerry Ding		
DUNS Number:	103110834		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	8/6/2016
Federal/State Award ID Number:	EMW-2016-SS-00056
Total Federal Award/State Funds Appropriated:	$80,593,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. 2015 OT funds need to be exhausted before 2016 OT funds can be requested for reimbursement.	4/13/2017		☐	☑
Overtime: Grantees must upload a copy of the overtime policy approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must: 1) clearly describe how overtime will be calculated; 2) be consistent with the agency's overtime policy; and 3) treat grant-paid personnel the same as non-grant paid personnel. OOG will monitor overtime expenditures based on this policy. OOG will release the Condition of Funding once OOG approves the overtime policy.	1/20/2017	3/13/2017	☐	☐
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make available upon request.	1/20/2017		☐	☐
Operations Order Required: By participating in the OPSG, the state, local, and Tribal agencies agree to conduct operations designed to reduce border-security risk. Tactical operations will be conducted on a periodic basis meeting the criteria outlined below. Tactical operational periods are composed of six critical elements: 1) a pre-planning meeting with the IPT; 2) specified beginning and ending dates; 3) intelligence driven, with a nexus to border security; 4) use of targeted enforcement techniques; 5) clearly stated objectives; and 6) an after-action meeting. A campaign should involve several tactical operational periods. These periods require deliberate on-going planning to ensure command, staff, and unit activities synchronize to current and future operations. Please prepare and submit the next Operations Order. Fund holds on specific budget line items will be released as Operations Orders are approved.	1/20/2017		☐	☐
Personnel Cap Waiver: Pending approval of the Personnel Cap Waiver by the FEMA Administrator, your jurisdiction is authorized to spend up to, but must not exceed, 50 percent of the Operation Stonegarden allocation issued by	1/20/2017	2/15/2017	☐	☐

FEMA. Fund holds on specific budget line items will be released upon receipt of the FEMA Administrator's approval of the Operations Order.				
Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload' function in the eGrants system. The resolution must contain the following: • Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested; • A commitment to provide all applicable matching funds; • A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and • A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG.	1/20/2017	2/23/2017	☐	☐
Please be advised that OOG has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.	4/13/2017		☐	☐

DATE: May 2, 2017

2017
Appropriation

DEPARTMENT HEAD: Constable Martin N. Cantu

DEPARTMENT NAME: Constable Pct. 2

ACCOUNT NUMBER: 7-1284-421-00-292-047-9-XXX

Contact Person: Chief Armando Campos Ph# 956-784-3510

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
7-1284-421-00-292-047-9-131	Const Pct2 OPSG-Overtime Pay	61,055.03
7-1284-421-00-292-047-09-220	Const Pct2 OPSG-FICA	$4,670.71
7-1284-421-00-292-047-9-230	Const Pct2 OPSG-Retirement	$7,003.01
7-1284-421-00-292-047-9-250	Const Pct2 OPSG-Unemployment Comp	366.33
7-1284-421-00-292-047-9-260	Const Pct2 OPSG-Workers Comp	1,904.92
7-1284-331-12-292-047-9-000	Const Pct2 OPSG-Revenues	$75,000.00
	TOTAL BUDGET INCREASE (DECREASE)	75,000.00

REASON:

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

RESOLUTION

WHEREAS, The Hidalgo County Commissioner's finds it in the best interest of the citizens of Hidalgo County, Texas that the 2016 Operation Stonegarden Solicitation be operated for the 2017 Year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees to provide for the said project as required by the grant application; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor funds, Hidalgo County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Hidalgo County Commissioner's Court designates Ramon Garcia, Hidalgo County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Hidalgo County Commissioners Court approves submission of the grant application for the 2016 Operation Stonegarden Solicitation to the Office of the Governor.

Signed by:

Passed and Approved by Commissioner's this 21 of February, 2017

Grant Number: 3174802

Ramon Garcia

Honorable Ramon Garcia
Hidalgo County Judge

APPROVED BY
COMMISSIONERS' COURT
ON 2/21/17 mr

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Director
Homeland Security Grants Division

AI-59591 **Sheriff's Office** **9. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization to accept the transfer of one Mine Resistant Ambush Protected 6 Wheeled (MRAP) vehicle under the State 1033 Program.
2. Authorization for County Judge, as authorized official, and Hidalgo County Sheriff to sign the Law Enforcement Agency Executive Order 13688 - Controlled Property Request Authorization form.
3. Authorization for pre-approval to include on the Controlled Property Request Authorization form the following items, if and when available from the State 1033 Program: one HMMWV (Humvee) vehicle and two cargo trucks.
4. Authorization for Hidalgo County Sheriff to sign other required documents.

BACKGROUND

ALCON: as per John Riddick, State Point of Contact for the Texas LESO/1122 Program at TXDPS Headquarters, Austin, Texas this information on the vehicle requested has been forwarded.
Unit Cost: $733,000.00
Inventory Certification Date: Oct 24, 2016
FSC: 2355 - Combat, Assault, and Tactical Vehicles, Wheeled
Item Name: MINE RESISTANT VEHICLE – CAIMAN – 6X6
Additional Description: MINE RESISTANT VEHICLE
NSN/LSN: 2355-01-590-1660

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Funding is available for the costs associated with the vehicle.

Attachments

document

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	04/27/2017 02:16 PM
Budget & Management	Veronica Ortiz	04/27/2017 02:29 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Emilia Uriegas Started On: 04/27/2017 10:43 AM

Final Approval Date: 04/28/2017

LAW ENFORCEMENT AGENGY EXECUTIVE ORDER 13688
CONTROLLED PROPERTY REQUEST AUTHORIZATION
FEDERAL FISCAL YEAR 2016

In compliance with mandates and recommendations generated by Presidential Executive Order (EO) 13688, certain controlled property acquired through the 1033 Program requires prior authorization from the appropriate Civilian Governing Body (CGB) of the Law Enforcement Agency (LEA). As defined by the EO, a CGB has direct budgetary oversight or control over the LEAs budget appropriation.

As the authorized representative of the County of Hidalgo, I certify that
Name of CGB

The Hidalgo County Sheriff's Office is authorized to acquire the below initialed controlled property items.
Name of LEA

_____ Breaching Apparatus
CGB initial

_____ Riot Batons
CGB initial

_____ Riot Helmets
CGB initial

_____ Riot Shields
CGB initial

_____ Rotary Wing Aircraft
CGB initial

_____ Fixed Wing Aircraft
CGB initial

_____ MRAP or Armored Personnel Carrier
CGB initial

_____ HMMWV (Humvee)
CGB initial

_____ Other Controlled Vehicle
CGB initial

Authorized Representative of Civilian Governing Body

Ramon Garcia
Printed Name

Date:_____

_____
Signature

Chief Law Enforcement Official:

Jose Eduardo Guerra
Printed Name

Date: _____

_____
Signature

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J. E. "EDDIE" GUERRA

To: Program Manager, 1033 Program
Law Enforcement Support Office (LESO)
DLA Disposition Services
74 Washington Avenue North
Battle Creek, MI 49037

Subject: Controlled property, Tactical Vehicle/Aircraft Justification **(Please address all 15 justification points in sequential order)**

1. Number of full/part compensated sworn officers in the agency making the request.
   The Hidalgo County Sheriff's Office currently has 283 sworn personnel.

2. Intended use of the resource and the impact of the resource upon your jurisdiction (SWAT, active shooter, barricaded suspect, emergency response, first responder, critical incident, hostage rescue, natural disaster rescue, border patrol, homeland security, counterdrug, counterterrorism, etc., all that apply and any additional).
   The controlled property / tactical vehicles are intended for emergency response to critical incidents and natural disaster rescue. The controlled property / tactical vehicles will allow the Hidalgo County Sheriff's Office to respond during said incidents to better serve and protect the citizens of Hidalgo County.

3. Positive impact of this resource on any other region or jurisdiction beyond the requesting agency that may also be impacted. Indicate whether the requested controlled equipment is being acquired to provide a regional or multijurisdictional capability. The requesting LEA must certify that all LEA's in the regional sharing arrangement have adopted requisite protocols to include general policing standards, specific controlled equipment standards, and record keeping requirements or will adopt those protocols before their personal use of controlled equipment.
   The controlled property / tactical vehicles being requested are for the sole use of the Hidalgo County Sheriff's Office and its authorized personnel.

4. Is the requesting agency located within an office of national drug control policy designated High Intensity Drug Trafficking Area (HIDTA)?
   The Hidalgo County sheriff's Office is located within an office of national drug control policy designated High Intensity Drug Trafficking Area.

5. Is the requesting agency involved by mutual agreement with multi-agency associations/task forces of a counterdrug/counterterrorism nature?
   The Hidalgo County Sheriff's Office is involved by mutual agreement with multi-agency associations/task forces of a counterdrug/counterterrorism nature.

6. State the population within the requesting agencies jurisdiction.
   The Hidalgo County Sheriff's Office has 849,843 residents in its jurisdiction.

7. Describe the type of facility that will be used to store and/or secure the resource.
   The controlled property / tactical vehicles will be stored under a metal covered structure in a secured and limited access lot.

711 El Cibolo Road • P. O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

8. LEA's must certify that they have a Training Plan/Safety Standards which covers the use of the requested equipment including required annual training on protocols, operational and technical training, scenario-based training, and record-keeping requirements.
   Yes, we certify that we have a Training Plan in place that covers all of the necessary safety and operational standards/protocols, including record-keeping.

9. Do you currently have any controlled equipment? Yes or No? (If yes please list all tactical vehicles, civilian or military aircraft, controlled property, and the corresponding quantities).
   The Hidalgo County Sheriff's Office is currently assigned: 3 - Utility trucks, 16 - 5.56 rifles, 10 - 7.62 rifles, 1 – camouflauged netting system, 9 – reflex sights, 1- cartridge receiver and 1 – barrel with front site.

10. Type of controlled equipment requested: (quantity, size, and capability)
    The Hidalgo County Sheriff's Office is requesting 1- Mine Resistant Ambush Protected (MRAP) vehicle, 2 – cargo trucks, 1- HMMWV (Humvee).

11. Has a grant or request for any controlled equipment been approved by the Department of Justice, Department of Homeland Security, or any other Federal agency? Has any prior application for controlled equipment been denied be a Federal agency during the past three years, and, if so, provide the reason for denial? Under what program and what agency was the grant request for controlled property denied?
    The Hidalgo County Sheriff's Office has not had any grant application for controlled equipment denied by Federal agency during the past three years.

12. Does the agency have the fiscal wherewithal to support the operation of the resource being requested? Describe the amount of funding and how it is provided. (Parts, tools, diagnostic equipment, etc.).
    The Hidalgo County Sheriff's Office does have the fiscal wherewithal to support the operation of the controlled property / tactical vehicles requested through a departmental budget for maintenance and upkeep of assigned vehicles.

13. Certify agency has received their civilian governing body's review and approval or concurrence of the LEA's acquisition of the requested controlled equipment.
    Yes, we certify that we have received approval from our Local Governing Body to request this property.

14. Has the LEA been found to be in violation of a Federal civil rights statute or a programmatic term during the past three years, and, if so, whether any disposition was reached or corrective actions were taken?
    The Hidalgo County Sheriff's Office has not been found to be in violation of a Federal civil rights statute or a programmatic term during the past three years.

15. Is the requested resource an aircraft? If the answer is yes, provide the number of Certified Pilots and type of certification (for what type of aircraft) they hold? (Provide copy of all pilots license). If the agency has other aircraft, provide estimated number of hours per year? Number of missions per year? (If agency currently does not have any aircraft, give an estimated number of hours/missions).
    The requested controlled property / tactical vehicles are not aircraft.

Signed by LEA Chief Law Enforcement Official	Signed by LEA Tactical Vehicle/Aircraft POC (if applicable)
Certifying all the above is accurate	Typed name
Jose Eduardo Guerra	Title
Sheriff	Law Enforcement Agency
Hidalgo County Sheriff's Office	

LAW ENFORCEMENT AGENCY (LEA) EXECUTIVE ORDER (EO)

CONTROLLED VEHICLE REQUEST

DODAAC: _____ **AGENCY NAME:** Hidalgo County Sheriff's Office

ARMORED/TACTICAL VEHICLE POC: _____

ADDRESS (No P.O. Box): 711 El Cibolo Road

CITY: Edinburg **STATE:** Texas

ZIP: 78542 **EMAIL:** daniel.fuentes@hidalgoso.org

PHONE: 956-383-8114 **FAX:** _____

TYPE OF ATV	MRAP 4 WHEELED VEHICLE	MRAP 6 WHEELED VEHICLE	HMMWV	UP ARMORED HMMWV
Quantity		1	1	
Other (State Type)	cargo truck			
Quantity	2			
If something other than the marked/stated above item becomes available, would you like to be offered it?		Yes ○	No ◉	

****NOTE: The Armored/Tactical Vehicle justification memorandum must accompany this request.**

The Chief Law Enforcement Official/Head of Federal Agency (Local Field Office), by signing, certifies that the requesting agency listed above has the appropriate funds; training requirements and equipment to operate and maintain the requested EO controlled vehicles. It is also understood that this agency will not sell, trade, or cannibalize any tactical vehicles acquired through the 1033 Program. This agency certifies that all information contained above is accurate and the request for EO controlled vehicle(s) is warranted and has been approved.

CHIEF LAW ENFORCEMENT OFFICIAL/ HEAD OF FEDERAL AGENCY Jose Eduardo Guerra **DATE:** _____

PRINTED NAME

_____

SIGNATURE

The State Coordinator or designee, by signing, certifies that the agency has provided documentation indicating approval from the appropriate Civilian Governing Body. They also certify that all information contained above is accurate and the request for controlled vehicles is warranted and has been approved.

STATE COORDINATOR/DESIGNEE: (NOT REQUIRED FOR FEDERAL) SKYLOR HEARN **DATE:** _____

PRINTED NAME

_____

SIGNATURE

********** **LESO USE ONLY** **********

LESO OFFICIAL: _____ PRINTED NAME (VEHICLE LEAD) _____ PROGRAM MANAGER (SIGNATURE) **DATE:** _____

_____ SIGNATURE _____ CUSTOMER MANAGEMENT DIVISION CHIEF (SIGNATURE) **DATE:** _____

LESO NOTES (# OF OFFICERS, # OF EO CONTROLLED VEHICLES): _____

ALL REQUIRED DOCUMENTS RECEIVED: **REQUEST FORM:** _____ **JUSTIFICATION LETTER:** _____ **DEMIL PREP:** _____

SERIAL #: _____ **DISAPPROVED BY LESO (REASON):** _____

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J. E. "EDDIE" GUERRA

TO: DLA Law Enforcement Support Office
74 N. Washington Ave
Battle Creek, MI 49037

SUBJECT: DEMILITARIZATION PREPARATION RESPONSIBILITIES

Chief Law Enforcement Executive Officials receiving Mine Resistant Ambush Protected (MRAP) vehicles are responsible for all costs associated with the demilitarization preparation prior to turn-in of the vehicle.

Prior to returning the MRAP back to DLA, instructions will be provided by DLA LESO specifying the demilitarization preparation requirements for each MRAP variant.

I, Jose Eduardo Guerra, Chief Law Enforcement Official for
print name

Hidalgo County Sheriff's Office, have been informed that there will
print law enforcement agency name

be demilitarization preparation requirements and accept responsibility for all costs and demilitarization preparation at the end of life-cycle cost associated with the turn-in of our agency's MRAP. This may include, but is not limited to, the removal of the Spall Liner, Fire Suppression System, and Armored Panels.

_____ Date: _____

Chief Law Enforcement Official
(Sign, date and return to the DLA LESO office)

711 El Cibolo Road • P. O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

AI-59525 **Sheriff's Office** **9. B.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval to accept the award for K9s4COPs grant.

2. Approval and authorization for County Judge, as authorized official, to sign terms and conditions agreement and any other required documents.

BACKGROUND

Approval to apply for grant was given on 01/24/17 (AI#58092).

The HCSO will receive one police service dog from K9s4COPs, a nonprofit organization.

Fiscal Impact

Attachments

1295
award
terms

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/24/2017 03:40 PM
Budget & Management	Veronica Ortiz	04/25/2017 08:41 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Myra Montoya		Started On: 04/21/2017 04:47 PM
Final Approval Date: 04/28/2017		

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:
2017-200812

Date Filed:
05/01/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
K9s4COPS
College Station, 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 Sheriff 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.
AI-59525
gifted K9 with training

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Schiller, Kristi	College Station, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

KYLA KALINOWSKI
Notary Public, State of Texas
Comm. Expires 12-02-2020
Notary ID 130920084

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Pam Mahoney, this the 1st day of May, 20 17, to certify which, witness my hand and seal of office

Kyla Kalinowski — Signature of officer administering oath
Kyla Kalinowski — 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:
2017-200812

Date Filed:
05/01/2017

Date Acknowledged:
05/02/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

K9s4COPS
College Station, 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 Sheriff 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.

AI-59525
gifted K9 with training

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Schiller, Kristi	College Staiton, TX United States		X

5 Check only if there is NO Interested Party. ☐

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

K9s4COPs INC.
501 (C)(3) NON-PROFIT
TIN 27-3659405

April 20, 2017

Hidalgo County Sheriff Department
711 El Cibolo Road
Edinburg, TX 78541

Chief Guerra

It is with great pleasure that we announce Hidalgo County Sheriff Department is the recipient of a single purpose K9 partner.

We hope you will accept our gift as a token of appreciation and support. K9s4COPs looks forward to continuing a long and supportive relationship with Hidalgo County Sheriff department.

K9s4COPs is a 501(c)(3) nonprofit organization, and is supported through the generosity of individual donors and corporate sponsors. K9s4COPs mission is to build a safer future by placing K9 officers in communities and schools.

If you have any questions or need additional information please do not hesitate to contact me.

Sincerely,

Kristi Schiller
Founder & Chair

May 2, 2017

K9s4COPs
5858 Westheimer, Suite 700
Houston, TX 77057

Re: Acceptance of Grant

K9s4COPs:

In accepting a Grant from K9s4COPs, we agree to receive a police service dog from your grant only for the purposes for which the grant was made and in accordance with Section 501(c)(3), Section 4945 and other applicable provisions of the Internal Revenue Code. We also accept and agree to the conditions of your K9s4COPs Grant Terms and Condition, a copy of which is attached to this letter.

We agree to provide you with progress reports of information as often as required, either by K9s4COPs or under the applicable provisions of the Internal Revenue Code, with respect to any grant made by K9s4COPs to this organization. K9s4COPs may have full and complete access to our files and financial records relating to the grant and/or our tax status. We also agree to notify you of any changes in our tax status before or during the period the grant is being used.

We understand that grants made to us by K9s4COPs may be discontinued, modified, or withheld, if, in K9s4COPs sole judgment such action is necessary to comply with the requirements of the K9s4COPs Grant Terms and Conditions and law.

An authorized official of this organization signs this acceptance of the Grant Terms and Conditions, including but not limited to the indemnification provisions. An authorized official is an official with my organization who has authority to legally bind the organization. We have also completed the attached organization contact information form to expedite the delivery of the grant.

Very truly yours,

Ramon Garcia
County Judge
County of Hidalgo, Texas

Enclosure:
-K9s4COPs Grant Terms and Conditions
-Organization Contact Information

K9s4COPs Grant Agreement

Contact Information Form

Please complete this form and turn in with your signed Grant Agreement.

1. **Authorizing Official** – Individual with the organization that has authority to legally bind the organization.
   Name: Ramon Garcia, County Judge
   Street Address: 100 E. Cano St., Ste. 201
   City: Edinburg State: TX Zip: 78539
   Daytime Phone: 956-318-2600
   Fax: 956-318-2699
   E-mail Address: Countyjudge@co.hidalgo.tx.us

2. **Highest of Level of Command (if not Authorizing Official)** – Individual who is commander of the law enforcement agency.
   Name: J. E. "Eddie" Guerra
   Street Address: 711 E. El Cibolo Road
   City: Edinburg State: TX Zip: 78539
   Daytime Phone: 956-383-8114 ext 6001
   Cell Phone:
   E-mail Address: sheriff.guerra@hidalgoso.org

3. **Public Relations Officer** – Individual who will be executing any media requests.
   Name: J.P. Rodriguez
   Street Address: 711 East El Cibolo Road
   City: Edinburg State: TX Zip: 78539
   Daytime Phone: 956-289-0492
   Cell Phone: Same
   E-mail Address:

4. **Point of Future Contact** – Individual who will be completing semi-annual reports.
   Name: Lt. Francisco Guerrero
   Street Address: 711 East El Cibolo
   City: Edinburg State: TX Zip: 78539
   Daytime Phone: 956-793-4807
   Cell Phone: Same
   E-mail Address: Frank.Guerrero@hidalgoso.org

K9s4COPs Grant Agreement Terms and Conditions

The grants made by K9s4COPs may be discontinued, modified, or withheld, if, in the sole discretion of K9s4COPs such action is necessary to comply with the requirements of the K9s4COPs Grant Terms and Conditions, necessary to comply with federal, state, or local laws, or it is in the best interest of the police service dog.

This grant and notice of approval are also subject to your performance of the following terms and conditions:

1. Arrangements to select and pick up K9 from a K9s4COPs approved vendor must be made by the following K9s4COPs Roll Call or the department forfeits the grant.

2. Report will be submitted to K9s4COPs annually, stating the current health of the police service dogs granted including veterinary records.

3. Report will be submitted to K9s4COPs semi-annually, stating what is being accomplished in the community/school district by the police service dog granted.

4. Report will be submitted to K9s4COPs with the current name of handler and if there is ever a change in the handler.

5. Your organization consents that representatives of K9s4COPs may have access to your files and records for the purpose of auditing health verifications, safe vehicle transport and investigations as it deems necessary with reference to the police service dogs granted.

6. K9s4COPs may, at its expense, monitor and conduct an evaluation of operations, safe transport retrofitted with a proactive environmental and temperature management and alarm system.

7. Your organization shall immediately give written notice to K9s4COPs if your organization ceases to be exempt from Federal income taxes under the provisions of Section 501 (c) (3) of the Internal Revenue Code, or if the purpose and mission of your organization substantially changes.

8. By making this grant, K9s4COPs assumes no financial or legal obligation to provide future or continuing support to your organization.

9. Your organization agrees to assume all liability for all acts of the service dog. Further, your organization hereby releases and agrees to release, defend, indemnify, and hold K9s4Cops, inc. and its employees, officers, directors, agents, representatives and

volunteers ("Indemnified Parties") harmless from and against all claims, demands, causes of action, suits, damages, liabilities, losses, and expenses including court costs and reasonable attorney's fees, and all loss, damage, personal injury, or death resulting to K9s4Cops, inc., its employees, officers, directors, agents, representatives and volunteers, and any third parties, arising out of or in connection with the activities to be undertaken by the service dog for the benefit of your organization. **THIS INDEMNITY, RELEASE, AND HOLD HARMLESS AGREEMENT APPLIES REGARDLESS OF WHETHER THE CLAIM, DEMAND, LOSS, INJURY OR LIABILITY IS CAUSED, IN WHOLE OR IN PART BY AN INDEMNIFIED PARTY, INCLUDING WITHOUT LIMITATION CLAIMS ARISING OUT OF OR RESULTING, IN WHOLE OR IN PART, FROM THE INDEMNIFIED PARTY'S SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR FAULT, BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.**

10. In the event that K9s4COPs wishes to issue a news release concerning the grant, a copy of the proposed release will be submitted to your organization prior to the release.

11. Police service dogs granted shall be returned to K9s4COPs under the following circumstances:

    a. in the event that your organization loses its tax-exempt status under Federal tax laws or substantially changes its purpose and mission.
    b. if your organization fails to comply with any portion of the conditions here within agreed upon, police service dogs granted shall be returned to K9s4COPs.

The foregoing terms and conditions are intended to help us satisfy the requirements of the Tax Reform and Relief Act of 1969. Revision of these terms may be necessitated from time to time to meet the requirements of the internal Revenue Code, regulations or tax rulings, or other requirements of law.

_____
Signature

_____
Name

_____
Title

_____

Name of Organization

AI-59347 **Sheriff's Office** **9. C.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Memorandum of Understanding between the Hidalgo County Sheriff's Office and Edinburg Police Department reference to disposing of forfeited contraband, pursuant to Chapter 59 Texas Code of Criminal Procedure, in connection to Case No. C-8351-14-B.
2. Approval for Hidalgo County Sheriff to sign document (three original copies).

BACKGROUND

Fiscal Impact

Attachments

MOU
legal

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	04/19/2017 04:25 PM
Budget & Management	Veronica Ortiz	04/19/2017 04:27 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Emilia Uriegas		Started On: 04/10/2017 04:39 PM
Final Approval Date: 04/28/2017		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the HIDALGO COUNTY SHERIFF'S OFFICE, hereinafter referred to as SHERIFF'S OFFICE and the EDINBURG POLICE DEPARTMENT, hereinafter referred to as LAW ENFORCEMENT AGENCY. The terms of this document are based on the current Local Agreement between the OFFICE of the CRIMINAL DISTRICT ATTORNEY, hereinafter referred to as STATE'S ATTORNEY and the SHERIFF'S OFFICE, incorporated by reference and attached herein as Exhibit "A". The terms are as follows:

I. Parties, hereinafter mentioned, desire to enter into an agreement to dispose of forfeited contraband pursuant to Chapter 59 of the Texas Code of Criminal Procedure in connection with **Case No. C-8351-14-B**.

II. All property found to be contraband pursuant to Article 59.01 of the State of Texas, with the attorney representing the State as an agent for the State, shall be subject to this agreement.

III. Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the attorney representing the State and the SHERIFF'S OFFICE to effect the disposition of contraband.

IV. To the extent property forfeited to the STATE'S ATTORNEY in connection with **Case No. C-8351-14-B,** the parties agree to pay all costs related to the seizure and forfeiture as per the terms of the current local agreement between the STATE'S ATTORNEY and the SHERIFF'S OFFICE, incorporated by reference and attached herein as Exhibit "A".

1. After distribution to the STATE'S ATTORNEY, proceeds from the forfeited property shall be distributed to the SHERIFF'S OFFICE in accordance with the current local agreement between the STATE'S ATTORNEY and the SHERIFF'S OFFICE.

2. SHERIFF'S OFFICE shall thereafter distribute and/or divide the forfeited proceeds as follows:

DISTRIBUTION	PARTIES
33%	Edinburg Police Department
67%	Hidalgo County Sheriff's Office

HIDALGO COUNTY SHERIFF'S OFFICE and the LAW ENFORCEMENT AGENCY agree that all costs involved in the forfeiture of the above mentioned contraband shall be paid first, and that after distribution to the STATE'S ATTORNEY, the remaining sum to be divided according to the percentages in this agreement.

Contraband shall be considered forfeited to the State once a forfeiture judgment has become final and no Motion for New Trial or Notice of Appeal has been taken.

Interest accumulated from contraband shall be distributed in the same manner and used for the same purpose as the principal pursuant to any applicable local agreements and Article 59.08 (b) of Chapter 59 of the Texas Code of Criminal Procedure.

The term of this agreement shall be applicable only to seizure filed on November 14, 2014, Case No. C-8351-14-B. This agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon date specified in such notice. Any pending forfeitures under this agreement filed prior to the termination date, however, shall not be affected by such notices.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE UPON DATE OF FINAL EXECUTION BY PARTIES.

HIDALGO COUNTY SHERIFF

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

CITY OF EDINBURG:

By: _____ _____
Richard M. Hinojosa, City Manager Date

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

By :_____ Date: _____
Josephine Ramirez Solis, Assistant DA

APPROVED AS TO FORM
Palacios Garza & Thompson, P.C.

By :_____ Date: _____
City of Edinburg Attorney

EXHIBIT "A" TO THE MEMORANDUM OF UNDERSTANDING

STATE OF TEXAS)

) **LOCAL AGREEMENT**

COUNTY OF HIDALGO)

This **LOCAL AGREEMENT** is entered into, by and between the HIDALGO COUNTY SHERIFF'S OFFICE, located in Hidalgo County, Texas, hereinafter called **"LAW ENFORCEMENT AGENCY"**, and the Office of Criminal District Attorney of Hidalgo, Texas, hereinafter called **"STATE'S ATTORNEY"**. This agreement supersedes any and all other prior local agreements and will apply to all pending forfeiture cases filed on or after the date this agreement is signed.

I. The Parties hereto desire to enter in an agreement to dispose of forfeited "contraband", pursuant to Chapter 59 of the Texas Code of Criminal Procedures;

II. All property found to be "contraband" pursuant to Article 59.01, 59.02 of the Texas Code of Criminal Procedure, with the State's Attorney representing the state as agent for the state, shall be subject to this local agreement;

III. The Criminal District Attorney of Hidalgo County, Texas (State's Attorney) represents the State of Texas regarding forfeiture of "contraband" seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure; and

IV. Article 59.06 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the State's Attorney, acting as an agent of the state, and the Law Enforcement Agency to effect the disposition of contraband forfeited to the state.

THEREFORE, this **LOCAL AGREEMENT** is hereby made and entered into by the LAW ENFORCEMENT AGENCY and the STATE'S ATTORNEY for the mutual considerations stated herein, and the following is understood and agreed to by the parties;

In consideration for services associated with forfeitures of contraband, the Law Enforcement Agency agrees to pay all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs in the forfeiture of vehicles and all other personal property, as outlined below. This clause does not pertain to the forfeiture of real estate, currency, banking accounts and negotiable instruments which is detailed more fully below as to the disposition of costs and which agency will pay same.

1. **PERSONAL PROPERTY**, including, but not limited to vehicles, laptops, computers, cell phones, weapons, etc., and all other personal property to be forfeited to the Law Enforcement Agency and the State's Attorney pursuant to this Agreement, then the forfeited property shall be divided as follows:

    - If personal property, including vehicles retained by the Law Enforcement Agency are to be sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to the Law Enforcement Agency and 25% to the State's Attorney.
    - If personal property, including passenger vehicles, pick-ups trucks, sport utility vehicles, vans, tractor trailers, etc., are to be used for law enforcement purposes pursuant to Article 59.06 (b) of the Texas Code of Criminal Procedures, the Law Enforcement Agency shall obtain the title of said vehicles and will be solely

responsible for their use and maintenance. The State's Attorney will not retain an interest in said vehicles and will be completely absolved of any liability.

- If personal property, including vehicles that are retained by the Law Enforcement Agency for law enforcement purposes are at any time decommissioned and then sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to the Law Enforcement Agency and 25% to the State's Attorney.

All property seized in accordance with this Agreement, with the exception of currency, bank accounts, negotiable instruments, and jewelry, shall be kept in the possession of the Law Enforcement Agency. The Law Enforcement Agency shall be responsible for the upkeep and maintenance of said property and the State's Attorney will be completely absolved of any liability.

The parties further agree that the Law Enforcement Agency shall account for all seized property in their possession until the property is disposed of by court order. Disposition of all property shall comply with Article 59 of the Texas Code of Criminal Procedure.

All other personal property, not suitable for nor desired for use, pursuant to Article 59 of the Texas Code of Criminal Procedure, shall be forfeited to the State's Attorney, as an agent for the State of Texas, and shall be sold at public auction. The net proceeds of said sale of said property, after deduction of sale expenses, shall be divided as follows: 60% to the Law Enforcement Agency and 40% to the State's Attorney.

For the purposes of this Agreement, the definition of "**Personal Property**" includes, but is not limited to, vehicles of all types, weapons, laptops, computers, cell phones, jewelry, gold, and other precious metals and tangible objects of value. The Law Enforcement Agency and the State's Attorney reserve the right to negotiate unique individual agreements on a case by case basis to satisfy special requirements; however, if an agreement cannot be reached, this local agreement shall be binding.

2. **REAL ESTATE**, upon sale of real estate, all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs shall be paid or credited to the Law Enforcement Agency if such cost have been previously paid by the Law Enforcement Agency, from the final sum received, with the remaining amounts disbursed to the Law Enforcement Agency and the State's Attorney as agreed upon for CURRENCY, BANKING ACCOUNTS and NEGOTIABLE INSTRUMENTS in Paragraph 3 below.

3. **CURRENCY, BANKING ACCOUNTS, and NEGOTIABLE INSTRUMENTS,** upon being awarded to the State via court order, are to be disbursed and divided up as follows, after the payment of costs:

Amount	Law Enforcement Agency	State's Attorney
Over $50,000.00	70%	30%
Less than $50,000.00	60%	40%

4. **JEWELRY** will be sold and its proceeds divided as follows:
60% to the Law Enforcement Agency and 40% to the State's Attorney.

Currency, bank accounts, negotiable instruments and jewelry shall be held and maintained by the State's Attorney pending final disposition via court order. However, the parties agree that the State's Attorney may exercise discretion and allow the Law Enforcement Agency to maintain physical possession of the currency, bank account, negotiable instruments and jewelry where feasible.

The State's Attorney agrees that remaining contraband, after retention of the above stated portion for the State's Attorney, shall be retained by the Law Enforcement Agency for law enforcement purposes only.

The Law Enforcement Agency and the State's Attorney agree that all costs involved in the forfeiture of the above mentioned money and property shall be paid first and the remaining sum shall be divided and disbursed according to the provisions contained within this agreement. The parties further agree that the percentages will be determined prior to the payment of costs.

In the event costs to prosecute forfeiture of "contraband" seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure, including court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs exceed the net proceeds of the sale of said contraband, the State's Attorney agrees to pay 50% and the Law Enforcement Agency agrees to pay 50% of those costs.

This agreement shall apply to all money and/or property seized and all money or property sold by the said Law Enforcement Agency on or after the date this agreement is signed. Money and property shall be considered forfeited to the State once a forfeiture judgment has become final, and no Motion for New Trial or Notice of Appeal has been taken.

Proceeds from the sale of real, personal, tangible or intangible property subject to this Agreement shall be apportioned within thirty (30) days of said sale, or pursuant to any other agreements reached between the parties. Distribution to each party shall be made according to this Local Agreement and Article 59.06(a) of the Texas Code of Criminal Procedure.

The term of this agreement shall be for a period of one (1) year upon execution. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeiture under this Agreement, filed prior to the termination date, however, shall not be affected by such notices.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery, in writing or by certified mail. Mailed notices shall be addressed to the parties at the addresses appearing below, and any change of address must be made by written notice in accordance with this section. Mail notices shall be deemed communicated as of three (3) days after mailing or upon certified mail receipt.

Notice to State's Attorney:	100 N. Closner, Room 303 Hidalgo County Courthouse Edinburg, Texas 78539
Notice to Law Enforcement Agency:	711 El Cibolo Road Edinburg, Texas 78541

The Law Enforcement Agency further agrees to pay all costs incurred if the forfeiture action does not result in the property being found to be contraband.

The Law Enforcement Agency agrees to return all real, personal, tangible or intangible property or proceeds therefrom, if a bill of review is successfully taken against the State.

HIDALGO COUNTY SHERIFF'S OFFICE

By:_____ 6/19/15
J.E. "Eddie" Guerra, Sheriff Date

OFFICE OF CRIMINAL DISTRICT ATTORNEY, HIDALGO COUNTY, TEXAS

By:_____ 6/25/15
Ricardo Rodriguez, Jr., Hidalgo County District Attorney Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office
By:_____ Date: 6/25/15
Josephine Ramirez Solis, Assistant DA

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 04, 2017

Consider Authorizing the City Manager to Enter Into and Execute a Memorandum of Understanding Between the City of Edinburg Police Department and the Hidalgo County Sheriff's Office to Dispose of Forfeited Contraband, Pursuant to Chapter 59 of the Texas Code of Criminal Procedure, in Connection With Case No. C-8351-14-B. [David White, Chief of Police]

****

STAFF COMMENTS AND RECOMMENDATION:
The terms of this document are based on the current Local Agreement between the Office of the Criminal District Attorney and the Sheriff's Office to effect the disposition of contraband under Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure.

An agreement was reached between the Hidalgo County Sheriff's Office and the Edinburg Police Department to share proceeds from a seizure case mutually worked on and filed with the Office of the Criminal District Attorney in November, 2014. The Office of the Criminal District Attorney distributed proceeds from Case No. C-8351-14-B to the Hidalgo County Sheriff's Office. The Hidalgo County Sheriff's Office requires a Memorandum of Understanding to distribute funds agreed upon to the Edinburg Police Department.

The term of this agreement shall be applicable only to seizure filed on November 14, 2014, Case No. C-8351-14-B.

RECOMMENDATION:
Approve Authorizing the City Manager to Enter Into and Execute a Memorandum of Understanding Between the City of Edinburg Police Department and the Hidalgo County Sheriff's Office to Dispose of Forfeited Contraband, Pursuant to Chapter 59 of the Texas Code of Criminal Procedure, in Connection With Case No. C-8351-14-B.

REVIEWED BY:

PREPARED BY:
Chad Dufner

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/David White
David White
Chief of Police

****

RECORD OF VOTE:

APPROVED	✓
DISAPPROVED	
TABLED	
NO ACTION	

✓	Absent	✓	✓	✓
Richard Molina Councilmember	J. R. Betancourt Mayor Pro-Tem	Richard H. Garcia Mayor	Homer Jasso, Jr. Councilmember	David Torres Councilmember

Emilia Uriegas

Subject: FW: MOU DRAFT EDINBURG PD

From: Gabriel Castaneda [mailto:gabriel.castaneda@hidalgoso.org]
Sent: Wednesday, April 19, 2017 2:51 PM
To: emilia uriegas
Subject: FW: MOU DRAFT EDINBURG PD

From: Josephine Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Monday, March 13, 2017 9:35 AM
To: Gabriel Castaneda
Cc: Victor Garza; Mary Cheaney; Mario Lopez; Selene Chavez
Subject: Re: MOU DRAFT EDINBURG PD

Looks good.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

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****

On Sat, Mar 11, 2017 at 8:30 AM, Gabriel Castaneda <gabriel.castaneda@hidalgoso.org> wrote:

Chief,

See attached, for your legal review, please contact me if you have any questions or concerns.

Sincerely,

Gabriel Castañeda

Division Chief - Administration

Hidalgo County Sheriff's Office

711 El Cibolo Rd.

Edinburg, TX 78539

Main: (956)383-8114

Office: (956)393-6003

Fax: (956)393-6179

email: gabriel.castaneda@hidalgoso.org

"When our decisions affect the lives of others, we must always seek God's wisdom." Anonymous

This communication and any files transmitted with it may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including reliance thereon) is strictly prohibited. If you received this communication in error, please immediately contact the sender and destroy material in its entirety, whether in electronic or hard copy format.

AI-59597 **Executive Office** **10. B.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval for the County Judge to sign a certificate for Clifton Higher Education Facilities Finance Corporation Education Revenue and Refunding Bonds (IDEA Public Schools), Series 2017, solely for the purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code.

BACKGROUND

Steve Crain, Legal Counsel

Fiscal Impact

Attachments

Certificate

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/27/2017 01:36 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Monica Badillo Started On: 04/27/2017 01:14 PM

Final Approval Date: 04/28/2017

AI-59636 **Executive Office** **10. C.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to proceed with the implementation of the Hidalgo County Classification and Compensation Plan (Grade and Step Pay Plan) to include all County Departments and Offices as follows:
1) Approval of the revised Classification Plan Position List (Grade Order)
2) Approval of the Classification Pay Plan Table for the year 2017.
3) Approval to classify all county positions in accordance with items 1 & 2.

BACKGROUND

Fiscal Impact

Attachments

TABLE
LIST

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 01:55 PM
Damaris San Miguel	Damaris San Miguel	04/28/2017 03:28 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Monica Badillo Started On: 04/28/2017 01:14 PM
Final Approval Date: 04/28/2017

HIDALGO COUNTY
GRADE AND STEP SALARY SCHEDULE
Effective Date: May 2, 2017

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 1 (1)	~~19,695~~	~~20,384~~	~~21,073~~	~~21,762~~	~~22,451~~	~~23,140~~	~~23,829~~	~~24,518~~	25,207	25,896	26,585
Grade 2 (1)	~~21,271~~	~~22,015~~	~~22,759~~	~~23,503~~	~~24,247~~	~~24,991~~	25,735	26,479	27,223	27,967	28,711
Grade 3 (1)	~~22,973~~	~~23,777~~	~~24,581~~	~~25,385~~	26,189	26,993	27,797	28,601	29,405	30,209	31,013
Grade 4 (1)	~~24,811~~	~~25,679~~	26,547	27,415	28,283	29,151	30,019	30,887	31,755	32,623	33,491
Grade 5	26,796	27,734	28,672	29,610	30,548	31,486	32,424	33,362	34,300	35,238	36,176
Grade 6	28,940	29,953	30,966	31,979	32,992	34,005	35,018	36,031	37,044	38,057	39,070
Grade 7	31,255	32,349	33,443	34,537	35,631	36,725	37,819	38,913	40,007	41,101	42,195
Grade 8	33,755	34,936	36,117	37,298	38,479	39,660	40,841	42,022	43,203	44,384	45,565
Grade 9	36,455	37,731	39,007	40,283	41,559	42,835	44,111	45,387	46,663	47,939	49,215
Grade 10	39,371	40,749	42,127	43,505	44,883	46,261	47,639	49,017	50,395	51,773	53,151
Grade 11	42,521	44,009	45,497	46,985	48,473	49,961	51,449	52,937	54,425	55,913	57,401
Grade 12	45,923	47,530	49,137	50,744	52,351	53,958	55,565	57,172	58,779	60,386	61,993
Grade 13	49,597	51,333	53,069	54,805	56,541	58,277	60,013	61,749	63,485	65,221	66,957
Grade 14	53,565	55,440	57,315	59,190	61,065	62,940	64,815	66,690	68,565	70,440	72,315
Grade 15	57,850	59,875	61,900	63,925	65,950	67,975	70,000	72,025	74,050	76,075	78,100
Grade 16	62,478	64,665	66,852	69,039	71,226	73,413	75,600	77,787	79,974	82,161	84,348
Grade 17	67,476	69,838	72,200	74,562	76,924	79,286	81,648	84,010	86,372	88,734	91,096
Grade 18	72,874	75,425	77,976	80,527	83,078	85,629	88,180	90,731	93,282	95,833	98,384
Grade 19	78,704	81,459	84,214	86,969	89,724	92,479	95,234	97,989	100,744	103,499	106,254
Grade 20	85,000	87,975	90,950	93,925	96,900	99,875	102,850	105,825	108,800	111,775	114,750
Grade 21	91,800	95,013	98,226	101,439	104,652	107,865	111,078	114,291	117,504	120,717	123,930

(1) The county's minimum wage is equivalent to $12.00/hour or $24,960 annual salary.

HIDALGO COUNTY

CLASSIFICATION AND COMPENSATION PAY PLAN

POSITION LIST

POSITION TITLE	GRADE	STEP 1 / MINIMUM WAGE
ACCOUNTANT I	8	33,755.00
ACCOUNTANT II	10	39,371.00
ACCOUNTANT III	12	45,923.00
ACCOUNTANT IV	14	53,565.00
ACCOUNTING CLERK I	6	28,940.00
ACCOUNTING CLERK II	8	33,755.00
ACCOUNTS PAYABLE SPECIALIST I	6	28,940.00
ACCOUNTS PAYABLE SPECIALIST II	8	33,755.00
ACCOUNTS PAYABLE SPECIALIST III	10	39,371.00
ADMINISTRATIVE ASSISTANT I	4	26,547.00
ADMINISTRATIVE ASSISTANT II	6	28,940.00
ADMINISTRATIVE ASSISTANT III	8	33,755.00
ADMINISTRATIVE ASSISTANT IV	10	39,371.00
ADMINISTRATOR, COUNTY MANAGEMENT	21	91,800.00
ADMINISTRATOR, INDIGENT DEFENSE PROGRAM	17	67,476.00
ADMINISTRATOR, VICTIMS PROGRAMS UNIT	13	49,597.00
ADULT SUPERVISION OFFICER	12	45,923.00
ADVANCED CLINICAL PRACTITIONER	19	78,704.00
ADVOCATE	8	33,755.00
AIR CONDITION TECHNICIAN I	7	31,255.00
AIR CONDITION TECHNICIAN II	9	36,455.00
AIR CONDITION TECHNICIAN III	11	42,521.00
ANIMAL CONTROL SPECIALIST I	4	26,547.00
ANIMAL CONTROL SPECIALIST II	6	28,940.00
APPLICATION DEVELOPER I	12	45,923.00
APPLICATION DEVELOPER II	14	53,565.00
APPLICATION DEVELOPER III	16	62,478.00
ASSISTANT CHIEF DEPUTY	15	57,850.00
ASSISTANT CHIEF OF STAFF	18	72,874.00
ASSISTANT CLINICAL CARE SERVICES ADMINISTRATOR	17	67,476.00
ASSISTANT COURT COORDINATOR (CC)	11	42,521.00
ASSISTANT COURT COORDINATOR (DC)	13	49,597.00
ASSISTANT COURT COORDINATOR (JP)	9	36,455.00
ASSISTANT DIRECTOR, BUDGET AND MANAGEMENT	18	72,874.00
ASSISTANT DIRECTOR, FIELD OPERATIONS	16	62,478.00
ASSISTANT DIRECTOR, PURCHASING DEPARTMENT	18	72,874.00

HIDALGO COUNTY

CLASSIFICATION AND COMPENSATION PAY PLAN

POSITION LIST

POSITION TITLE	GRADE	STEP 1 / MINIMUM WAGE
ASSISTANT DIRECTOR, URBAN COUNTY	19	78,704.00
ASSISTANT DISTRICT ATTORNEY I	13	49,597.00
ASSISTANT DISTRICT ATTORNEY II	15	57,850.00
ASSISTANT DISTRICT ATTORNEY III	17	67,476.00
ASSISTANT DISTRICT ATTORNEY IV	19	78,704.00
ASSISTANT DISTRICT ATTORNEY V	21	91,800.00
ASSISTANT EPIDEMIOLOGIST	7	31,255.00
ASSISTANT HIDTA COMMANDER	19	78,704.00
ASSISTANT PUBLIC HEALTH PREPAREDNESS COORDINATOR	13	49,597.00
ASSISTANT QUARTERMASTER	7	31,255.00
ASSISTANT VETERANS SERVICES OFFICER I	7	31,255.00
ASSISTANT VETERANS SERVICES OFFICER II	9	36,455.00
ATTORNEY I	13	49,597.00
ATTORNEY II	15	57,850.00
ATTORNEY III	17	67,476.00
ATTORNEY IV	19	78,704.00
ATTORNEY V	21	91,800.00
AUTOPSY TECHNICIAN	9	36,455.00
BAILIFF	10	39,371.00
BILLING SPECIALIST I	3	26,189.00
BILLING SPECIALIST II	5	26,796.00
BILLING SPECIALIST III	7	31,255.00
BOOKKEEPER I	5	26,796.00
BOOKKEEPER II	7	31,255.00
BUDGET ANALYST I	10	39,371.00
BUDGET ANALYST II	12	45,923.00
BUDGET ANALYST III	14	53,565.00
BUDGET CLERK I	6	28,940.00
BUDGET CLERK II	8	33,755.00
BUYER I	7	31,255.00
BUYER II	9	36,455.00
BUYER III	11	42,521.00
CARPENTER I	5	26,796.00
CARPENTER II	7	31,255.00
CARPENTER III	9	36,455.00
CASHIER I	4	26,547.00

HIDALGO COUNTY

CLASSIFICATION AND COMPENSATION PAY PLAN

POSITION LIST

POSITION TITLE	GRADE	STEP 1 / MINIMUM WAGE
CASHIER II	6	28,940.00
CASHIER III	8	33,755.00
CERTIFIED MEDICAL ASSISTANT	7	31,255.00
CHIEF ADMINISTRATOR	20	85,000.00
CHIEF CRIMINAL INVESTIGATOR	16	62,478.00
CHIEF DEPUTY	19	78,704.00
CHIEF FRAUD INVESTIGATOR	14	53,565.00
CHIEF OF APPEALS	15	57,850.00
CHIEF OF STAFF	21	91,800.00
CHILD WELFARE SPECIALIST	6	28,940.00
CLAIMS INVESTIGATOR I	11	42,521.00
CLAIMS INVESTIGATOR II	13	49,597.00
CLERK I	1	25,207.00
CLERK II	3	26,189.00
CLERK III	5	26,796.00
CLERK IV	7	31,255.00
CLINIC AIDE I	1	25,207.00
CLINIC AIDE II	3	26,189.00
CLINIC AIDE III	5	26,796.00
CLINICAL CARE SERVICES ADMINISTRATOR	20	85,000.00
COLLECTIONS ANALYST	12	45,923.00
COLLECTIONS ENFORCEMENT OFFICER I	5	26,796.00
COLLECTIONS ENFORCEMENT OFFICER II	7	31,255.00
COMMISSIONERS' COURT ADMINISTRATOR	16	62,478.00
COMMUNICATIONS OPERATOR	6	28,940.00
COMMUNITY AFFAIRS SPECIALIST	10	39,371.00
COMMUNITY LIAISON	11	42,521.00
COMMUNITY SERVICE AIDE	6	28,940.00
COMPLIANCE MONITOR	13	49,597.00
CONSTITUENT SERVICES SPECIALIST I	10	39,371.00
CONSTITUENT SERVICES SPECIALIST II	12	45,923.00
CONSTRUCTION INSPECTOR	11	42,521.00
CONTRACT SPECIALIST I	9	36,455.00
CONTRACT SPECIALIST II	11	42,521.00
CONTRACT SPECIALIST III	13	49,597.00
COOK I	2	25,735.00

HIDALGO COUNTY

CLASSIFICATION AND COMPENSATION PAY PLAN

POSITION LIST

POSITION TITLE	GRADE	STEP 1 / MINIMUM WAGE
COOK II	4	26,547.00
COOK III	6	28,940.00
COORDINATOR I	9	36,455.00
COORDINATOR I, ATHLETIC	9	36,455.00
COORDINATOR I, UCP	9	36,455.00
COORDINATOR II	11	42,521.00
COORDINATOR II, SAFETY	11	42,521.00
COORDINATOR II, SPECIAL PROJECTS	11	42,521.00
COORDINATOR II, STRATEGIC NATIONAL STOCKPILE	11	42,521.00
COORDINATOR II, SUBDIVISION	11	42,521.00
COORDINATOR II, UCP	11	42,521.00
COORDINATOR II, VICTIMS ASSISTANCE	11	42,521.00
COORDINATOR III	13	49,597.00
COORDINATOR III, HUMAN SERVICES	13	49,597.00
COORDINATOR IV	15	57,850.00
COORDINATOR IV, COMMUNITY DEVELOPMENT	15	57,850.00
COORDINATOR IV, INFRASTRUCTURE OPERATIONS	15	57,850.00
COUNTY RECORDS MANAGER	13	49,597.00
COURIER	3	26,189.00
COURT ADMINISTRATION SPECIALIST	14	53,565.00
COURT COORDINATOR (CC)	14	53,565.00
COURT COORDINATOR (DC)	16	62,478.00
COURT COORDINATOR (JP)	12	45,923.00
CREW LEADER I	7	31,255.00
CREW LEADER II	9	36,455.00
CRIME SCENE SPECIALIST	11	42,521.00
CRIME VICTIM LIAISON	10	39,371.00
CRIMINAL INTELLIGENCE RESEARCH ANALYST	9	36,455.00
CRIMINAL INVESTIGATOR I	12	45,923.00
CRIMINAL INVESTIGATOR II	14	53,565.00
CUSTODIAN I	1	25,207.00
CUSTODIAN II	3	26,189.00
CUSTODIAN III	5	26,796.00
DEPUTY CLERK I	5	26,796.00
DEPUTY CLERK II	7	31,255.00
DEPUTY CLERK III	9	36,455.00

HIDALGO COUNTY

CLASSIFICATION AND COMPENSATION PAY PLAN

POSITION LIST

POSITION TITLE	GRADE	STEP 1 / MINIMUM WAGE
DEPUTY COUNTY CLERK I	5	26,796.00
DEPUTY COUNTY CLERK II	7	31,255.00
DEPUTY COUNTY CLERK III	9	36,455.00
DEPUTY DISTRICT CLERK I	5	26,796.00
DEPUTY DISTRICT CLERK II	7	31,255.00
DEPUTY DISTRICT CLERK III	9	36,455.00
DIRECTOR OF ADMINISTRATION	17	67,476.00
DIRECTOR, COMMUNITY SERVICE AGENCY	20	85,000.00
DIRECTOR, COUNTY PLANNING DEPARTMENT	20	85,000.00
DIRECTOR, DEPARTMENT OF BUDGET AND MANAGEMENT	21	91,800.00
DIRECTOR, DEPARTMENT OF HEALTH AND HUMAN SERVICES	21	91,800.00
DIRECTOR, DEPARTMENT OF HUMAN RESOURCES	21	91,800.00
DIRECTOR, ELECTIONS DEPARTMENT	20	85,000.00
DIRECTOR, FACILITIES MANAGEMENT	19	78,704.00
DIRECTOR, FIELD OPERATIONS	18	72,874.00
DIRECTOR, INFORMATION TECHNOLOGY DEPARTMENT	21	91,800.00
DIRECTOR, PUBLIC DEFENDER'S OFFICE	20	85,000.00
DIRECTOR, PURCHASING DEPARTMENT	21	91,800.00
DIRECTOR, URBAN COUNTY DEPARTMENT	21	91,800.00
DIRECTOR, WIC PROGRAMS	21	91,800.00
DIVISION MANAGER I, ASSET MANAGEMENT	14	53,565.00
DIVISION MANAGER I, COUNTY CLERK	14	53,565.00
DIVISION MANAGER I, DISTRICT CLERK	14	53,565.00
DIVISION MANAGER I, ENVIRONMENTAL COMPLIANCE	14	53,565.00
DIVISION MANAGER I, FINANCIAL ACCOUNTING	14	53,565.00
DIVISION MANAGER I, HEALTH SERVICES	14	53,565.00
DIVISION MANAGER I, HUMAN RESOURCES	14	53,565.00
DIVISION MANAGER I, MOTOR VEHICLE LICENSE SECTION	14	53,565.00
DIVISION MANAGER I, PAYROLL	14	53,565.00
DIVISION MANAGER I, PROCUREMENT MANAGEMENT	14	53,565.00
DIVISION MANAGER I, PROPERTY TAX SECTION	14	53,565.00
DIVISION MANAGER II, ACCOUNTS PAYABLE	16	62,478.00
DIVISION MANAGER II, BUILDING MAINTENANCE	16	62,478.00
DIVISION MANAGER II, COMPLIANCE AUDIT	16	62,478.00
DIVISION MANAGER II, CONTRACTS MANAGEMENT	16	62,478.00
DIVISION MANAGER II, FINANCE (UCP)	16	62,478.00

HIDALGO COUNTY

CLASSIFICATION AND COMPENSATION PAY PLAN

POSITION LIST

POSITION TITLE	GRADE	STEP 1 / MINIMUM WAGE
DIVISION MANAGER II, GRANTS ACCOUNTING	16	62,478.00
DIVISION MANAGER II, HOUSING (UCP)	16	62,478.00
DIVISION MANAGER II, PUBLIC AFFAIRS	16	62,478.00
DIVISION MANAGER II, REVENUE AUDIT	16	62,478.00
DIVISION MANAGER II, SAFETY	16	62,478.00
DIVISION MANAGER III, ACCOUNTING	18	72,874.00
DIVISION MANAGER III, AUDIT	18	72,874.00
DIVISION MANAGER III, BUDGET MANAGEMENT	18	72,874.00
DIVISION MANAGER III, EMPLOYEE BENEFITS	18	72,874.00
DIVISION MANAGER III, HUMAN SERVICES	18	72,874.00
DIVISION MANAGER III, STRATEGIC PLANNING	18	72,874.00
ELECTIONS SPECIALIST I	7	31,255.00
ELECTIONS SPECIALIST II	9	36,455.00
ELECTIONS SPECIALIST III	11	42,521.00
ELECTIONS SYSTEMS SUPPORT MANAGER	15	57,850.00
ELECTRICIAN I	8	33,755.00
ELECTRICIAN II	10	39,371.00
ELECTRICIAN III	12	45,923.00
ELIGIBILITY SPECIALIST I	4	26,547.00
ELIGIBILITY SPECIALIST II	6	28,940.00
EMERGENCY MANAGEMENT COORDINATOR	17	67,476.00
EMERGENCY MANAGEMENT SPECIALIST I	11	42,521.00
EMERGENCY MANAGEMENT SPECIALIST II	13	49,597.00
EMPLOYEE BENEFITS SPECIALIST I	9	36,455.00
EMPLOYEE BENEFITS SPECIALIST II	11	42,521.00
ENGINEERING TECHNICIAN I	8	33,755.00
ENGINEERING TECHNICIAN II	10	39,371.00
ENGINEERING TECHNICIAN III	12	45,923.00
EPIDEMIOLOGIST I	13	49,597.00
EPIDEMIOLOGIST II	15	57,850.00
EQUIPMENT OPERATOR I	5	26,796.00
EQUIPMENT OPERATOR II	7	31,255.00
EQUIPMENT OPERATOR III	9	36,455.00
EQUIPMENT OPERATOR IV	11	42,521.00
EVIDENCE TECHNICIAN	9	36,455.00
EXECUTIVE ASSISTANT I	11	42,521.00

HIDALGO COUNTY

CLASSIFICATION AND COMPENSATION PAY PLAN

POSITION LIST

POSITION TITLE	GRADE	STEP 1 / MINIMUM WAGE
EXECUTIVE ASSISTANT II	13	49,597.00
EXECUTIVE ASSISTANT III	15	57,850.00
FAMILY & CONSUMER SCIENCE PROGRAM SPECIALIST	7	31,255.00
FIELD MANAGER II, ROAD AND BRIDGE	16	62,478.00
FIELD OPERATIONS INSPECTOR	9	36,455.00
FIELD SERVICE SPECIALIST I	8	33,755.00
FIELD SERVICE SPECIALIST II	10	39,371.00
FINANCIAL ANALYST	13	49,597.00
FIRE INVESTIGATOR	10	39,371.00
FIRE MARSHAL	18	72,874.00
FIRST ASSISTANT AUDITOR	21	91,800.00
FIRST ASSISTANT CRIMINAL DISTRICT ATTORNEY	21	91,800.00
FIRST ASSISTANT PUBLIC DEFENDER	17	67,476.00
FOREMAN I	11	42,521.00
FOREMAN II	13	49,597.00
FRAUD INVESTIGATOR	10	39,371.00
GIS OPERATOR I	7	31,255.00
GIS OPERATOR II	9	36,455.00
GIS OPERATOR III	11	42,521.00
HEALTH INSPECTOR I	7	31,255.00
HEALTH INSPECTOR II	9	36,455.00
HEALTH TECHNICIAN	7	31,255.00
HIDTA COMMANDER	21	91,800.00
HIDTA TASK FORCE OPERTIONS SUPERVISOR	17	67,476.00
HUMAN RESOURCES ANALYST	16	62,478.00
HUMAN RESOURCES SPECIALIST I	6	28,940.00
HUMAN RESOURCES SPECIALIST II	8	33,755.00
HUMAN RESOURCES SPECIALIST III	10	39,371.00
HUMAN RESOURCES SPECIALIST IV	12	45,923.00
HUMAN RESOURCES TRAINING SPECIALIST	11	42,521.00
INFORMATION TECHNOLOGY INFRASTRUCTURE ADMINISTRAT	16	62,478.00
INFORMATION TECHNOLOGY MANAGER	16	62,478.00
INFORMATION TECHNOLOGY NETWORK ADMINISTRATOR	15	57,850.00
INFORMATION TECHNOLOGY PROJECT ADMINISTRATOR	14	53,565.00
INFORMATION TECHNOLOGY SYSTEM ADMINISTRATOR	18	72,874.00
INFORMATION TECHNOLOGY SYSTEM SECURITY SPECIALIST	12	45,923.00

HIDALGO COUNTY

CLASSIFICATION AND COMPENSATION PAY PLAN

POSITION LIST

POSITION TITLE	GRADE	STEP 1 / MINIMUM WAGE
INSURANCE ANALYST II	12	45,923.00
INTELLIGENCE RESEARCH SPECIALIST	8	33,755.00
INTERGOVERNMENT AFFAIRS ADMINISTRATOR	20	85,000.00
INTERNAL AUDITOR I	9	36,455.00
INTERNAL AUDITOR II	11	42,521.00
INTERNAL AUDITOR III	13	49,597.00
INTERNATIONAL BOARD CERTIFIED LACTATION CONSULTANT	11	42,521.00
INVENTORY SPECIALIST I	4	26,547.00
INVENTORY SPECIALIST II	6	28,940.00
INVENTORY SPECIALIST III	8	33,755.00
INVESTIGATOR I	12	45,923.00
INVESTIGATOR II	14	53,565.00
LIBRARIAN	14	53,565.00
LICENSED VOCATIONAL NURSE I	9	36,455.00
LICENSED VOCATIONAL NURSE II	11	42,521.00
LICENSED VOCATIONAL NURSE III	13	49,597.00
LIMITED MEDICAL RADIOLOGIC TECHNOLOGIST	9	36,455.00
MAINTENANCE I	3	26,189.00
MAINTENANCE II	5	26,796.00
MAINTENANCE III	7	31,255.00
MATERIALS SPECIALIST	9	36,455.00
MECHANIC I	5	26,796.00
MECHANIC II	7	31,255.00
MECHANIC III	9	36,455.00
MECHANIC IV	11	42,521.00
MEDICAL TECHNICIAN I	5	26,796.00
MEDICAL TECHNICIAN II	7	31,255.00
MONITOR I	10	39,371.00
MONITOR II	12	45,923.00
MONITOR III	14	53,565.00
MULTIMEDIA SPECIALIST I	11	42,521.00
MULTIMEDIA SPECIALIST II	13	49,597.00
NUISANCE ABATEMENT SPECIALIST I	9	36,455.00
NUISANCE ABATEMENT SPECIALIST II	11	42,521.00
NUTRITIONIST I	11	42,521.00
NUTRITIONIST II	13	49,597.00

HIDALGO COUNTY

CLASSIFICATION AND COMPENSATION PAY PLAN

POSITION LIST

POSITION TITLE	GRADE	STEP 1 / MINIMUM WAGE
OUTREACH SPECIALIST I	4	26,547.00
OUTREACH SPECIALIST II	6	28,940.00
PARALEGAL	9	36,455.00
PAYROLL SPECIALIST I	10	39,371.00
PAYROLL SPECIALIST II	12	45,923.00
PEER COUNSELOR I	3	26,189.00
PEER COUNSELOR II	5	26,796.00
PEER COUNSELOR III	7	31,255.00
PEER DAD	3	26,189.00
PERSONNEL SPECIALIST I	6	28,940.00
PERSONNEL SPECIALIST II	8	33,755.00
PERSONNEL SPECIALIST III	10	39,371.00
PERSONNEL SPECIALIST IV	12	45,923.00
PLANNING ANALYST I	10	39,371.00
PLANNING ANALYST II	12	45,923.00
PLANNING ANALYST III	14	53,565.00
PLANNING INSPECTOR I	4	26,547.00
PLANNING INSPECTOR II	6	28,940.00
PLANNING INSPECTOR III	8	33,755.00
PLUMBER I	8	33,755.00
PLUMBER II	10	39,371.00
POOL ATTENDANT	3	26,189.00
PROCUREMENT SPECIALIST I	7	31,255.00
PROCUREMENT SPECIALIST II	9	36,455.00
PROCUREMENT SPECIALIST III	11	42,521.00
PROGRAM COORDINATOR I	10	39,371.00
PROGRAM COORDINATOR II	12	45,923.00
PROGRAM MANAGER I	13	49,597.00
PROGRAM MANAGER II	15	57,850.00
PROGRAM MANAGER II, DOMESTIC RELATIONS	15	57,850.00
PROGRAM MANAGER II, ECONOMIC DEVELOPMENT	15	57,850.00
PROGRAM MANAGER II, SPECIAL PROJECTS	15	57,850.00
PROGRAM MANAGER II, SYSTEMS SUPPORT	15	57,850.00
PROGRAM MANAGER III	17	67,476.00
PROGRAM MANAGER III, NUISANCE ABATEMENT	17	67,476.00
PROGRAM SPECIALIST I	9	36,455.00

HIDALGO COUNTY

CLASSIFICATION AND COMPENSATION PAY PLAN

POSITION LIST

POSITION TITLE	GRADE	STEP 1 / MINIMUM WAGE
PROGRAM SPECIALIST II	11	42,521.00
PUBLIC AFFAIRS SPECIALIST	10	39,371.00
PUBLIC DEFENDER I	13	49,597.00
PUBLIC DEFENDER II	15	57,850.00
PUBLIC HEALTH PLANNER I	12	45,923.00
PUBLIC HEALTH PLANNER II	14	53,565.00
PUBLIC HEALTH PREPAREDNESS COORDINATOR	15	57,850.00
PUBLIC HEALTH SPECIALIST I	9	36,455.00
PUBLIC HEALTH SPECIALIST II	11	42,521.00
PUBLIC HEALTH SPECIALIST III	13	49,597.00
PUBLIC HEALTH TECHNICIAN	7	31,255.00
QUARTERMASTER	8	33,755.00
REGISTERED DIETITIAN I	12	45,923.00
REGISTERED DIETITIAN II	14	53,565.00
REGISTERED NURSE CONSULTANT (IBCL)	18	72,874.00
REGISTERED NURSE I	11	42,521.00
REGISTERED NURSE II	13	49,597.00
REGISTERED NURSE III	15	57,850.00
REGISTERED NURSE IV	17	67,476.00
RESEARCH ANALYST I	10	39,371.00
RESEARCH ANALYST II	12	45,923.00
RESEARCH ANALYST III	14	53,565.00
RIGHT OF WAY AGENT	15	57,850.00
SAFETY OFFICER I	10	39,371.00
SAFETY OFFICER II	12	45,923.00
SAFETY OFFICER III	14	53,565.00
SANITATION ATTENDANT I	3	22,973.00
SANITATION ATTENDANT II	5	26,796.00
SANITATION ATTENDANT III	7	31,255.00
SCOFFLAW COMPLIANCE SPECIALIST	7	31,255.00
SCOFFLAW DEPUTY CLERK I	5	26,796.00
SECURITY SPECIALIST	8	33,755.00
SEPTIC TANK INSPECTOR	7	31,255.00
SOCIAL WORKER	12	45,923.00
SUBDIVISION INSPECTOR	7	31,255.00
SUPERVISOR I	9	36,455.00

HIDALGO COUNTY

CLASSIFICATION AND COMPENSATION PAY PLAN

POSITION LIST

POSITION TITLE	GRADE	STEP 1 / MINIMUM WAGE
SUPERVISOR I, COMMISSARY	9	36,455.00
SUPERVISOR I, COMMUNITY RESOURCE CENTER	9	36,455.00
SUPERVISOR I, MAINTENANCE	9	36,455.00
SUPERVISOR I, TRAFFIC CONTROL	9	36,455.00
SUPERVISOR II	11	42,521.00
SUPERVISOR II, ACCOUNTS PAYABLE	11	42,521.00
SUPERVISOR II, BILLING	11	42,521.00
SUPERVISOR II, COLLECTIONS	11	42,521.00
SUPERVISOR II, CONSTRUCTION	11	42,521.00
SUPERVISOR II, PLANNING INSPECTION	11	42,521.00
SUPERVISOR III	13	49,597.00
SUPERVISOR III, CRIME SCENE	13	49,597.00
SUPERVISOR III, FACILITIES MAINTENANCE	13	49,597.00
SUPERVISOR III, MECHANIC	13	49,597.00
SUPERVISOR III, PARKS	13	49,597.00
SUPERVISOR III, SANITATION PROGRAM	13	49,597.00
SYSTEM SUPPORT SPECIALIST I	11	42,521.00
SYSTEM SUPPORT SPECIALIST II	13	49,597.00
TB OUTREACH SPECIALIST	6	28,940.00
TB PROGRAM MANAGER III	18	72,874.00
TB RECORDS MANAGER	10	39,371.00
TB REGISTERED NURSE	16	62,478.00
TECHNICAL SPECIALIST I	10	39,371.00
TECHNICAL SPECIALIST II	12	45,923.00
TECHNICIAN I	4	26,547.00
TECHNICIAN II	6	28,940.00
TECHNICIAN III	8	33,755.00
TECHNICIAN IV	10	39,371.00
TEXAS VACCINES FOR CHILDREN EDUCATOR	12	45,923.00
TIRE REPAIR SPECIALIST	5	26,796.00
TITLE EXAMINER I	6	28,940.00
TITLE EXAMINER II	8	33,755.00
TRAFFIC CONTROL SPECIALIST I	3	26,189.00
TRAFFIC CONTROL SPECIALIST II	5	26,796.00
TRAFFIC CONTROL SPECIALIST III	7	31,255.00
TRAVEL CARD SPECIALIST	11	42,521.00

HIDALGO COUNTY

CLASSIFICATION AND COMPENSATION PAY PLAN

POSITION LIST

POSITION TITLE	GRADE	STEP 1 / MINIMUM WAGE
TRUCK DRIVER I	3	26,189.00
TRUCK DRIVER II	5	26,796.00
TRUCK DRIVER III	7	31,255.00
VETERANS SERVICES OFFICER	17	67,476.00
VOTER REGISTRATION SPECIALIST I	5	26,796.00
VOTER REGISTRATION SPECIALIST II	7	31,255.00
VOTER REGISTRATION SPECIALIST III	9	36,455.00
WELDER I	5	26,796.00
WELDER II	7	31,255.00
WELDER III	9	36,455.00
WIC AREA COORDINATOR I	14	53,565.00
WIC AREA COORDINATOR II	16	62,478.00
WIC AREA COORDINATOR III	18	72,874.00
WIC CERTIFICATION SPECIALIST I	5	26,796.00
WIC CERTIFICATION SPECIALIST II	7	31,255.00
WIC CERTIFICATION SPECIALIST III	9	36,455.00
WIC CLINIC MANAGER	12	45,923.00
WIC VENDOR LIAISON	12	45,923.00
WORKERS COMPENSATION SPECIALIST I	9	36,455.00
WORKERS COMPENSATION SPECIALIST II	11	42,521.00

AI-59628 **Human Resources** **11. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Katia Garcia, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

WIC (1292):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments.
2. Discussion, consideration, and approval to create the following part-time temporary positions not to exceed 13 weeks, effective May 22, 2017 through August 16, 2017.

Action	Dept./ Program	Position Title	Slot #	Budgeted Salary/ Hourly Rate
Create	350-020	Referral Resource Specialist I	0001	$4,680/yr. - $12.00/hr.
Create	350-020	Referral Resource Specialist I	0002	$4,680/yr. - $12.00/hr.
Create	350-020	Referral Resource Specialist I	0003	$4,680/yr. - $12.00/hr.
Create	350-020	Referral Resource Specialist I	0004	$4,680/yr. - $12.00/hr.
Create	350-020	Referral Resource Specialist I	0005	$4,680/yr. - $12.00/hr.
Create	350-020	Referral Resource Specialist I	0006	$4,680/yr. - $12.00/hr.
Create	350-020	Referral Resource Specialist I	0007	$4,680/yr. - $12.00/hr.
Create	350-020	Referral Resource Specialist I	0008	$4,680/yr. - $12.00/hr.

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

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1292-441-00-350-020-7-XXX

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

BUDGETARY IMPACT:

Funds available pending appropriation AI-59494 CC 5/2/17.

Attachments

Fiscal Note
PAR Forms & Job Descriptions

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 01:52 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Katia Garcia		Started On: 04/28/2017 11:40 AM

Final Approval Date: 04/28/2017

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, May 02, 2017 Agenda Item: 59628

Summary of request/proposal:
WIC - Food Summer Program (1292)-
Approval of the following personnel actions, effective 05/22/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1292	Referral Resource Specialist I	0001	122	0.00	4,680.00	4,680.00
1292	Referral Resource Specialist I	0002	122	0.00	4,680.00	4,680.00
1292	Referral Resource Specialist I	0003	122	0.00	4,680.00	4,680.00
1292	Referral Resource Specialist I	0004	122	0.00	4,680.00	4,680.00
1292	Referral Resource Specialist I	0005	122	0.00	4,680.00	4,680.00
1292	Referral Resource Specialist I	0006	122	0.00	4,680.00	4,680.00
1292	Referral Resource Specialist I	0007	122	0.00	4,680.00	4,680.00
1292	Referral Resource Specialist I	0008	122	0.00	4,680.00	4,680.00
				0.00	37,440.00	37,440.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1292-441-00-350-020-7-	122	FOOD SUMMER PROGRAM-	TEMP P/T EMPLOYEES	$37,440.00
7-1292-441-00-350-020-7-	211	FOOD SUMMER PROGRAM-	HEALTH INSURANCE	$0.00
7-1292-441-00-350-020-7-	212	FOOD SUMMER PROGRAM-	LIFE INSURANCE	$0.00
7-1292-441-00-350-020-7-	220	FOOD SUMMER PROGRAM-	FICA	$2,864.16
7-1292-441-00-350-020-7-	230	FOOD SUMMER PROGRAM-	RETIREMENT	$0.00
7-1292-441-00-350-020-7-	250	FOOD SUMMER PROGRAM-	UNEMPLOYMENT COMP	$224.64
7-1292-441-00-350-020-7-	260	FOOD SUMMER PROGRAM-	WORKER'S COMP	$351.94
			2017 Budgetary Impact	$40,880.74

Possible Funding Sources: Appropriation of funds AI-59494

Comments:

Hidalgo Co. Budget Office

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 27 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC / 350 - 020 PR

DATE: 5-02-17

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0001-008 PR

REQUESTED POSITION TITLE: REFERRAL RESOURCE SPECIALIST I
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ ~~37,440~~ 4,680 X 8 (Proposed Budgeted Salary) $ ~~0~~ 37,440 (Net Change) PR

Position to be funded from one of the following:

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

☑ Other Summer Food Program Grant / 7-1292-441-00-350-020-7-122

POSITION Type:

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

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

$ 12.00 X 30 = 360 X 13 WKS = 4,680
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

05-22-17	08-16-17	5 days 6hrs day	30	13 weeks
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Position needed for summer food program for 13 weeks only

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

See job description attached

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Clarissa Ramirez/mg	DEPARTMENT HEAD	4/27/17 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. sdfgsdfg	HUMAN RESOURCES DIRECTOR	4/28/2017 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/28/17 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY WIC PROGRAM

REFERRAL RESOURCE SPECIALIST I

GENERAL DESCRIPTION

Performs various tasks as needed and directed by the Clinic Supervisor or designee. Tasks include to encourage and explain benefits of participation in the Summer Food Program while promoting WIC outreach within the community, maintain a clean/healthy environment/eating area, perform reception, clerical, and clinical duties.

EXAMPLES OF WORK PERFORMED

Actively handing out referrals and printed resources to other health and community services along with summer meals

Provide services in a professional and courteous manner

Engaging participants and explaining WIC benefits if the person receiving a meal is not currently a WIC participant (those accompanying WIC participants)

Prepare site for daily meals

Maintain a clean and healthy environment in the eating area

Sweep and mop the area, as needed

Collect and dispose of trash, as needed

May travel and work in other clinic sites as deemed necessary

Support and promote breastfeeding

Filing duties such as file/pull participants charts, copying participant's documents for file, labeling file folders, filing daily reports

Phone duties such as appointment reminder phone calls or verifying Medicaid eligibility by phone

Clinic duties such as gathering client paperwork, performing quick intakes, collecting participant shopping lists, or handing out WIC EBT cards with benefits.

Other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of Clerical and Customer Service experience preferred

Graduation from a standard senior high school diploma or equivalent is generally preferred

Experience and education may be substituted for one another

Certificates, Licenses & Registration

Applicant must have a current valid Texas Motor Vehicle Operator's license

Knowledge, Skills, and Abilities

Ability to prepare and maintain records, files and reports

Knowledge of cleaning techniques and procedures

Ability to work with confidential client information

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-59518 **Human Resources** **11. B.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

JAG (1282)/Criminal Auxiliary Court (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval of the following personnel actions, effective 03/20/2017:

Action	Dept./ Program	Slot #	Position Title	Object Code	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
Change In Funding Source	115-047	G001 (Delete)	Court Coordinator	113	$49,162.00	$0.00
				115	$900.00	$0.00
	045-001	0006 (Create)	Court Coordinator	113	$0.00	$49,162.00
				115	$0.00	$900.00

3. Approval of interdepartmental transfer.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1282-412-00-115-047-9-XXX

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

BUDGETARY IMPACT:

Cost Savings.

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-412-00-045-001-0-XXX

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

BUDGETARY IMPACT:

Funds available; interdepartmental transfer.

Attachments

Fiscal Note
Transfer

PAR's

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2017 03:05 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Diana Munoz		Started On: 04/21/2017 01:51 PM
Final Approval Date: 04/28/2017		

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, May 02, 2017 Agenda Item: 59518

Summary of request/proposal:
JAG (1282): Approval of the following personnel actions, effective 3/20/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1282	Court Coordinator	G001	113	49,162.00	0.00	(49,162.00)
			115	900.00	0.00	(900.00)
				50,062.00	0.00	(50,062.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1282-412-00-115-047-9-	113	JAG-	REG F/T EMPLOYEES	($38,762.35)
7-1282-412-00-115-047-9-	115	JAG-	LONGEVITY PAY	($709.62)
7-1282-412-00-115-047-9-	211	JAG-	HEALTH INSURANCE	($4,967.31)
7-1282-412-00-115-047-9-	212	JAG-	LIFE INSURANCE	($34.35)
7-1282-412-00-115-047-9-	220	JAG-	FICA	($3,019.61)
7-1282-412-00-115-047-9-	230	JAG-	RETIREMENT	($4,527.43)
7-1282-412-00-115-047-9-	250	JAG-	UNEMPLOYMENT COMP	($236.83)
7-1282-412-00-115-047-9-	260	JAG-	WORKER'S COMP	($82.89)
			2017 Budgetary Impact	($52,340.39)

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, May 02, 2017 Agenda Item: 59518

Summary of request/proposal:
Auxiliary Court (1100): Approval of the following personnel actions, effective 3/20/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Court Coordinator	0006	113	0.00	49,162.00	49,162.00
			115	0.00	900.00	900.00
				0.00	50,062.00	50,062.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-412-00-045-001-0-	113	AUXILIARY CRT-	REG F/T EMPLOYEES	$38,762.35
7-1100-412-00-045-001-0-	115	AUXILIARY CRT-	LONGEVITY PAY	$709.62
7-1100-412-00-045-001-0-	211	AUXILIARY CRT-	HEALTH INSURANCE	$4,967.31
7-1100-412-00-045-001-0-	212	AUXILIARY CRT-	LIFE INSURANCE	$34.35
7-1100-412-00-045-001-0-	220	AUXILIARY CRT-	FICA	$3,019.61
7-1100-412-00-045-001-0-	230	AUXILIARY CRT-	RETIREMENT	$4,527.43
7-1100-412-00-045-001-0-	250	AUXILIARY CRT-	UNEMPLOYMENT COMP	$236.83
7-1100-412-00-045-001-0-	260	AUXILIARY CRT-	WORKER'S COMP	$82.89
			2017 Budgetary Impact	$52,340.39

Possible Funding Sources: Interdepartmental Transfer.

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: **May 2, 2017**

DEPARTMENT HEAD: **Sergio Cruz**

DEPARTMENT NAME: **Dept. of Budget & Mgmt for Auxiliary Court**

ACCOUNT NUMBER: **7-1100-41X-00-XX5-00X-0-XXX**

2017
Transfer
AI-59518

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

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			
7-1100-415-00-115-002-0- 899	Co Wide Adm-	Contingency	(52,340.39)
TO			
7-1100-412-00-045-001-0- 113	Auxiliary Crt-	Reg F/T Employees	38,762.35
7-1100-412-00-045-001-0- 115	Auxiliary Crt-	Longevity Pay	709.62
7-1100-412-00-045-001-0- 211	Auxiliary Crt-	Health Insurance	4,967.31
7-1100-412-00-045-001-0- 212	Auxiliary Crt-	Life Insurance	34.35
7-1100-412-00-045-001-0- 220	Auxiliary Crt-	FICA	3,019.61
7-1100-412-00-045-001-0- 230	Auxiliary Crt-	Retirement	4,527.43
7-1100-412-00-045-001-0- 250	Auxiliary Crt-	Unemployment Comp	236.83
7-1100-412-00-045-001-0- 260	Auxiliary Crt-	Workers Comp	82.89
TOTAL BUDGET INCREASE (DECREASE)			**$ 0.00**

REASON: **Transfer needed to fund personnel action, AI-59518, CC 05/02/17.**

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
APR 19 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	04/19/2017	**CURRENT POSITION TITLE:**	Court Coordinator
DEPARTMENT NAME:	JAG	**CURRENT SLOT NO.:**	G001
DEPARTMENT NO.:	115-047	**REQUESTED POSITION TITLE:**	

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Change in funding source

SALARY REQUEST:

$ 49,162.00	$ 0.00	-$ 49,162.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step 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 _____

POSITION TYPE:

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Position and employee transfer to Auxiliary Court.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 04/19/2017
Department of Human Resources	Date 4/21/2017
Department of Budget & Management	Date 4/28/17

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
APR 19 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM
(ALLOWANCES)

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	04/19/2017	**CURRENT POSITION TITLE:**	Court Coordinator
DEPARTMENT NAME:	JAG	**CURRENT SLOT NO.:**	G001
DEPARTMENT NO.:	115-047	**REQUESTED POSITION TITLE:**	

ALLOWANCE REQUEST: *Type of Allowance*

- [x] Longevity
- [ ] Supplemental
- [ ] Interpreter
- [ ] Auto
- [ ] Clothing

	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
Allowance Amount:	$ 900.00	$ 0.00	-$ 900.00

TOTAL BUDGETARY IMPACT: -$ 900.00

POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:

- [ ] Current Department Budget
- [ ] Salary Adjustment
- [ ] Annual Budget Cycle
- [ ] Other
- [ ] Will Require Additional Funds

POSITION TYPE:

- [x] Full Time Regular Object Code 113
- [ ] Full Time Temporary Object Code 121
- [ ] Part Time Regular Object Code 114
- [ ] Part Time Temporary Object Code 122

CIVIL SERVICE:

- [x] Exempt
- [ ] Non-Exempt

FLSA:

- [ ] Exempt
- [x] Non- Exempt

JUSTIFICATION/PRIORITY: (*Explain why this allowance request is essential)*

Position and employee transfer to Auxiliary Court.

COMMENTS: (*Any comments you wish to make regarding this request, attach additional pages if needed)*

Department Head	Date: 04/19/2017
Department of Human Resources	Date
Department of Budget & Management	Date: 4/28/17

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
APR 19 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 04/19/2017
DEPARTMENT NAME: Auxiliary Court
DEPARTMENT NO.: 045-001
CURRENT POSITION TITLE:
CURRENT SLOT NO.: Proposed 0006
REQUESTED POSITION TITLE: Court Coordinator

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Change in funding source

SALARY REQUEST:

$ 0.00	$ 49,162.00	$ 49,162.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step 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

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt
FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Position and employee transfer from JAG.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 04/19/2017
Department of Human Resources	Date 4/21/2017
Department of Budget & Management	Date 4/28/17

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
APR 19 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM
(ALLOWANCES)

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 04/19/2017
DEPARTMENT NAME: Auxiliary Court
DEPARTMENT NO.: 045-001
CURRENT POSITION TITLE:
CURRENT SLOT NO.: Proposed 0006
REQUESTED POSITION TITLE: Court Coordinator

ALLOWANCE REQUEST: *Type of Allowance*

- [x] Longevity
- [ ] Supplemental
- [ ] Interpreter
- [ ] Auto
- [ ] Clothing

Allowance Amount:

$ 0.00	$ 900.00	$ 900.00
Current Budgeted Amount	Proposed Budgeted Amount	Net Change

TOTAL BUDGETARY IMPACT: $ 900.00

POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:

- [ ] Current Department Budget
- [ ] Salary Adjustment
- [ ] Annual Budget Cycle
- [ ] Other
- [ ] Will Require Additional Funds

POSITION TYPE:

- [x] Full Time Regular Object Code 113
- [ ] Full Time Temporary Object Code 121
- [ ] Part Time Regular Object Code 114
- [ ] Part Time Temporary Object Code 122

CIVIL SERVICE:

- [x] Exempt
- [ ] Non-Exempt

FLSA:

- [ ] Exempt
- [x] Non- Exempt

JUSTIFICATION/PRIORITY: (*Explain why this allowance request is essential*)

Position and employee transfer from JAG.

COMMENTS: (*Any comments you wish to make regarding this request, attach additional pages if needed*)

Department Head	Date 04/19/2017
Department of Human Resources	Date 4/21/2017
Department of Budget & Management	Date 4/28/17

AI-59522 **Human Resources** **11. C.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Sheriff / Jail (1100) / Jail Commissary (2102):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 05/15/2017:

Action	Slot#	Dept./Program	Current Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Salary Adjustment / Increase	0021	280-001	Accountant IV	$28,920.00	$14,920.00
	0016	280-015		$24,645.00	$40,080.00
Create	0428	280-001	Program Manager I	$0.00	$49,920.00
Create	0429	280-001	Technician III	$0.00	$33,755.00
Delete / Longevity (delete)	0362	280-001	Procurement Specialist	$45,920.00	$0.00
				$900.00	$0.00
Delete	0424	280-001	Technician I	$24,960.00	$0.00

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Cost Savings

CALENDAR YEAR: 2017 **ACCT. #:** 7-2102-423-21-280-015-0-XXX

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

BUDGETARY IMPACT:

Funds available in Jail Commissary account.

Attachments

Fiscal Note
PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2017 04:12 PM
Human Resources	Diana Munoz	04/27/2017 03:16 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Diana Munoz		Started On: 04/21/2017 03:38 PM
Final Approval Date: 04/28/2017		

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, May 02, 2017 Agenda Item: 59522

Summary of request/proposal:
Sheriff (1100)-
Approval of the following personnel actions, effective 05/15/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Accountant IV	0021	113	28,920.00	14,920.00	(14,000.00)
1100	Procurement Specialist	0362	113	45,920.00	0.00	(45,920.00)
1100	Procurement Specialist	0362	115	900.00	0.00	(900.00)
1100	Program Manager I	0428	113	0.00	49,920.00	49,920.00
1100	Technician III	0429	113	0.00	33,755.00	33,755.00
1100	Technician I	0424	113	24,960.00	0.00	(24,960.00)
				100,700.00	98,595.00	(2,105.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-421-00-280-001-0-	113	SHERIFF-	REG F/T EMPLOYEES	($764.71)
7-1100-421-00-280-001-0-	115	SHERIFF-	LONGEVITY PAY	($571.15)
7-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
7-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
7-1100-421-00-280-001-0-	220	SHERIFF-	FICA	($102.19)
7-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	($153.22)
7-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	($8.02)
7-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	($2.81)
			2017 Budgetary Impact	($1,602.10)

2018 Budgetary Impact: ($2,524.52)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, May 02, 2017 Agenda Item: 59522

Summary of request/proposal:
Sheriff - Jail Commissary (2102)-
Approval of the following personnel actions, effective 05/15/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Accountant IV	0016	113	24,645.00	40,080.00	15,435.00
				24,645.00	40,080.00	15,435.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-2102-423-21-280-015-0-	113	JAIL COMMISSARY-	REG F/T EMPLOYEES	$9,795.29
7-2102-423-21-280-015-0-	211	JAIL COMMISSARY-	HEALTH INSURANCE	$0.00
7-2102-423-21-280-015-0-	212	JAIL COMMISSARY-	LIFE INSURANCE	$0.00
7-2102-423-21-280-015-0-	220	JAIL COMMISSARY-	FICA	$749.34
7-2102-423-21-280-015-0-	230	JAIL COMMISSARY-	RETIREMENT	$1,123.52
7-2102-423-21-280-015-0-	250	JAIL COMMISSARY-	UNEMPLOYMENT COMP	$58.77
7-2102-423-21-280-015-0-	260	JAIL COMMISSARY-	WORKER'S COMP	$20.57
			2017 Budgetary Impact	$11,747.49

2018 Budgetary Impact: $18,511.19

Possible Funding Sources: Funds available from within.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 20 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 -001

DATE: 4-13-2017

CURRENT POSITION TITLE: PROCUREMENT SPECIALIST

CURRENT SLOT. #: 001-362

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	$ 45,920.00 Current Budgeted Salary	$ 0 Proposed Budgeted Salary	$ ($45,920.00) Net Change
Allowance (Longevity)	$ 900.00	$ 0	$ -900.00 Dm.

Dm.

Position to be funded from one of the following:

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

☑ Other To fund new position

POSITION Type:

Full Time Employee Object 113 ✓ | Part Time Employee Object 114 ☐ | _____

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

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

TEMPORARY POSITIONS:

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

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

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

To delete position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	4-19-17 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	4/21/2017 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	4/26/17 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 20 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 -001
Jail Commissary 280.015

DATE: 4-19-2017

CURRENT POSITION TITLE: ACCOUNTANT IV

CURRENT SLOT. #: 001-021/015-016

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary adjustment/increase

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

POSITION SALARY REQUEST:

	(280-015) 24,645.00	$40,080.00	$15,435.00
Salary Amount:	$ (280-001) 28,920.00	$ 14,920.00	$ (14,000.00)
	Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☑ Other Fundings from Commissary account

POSITION Type:

Full Time Employee Object 113 ✓ | Part Time Employee Object 114 ☐

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

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Adjustments of this position is necessary to meet the Sheriff's Office needs. The Job content, job responsibilities and level of knowledge for this position is consistent with the position adjustment requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the position

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 4-19-17	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 4/21/2017	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 4/26/17	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

Commissary Account #7-2102-423-21-280-015-0

Justification for Grants Accountant III/Procurement Specialist Commissary Duties by Week (40 hours)

Accountant IV Salary			$55,000.00
Commissary Duties	**40**		**%**
*Generate daily reports from Odyssey to coincide with bank deposits and disbursements.	2.40		6.00%
*Pay bills for the Jail Commissary (invoices for items sold to inmates, commissary operationg expenses, etc.	4.20		10.50%
*Pay sales tax.	4.20		10.50%
*Calculate sales for the month.	4.00		10.00%
*Prepare monthly financial statements for Jail Commissary.	5.20		13.00%
*Prepare monthly financial statements for the Inmate Trust Account.	6.00		15.00%
Preparing monthly financial statements for the Sheriff's Trust "B", Regular Trust, and Investigation Fund	3.00		7.50%
Total hours per Week	29.00	Work % Salary	**72.50%**

Commissary Salary	$40,080.00

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 20 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280-001

DATE: 4-19-2017

CURRENT POSITION TITLE:

CURRENT SLOT. #: SLOT #
(Proposed) 0428

REQUESTED POSITION TITLE: PROGRAM MANAGER I
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 49,920.00 (Proposed Budgeted Salary) $ 49,920.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funds from deleted slot #001-362 and slot #001-021

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Re-organization of personnel, funded from deleted position.

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

Manage programs,prepares reports on federal, state & local grants, regulation and statistics. Will specialize in phases of accounting work such as federal funds accounting; property and equipment control, cost and payroll. Procurement duties include conducting value analysis and contract administration. Develops products and bid specifications and helps identify potential vendors. May assigned and/or supervise the work of others.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 4/20/17	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 4/21/2017	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 4/26/17	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 27 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280-001

DATE: 4-26-2017

CURRENT POSITION TITLE: TECHNICIAN I

CURRENT SLOT. #: 001-424

0424

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 24,960.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (24,960.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other To create and upgrade positions

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

To delete position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	4-27-17 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	4/28/2017 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	4/28/17 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 27 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 - 001

DATE: 4-26-2017

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0429 (Proposed)

REQUESTED POSITION TITLE: Technician III
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 33,755.00 (Proposed Budgeted Salary) $ 33,755.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funds from slot #001-021 and deleted position.

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Re-organization of personnel, funded from deleted position

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

Coordinates ordering, receiving, inventory, assembly, assembly, integration, check out, delivery and installation of personal computer related hardware and software. Monitors and manipulates computer set up options for routine computer operations. Works with the Repository Administrator to coordinate software and hardware inventory. Configures and installs PCs and related software and set up and configure network connections to file servers, application servers and the internet.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	4-27-17 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	4/28/2017 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	4/28/17 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-59231 **Human Resources** **11. D.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

139th DC (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments.
2. Discussion, consideration, and approval of the following personnel action effective next full pay period, 5/15/2017:

Action	Dept./ Program	Slot#	Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
Salary Adjustment (Increase) / Add Allowance (Interpreter Pay)	003-001	0003	Bailiff	$45,092.00	$50,395.00
				$0.00	$6,000.00

3. Approval of intradepartmental transfer.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-412-00-003-001-0-XXX

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

BUDGETARY IMPACT:

Funds available; intradepartmental transfser.

Attachments

Fiscal Note
PAR
transfer-revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2017 04:11 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Diana Munoz		Started On: 03/31/2017 04:12 PM
Final Approval Date: 04/28/2017		

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, May 02, 2017 Agenda Item: 59231

Summary of request/proposal:
139th DC (1100)-
Approval of the following personnel actions, effective 05/15/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Bailiff	0003	113	45,092.00	50,395.00	5,303.00
			116	0.00	6,000.00	6,000.00
				45,092.00	56,395.00	11,303.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-412-00-003-001-0-	113	139TH DC-	REG F/T EMPLOYEES	$3,569.33
7-1100-412-00-003-001-0-	116	139TH DC-	INTERPRETER PAY	$4,038.46
7-1100-412-00-003-001-0-	211	139TH DC-	HEALTH INSURANCE	$0.00
7-1100-412-00-003-001-0-	212	139TH DC-	LIFE INSURANCE	$0.00
7-1100-412-00-003-001-0-	220	139TH DC-	FICA	$582.00
7-1100-412-00-003-001-0-	230	139TH DC-	RETIREMENT	$872.61
7-1100-412-00-003-001-0-	250	139TH DC-	UNEMPLOYMENT COMP	$45.65
7-1100-412-00-003-001-0-	260	139TH DC-	WORKER'S COMP	$237.36
			2017 Budgetary Impact	$9,345.41

Possible Funding Sources: Intradepartmental Transfer

Comments:

Hidalgo Co. Budget Office
2/3/2005

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
APR 24 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	04/21/2017	**CURRENT POSITION TITLE:**	Bailiff
DEPARTMENT NAME:	139th DC	**CURRENT SLOT NO.:**	0003
DEPARTMENT NO.:	003-001	**REQUESTED POSITION TITLE:**	N/A

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adj/Interpreter Pa

SALARY REQUEST:	$ 45,092.00 Current Grade & Step Budgeted Salary	$ 50,395.00 Proposed Grade & Step Budgeted Salary	$ 5,303.00 Net Change
Allowance **SALARY REQUEST:**	$ 0.00 Current Grade & Step Budgeted ~~Salary~~ Allowance	$ 6,000.00 Proposed Grade & Step Budgeted ~~Salary~~ Allowance	$ 6,000.00 Net Change

Dm.

TOTAL BUDGETARY IMPACT: $ 11,303.00

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 Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ (Annual Salary / 2080 hrs per year = Hourly Rate) Hourly Rate _____

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

To adjust employee's salary in accordance with the Classification & Compensation plan.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 4/24/17
Department of Human Resources	Date 4/25/2017
Department of Budget & Management	Date 4/28/17

HR Form: 032 *2/9/2017*

DATE: May 2, 2017

2017
Transfer

AI-59231

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 139th DC

ACCOUNT NUMBER: 7-1100-412-00-003-001-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	113	Reg F/T Employees	3,569.33
890	Other	116	Interpreter Pay	4,038.46
890	Other	220	FICA	582.00
890	Other	230	Retirement	872.61
890	Other	250	Unemployment Comp	45.65
890	Other	260	Workers Comp	237.36
			TOTAL	$ 9,345.41

REASON:
Transfer needed to fund personnel action, AI-59231, CC 05/02/17.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-59641 **Urban County** **12. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Subject to Compliance with HB 1295, Requesting authorization and/or approval to enter into a Takeover Agreement with Western American Insurance Company. The Surety Company will be undertaking the completion of the Original Contract for CAS Companies, L.P. in accordance with the terms of the Performance Bond for the Hidalgo County Precinct #4 – Parks and Recreation Improvements – Sunflower Park.

BACKGROUND

on or about December 21, 2016, the County declared the Former Contractor in default in the performance of the Original Contract and terminated the Former Contractor's right to proceed thereunder, and the County has called upon the Surety to fulfill its obligations as surety under the terms of the Performance Bond.

Fiscal Impact

Attachments

Agreement
Legal Approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 02:31 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Sandra Regalado Started On: 04/28/2017 01:54 PM
Final Approval Date: 04/28/2017

TAKEOVER AGREEMENT

County: Hidalgo
Project: Hidalgo County Precinct #4 – Parks and Recreation Improvements – Sunflower Park

This Takeover Agreement (the "Agreement") is made and entered into this _____ day of _____, 2017, by and between Western American Insurance Company (the "Surety") and the Hidalgo County acting by and through its Urban County Program (the "County.")

RECITALS:

WHEREAS, on or about January 28, 2014, CAS Companies, L.P. (the "Former Contractor") and the County entered into a contract (the "Original Contract") for the Former Contractor to furnish all labor and material and perform all work on Hidalgo County Precinct #4 – Parks and Recreation Improvements – Sunflower Park (the "Project") in accordance with the terms and provisions of the Original Contract, including all contract documents forming a part of the Original Contract; and

WHEREAS, on or about February 12, 2014 as required by law and under the terms of the Original Contract, the Former Contractor and the Surety made, executed, and delivered to the County a performance bond and a payment bond, Bond No. 58S201635 (collectively, the "Bonds"), both in the penal sum of $780,382.50; and

WHEREAS, on or about December 21, 2016, the County declared the Former Contractor in default in the performance of the Original Contract and terminated the Former Contractor's right to proceed thereunder, and the County has called upon the Surety to fulfill its obligations as surety under the terms of the Performance Bond;

WHEREAS, on or about February 9, 2016, the County declared substantial completion and issued a punchlist for the Project; and

WHEREAS, the Surety is willing to undertake the completion of the Original Contract in accordance with the terms of the Performance Bond and this Agreement.

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy therefor being hereby acknowledged, the County and Surety agree as follows:

AGREEMENT:

1. The Surety hereby undertakes to cause the performance of the terms, covenants, and conditions of the Original Contract, including all modifications thereto, and agrees to be bound by the Original Contract. The County acknowledges that the Surety, by its execution of this Agreement, is acting in its capacity as the surety for the Former Contractor in making arrangements for the performance and completion of the Original Contract, and not as a completing contractor, and that the Surety is not assuming any

obligations or liabilities beyond those set forth in the Bonds. In no event can the Surety's obligation or loss exceed the penal sum of the Bond. As to the completion of the Original Contract, except as otherwise provided in this Agreement, the Surety is entitled to all rights, title, and interest of the Former Contractor in and to the Original Contract in all respects as if the Surety were the original party to the Original Contract. The term "Contractor" as used in the Original Contract, shall be deemed, after the effective date of this Agreement, to refer to the Surety rather than to the Former Contractor.

2. The County acknowledges that the Surety will subcontract the performance of the work under the Original Contract to a completion contractor ("the Completion Contractor). The Parties agree that the work remaining under the Original Contract are specified in Exhibit A to this Agreement.

3. The Surety shall satisfy the required insurance obligations under the Original Contract by providing evidence of the required insurance coverage carried by the Completion Contractor, with the Surety being named as an additional insured under the policy or policies. Work will not be allowed to commence until the County receives satisfactory insurance.

4. The Surety shall notify the County of its intent to start work in writing.

5. The County and the Surety agree that as of the date of this Agreement:

(a) The authorized amount of the Original Contract, including all approved change order amounts, is the sum of $794,349.50;

(b) The amount paid on the Original Contract is the sum of $649,132.32;

(c) The amount held as retainage is the sum of $75,274.38;

(d) The estimated remaining contract balance (including retainage and current contract estimate balance) is the sum of $145,217.18;

(e) Change Order No. 16 will reduce the scope and available contract balances by the sum of $56,988.16.

(f) The revised estimated remaining contract balance is the sum of $88,229.02.

(g) As of the date of the execution of this Agreement, the County represents and warrants that, according to the records available to it, the above stated amounts are accurate. The Surety reserves the right to verify the accuracy of the above amounts.

6. The County agrees that the amount of the Original Contract, including all approved change orders, minus the amount paid and any special deductions, is dedicated to the completion of the Original Contract pursuant to this Agreement. The County will make final payment to the Surety in accordance with the terms of the Original Contract and this Agreement. The County agrees that it will not withhold funds earned under this Agreement by the Surety or the Former Contractor under the Original Contract pursuant

to this Agreement for any claims made by subcontractors or suppliers to Former Contractor, or for any claims, issues, or alleged problems with other projects performed by the Former Contractor or Surety.

7. The County and the Surety agree that each party is and shall be responsible for its own costs and expenses not set forth in this Agreement, that have been incurred to date, including legal, professional, survey, inventory preparation, and other fees.

8. Insofar as the County has any right, title, or interest therein, the County agrees that the Surety and its Completion Contractor shall have the right to use, without charge, any of the equipment, materials, and appurtenances furnished or supplied by the Former Contractor that may be stored on or about the premises of the Project site or materials that may have been fabricated for use in connection with the Original Contract, whether or not presently upon the Project site.

9. The Surety shall be represented at the Project by the Completion Contractor. Prior to the issuance of the Notice to Proceed, the Surety shall specifically authorize in writing an individual with the Completion Contractor to be its representative (the "Authorized Individual") solely for the purposes set forth in this paragraph. The Authorized Individual will represent the Surety in dealing with the County on day to day construction issues with respect to the Project. Payments from the County shall be made payable to the Surety and transmitted to the Surety at the following address, unless and until the County is notified in writing of any different addresses:

Rudy Dominquez
Surety Claims Counsel
Liberty Mutual Surety
8350 N. Central Expressway, Suite 850
Dallas, Texas 75206

10. The total liability of the Surety under this Agreement and the Performance Bond for the performance of the work is limited to and shall not exceed the penal sum of the Performance Bond in the amount of $780,382.50. All payments made by the Surety for the performance of the Original Contract shall be credited against the penal sum of the Performance Bond. Nothing in this Agreement constitutes a waiver of such penal sum or an increase in the liability of the Surety under the Performance Bond.

11. In no event shall the County withhold any payments from the Surety because of or on account of any claims, liens, suits, or demands by and persons or entities furnishing or alleging to have furnished labor and/or materials to the Project. The Payment Bond shall remain in full force and effect in accordance with its terms and provisions. The total liability of the Surety under the Payment Bond is limited to and shall not exceed the penal sum of the Payment Bond in the amount of $780,382.50. All Payment Bond payments made by the Surety shall be credited against the penal sum of the Payment Bond. Nothing in this Agreement constitutes a waiver of such penal sum or an increase in the liability of the Surety under the Payment Bond.

12. This Agreement is solely for the benefit of the County and the Surety. The County and the Surety do not intend by any provision of this Agreement to create any rights in or increase the rights of any third-party beneficiaries, nor to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County and the Surety. Specifically, the County and the Surety acknowledge that nothing in this Agreement shall extend or increase the rights of any third-party claimants or the liabilities or obligations of the Surety under the Bonds.

13. This Agreement constitutes the whole of the understanding, discussions, and agreements by and between the County and the Surety. The terms and provisions of this Agreement are contractual and not mere recitals. The County and the Surety acknowledge that there have been no oral, written, or other agreements of any kind as a condition precedent to or to induce the execution and delivery of this Agreement. Any written or oral discussions conducted prior to the effective date of this Agreement shall not in any way vary or alter the terms of this Agreement.

14. This Agreement shall not be changed, amended, or altered in any way except in writing and executed by both the County and the Surety.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

16. This Agreement shall be governed by and controlled by the laws of the State of Texas.

17. Any notices which are required to be given by the terms of this Agreement or the Bonds shall be made as follows:

As to the County:

Via certified mail, return receipt requested,
postage prepaid to:

Hidalgo County acting by and through its Urban County Program
c/o Stephen L. Crain
Atlas, Hall & Rodriguez, LLP
PO Box 3725
McAllen, Texas 78502-3725

As to the Surety:
Via certified mail, return receipt requested,
postage prepaid to:

Rudy Dominquez
Surety Claims Counsel
Liberty Mutual Surety
8350 N. Central Expressway, Suite 850
Dallas, Texas 75206

18. This Agreement is effective as of the date first written above.

19. This Agreement shall be binding upon the parties and their respective successors and assigns.

20. In the event that one or more provisions of this Agreement shall be declared to be invalid, illegal, or unenforceable in any respect, unless such invalidity, illegality, or unenforceability shall be tantamount to a failure of consideration, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

21. It is understood and agreed by the County and the Surety that this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated above, and each of the undersigned personally represent and warrant that they have the full right, power, and authority to execute this Agreement on behalf of the respective parties.

COUNTY

Hidalgo County acting by and through its
Urban County Program

By: _____

_____

_____

_____

SURETY

Western American Insurance Company

By: _____
Rudy Dominquez
Surety Claims Counsel
Liberty Mutual Surety
8350 N. Central Expressway, Suite 850
Dallas, Texas 75206

Exhibit A – Scope of Work

1. Repair water line leak around restrooms
2. Close-Out Documents
    a. Certificate of Construction Completion (warranties run from dates specified in specifications)
    b. Contractor's Release and Waiver of Lien (only as to Completion Contractor's subs)
3. Section 01700 – Contract Close-Out
    a. Final Cleaning
    b. Record Document - Section 01780 Project Record Documents
    c. Detailed information for document preparation & turnover
    d. O&M's (only required for divisions 15 & 16)
    e. Warranties and Bonds, as specified below
4. Section 02282 – Termite Control
    a. Provide warranty for period of 2 years from date of treatment, signed by Applicator and Contactor
5. Section 07 41 13 – Metal Roof Panels
    a. Special Finish Warranty – 25 years from date of Substantial Completion
6. Section 08100 – Hollow Metal Doors and Frames
    a. Warrant for one year against becoming unserviceable
7. Section 09900 – Painting and Staining
    a. Two years against becoming unserviceable or objectionable appearance
8. Section 10800 – Toilet Room Accessories
    a. Three years or provide manufacturer's standard warranty for specified products
9. Section 265633 – Electrical Warranty

Zimbra **sandra.regalado@co.hidalgo.tx.us**

Fwd: Hidalgo County - Proposed Takeover Agreement

From : Monica Badillo <monica.badillo@co.hidalgo.tx.us> Wed, Apr 26, 2017 01:27 PM
Subject : Fwd: Hidalgo County - Proposed Takeover Agreement 2 attachments
To : Maria Lucio <maria.lucio@co.hidalgo.tx.us>
Cc : Sandra Regalado <sandra.regalado@co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>, P.R. Avila II <patricio.avila@co.hidalgo.tx.us>

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

From: "Steve Crain" <scrain@atlashall.com>
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Cc: "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>
Sent: Wednesday, April 26, 2017 12:04:53 PM
Subject: FW: Hidalgo County - Proposed Takeover Agreement

This is the revised agreement to correct Hidalgo County's name on the agreement.

From: Ryan Dry [mailto:rdry@kfplaw.com]
Sent: Wednesday, April 26, 2017 11:21 AM
To: Steve Crain <scrain@atlashall.com>
Subject: RE: Hidalgo County - Proposed Takeover Agreement

Steve-

Please see the attached.

Thanks,

Ryan Dry
214.945.3027

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, April 25, 2017 10:25 AM
To: Ryan Dry
Subject: RE: Hidalgo County - Proposed Takeover Agreement

The original contract states the party to the contract is Hidalgo County acting by and through its Urban County Program. If you can revise and scan it back to me by Thursday it will be on the agenda of Commissioners Court next Tuesday. Thanks.

From: Ryan Dry [mailto:rdry@kfplaw.com]
Sent: Tuesday, April 25, 2017 9:33 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Kendel Haley <khaley@kfplaw.com>
Subject: RE: Hidalgo County - Proposed Takeover Agreement

Steve-

Just to clarify, you'd like me to change the defined term "Owner" to be "Hidalgo County acting by and through its Urban County Program"?

Thanks,

Ryan Dry
214.945.3027

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, April 24, 2017 3:49 PM
To: Ryan Dry
Subject: RE: Hidalgo County - Proposed Takeover Agreement

Ryan: Can you please revise the Takeover Agreement to change the owner to comply with the original contract. In the original contract the owner was Hidalgo County acting by and through its Urban County Program. We would like to approve the agreement next Tuesday and would need the revised agreement by Thursday of this week. Thanks.

From: Ryan Dry [mailto:rdry@kfplaw.com]
Sent: Wednesday, April 19, 2017 3:20 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Hidalgo County - Proposed Takeover Agreement

Steve-

Under a reservation of its rights, the Surety has prepared the attached Takeover Agreement for your review. If the County is agreeable to the proposed agreement, the Surety will retain a completion contractor to complete the remaining scope as identified in the attached.

Please let me know if you have any questions, suggested changes, or would like to discuss.

Thanks,

Ryan Dry

Krebs Farley PLLC
2301 W. Plano Parkway Ste. 200
Plano, Texas
214.945.3027

TAKEOVER AGREEMENT - FINAL.DOCX
27 KB

TAKEOVER AGREEMENT - FINAL.PDF
209 KB

AI-59545 **Urban County** **12. B.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Presentation on the status of the Delta Area Connector/East Lateral Phase I, II and III by LeFevre Engineering & Management Consulting, LLC.

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 02:29 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Sandra Regalado Started On: 04/25/2017 11:07 AM

Final Approval Date: 04/28/2017

12B

Delta Area Connector/East Lateral Drainage Ditch
Overall Project Status

PRESENTED BY LeFEVRE ENGINEERING & MANAGEMENT CONSULTING,LLC

Hidalgo County, Texas

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC

THE COUNTY OF HIDALGO TEXAS

TEXAS GENERAL LAND OFFICE ESTABLISHED 1836

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HCDD1

MAY 2, 2017

INTRODUCTIONS & PARTIES INVOLVED

- Texas General Land Office
- Hidalgo County - Urban County Program
- Hidalgo County Precinct No. 1
- Hidalgo County Drainage District No. 1
- DOS Logistics, INC
- LeFevre Engineering & Mang. Conslt.,LLC
- Saenz Brothers Construction, LLC

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

AGENDA

- Welcome and Introductions
- **Description of the Project**
- Overall Project Map
- Project Budget and Schedule
- Progress of Project and Video
- Questions

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

PROJECT DESCRIPTION

- Delta Area Connector/East Lateral Drainage Ditch Project
  - Proposed ditch section of 160 feet of width and 7 miles in length connecting from Mercedes Lateral Drainage system up to the Main Floodwater Channel.
  - These drainage improvements will serve drainage relief to more than approximately 55,000 residents and 15 rural colonias for a total of 56 square miles within Precinct No. 1.
  - Project consist of a total of 14 road crossings (two on TxDOT R.O.W) & 2 outfall structures and over 1.3 Million Cubic Yards of material excavation.

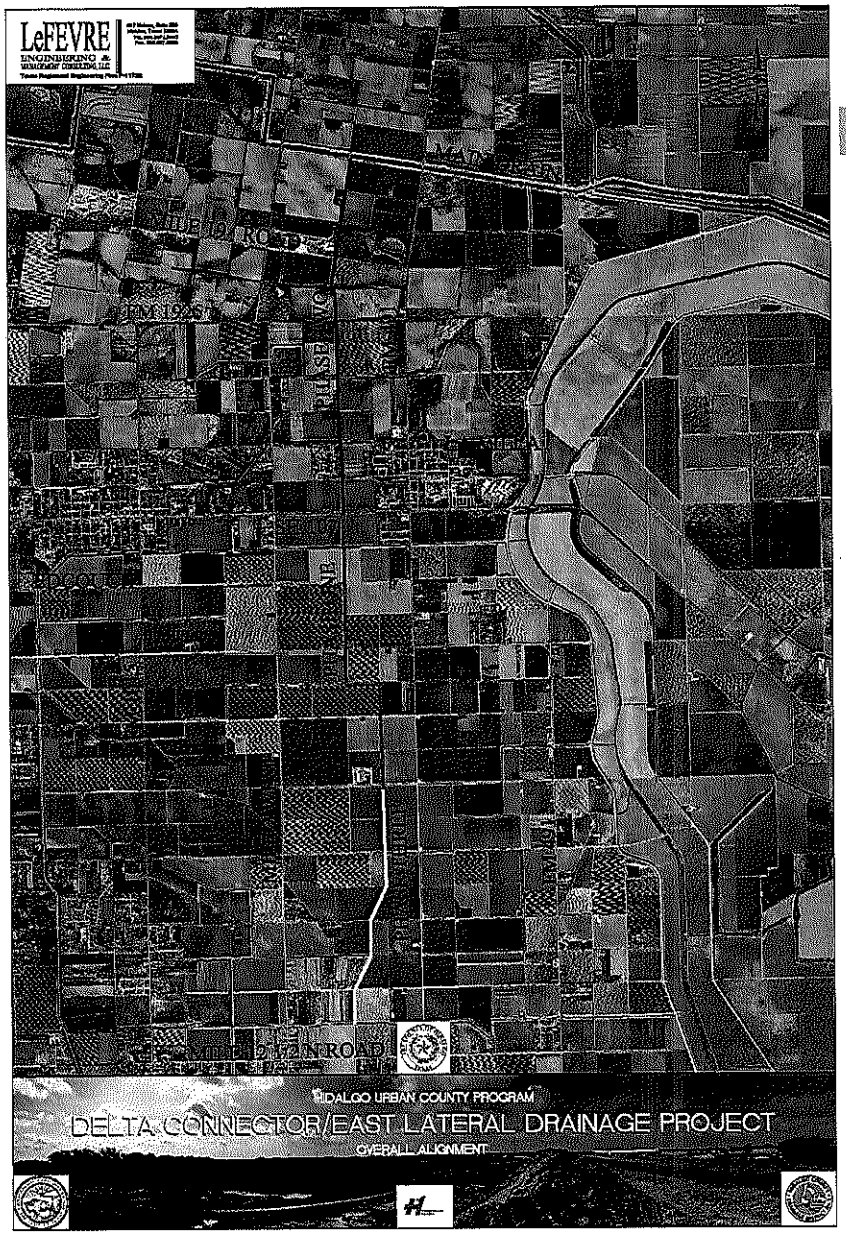
LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

AGENDA

- Welcome and Introductions
- Description of the Project
- **Overall Project Map**
- Project Budget and Schedule
- Progress of Project and Video
- Questions

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

East Lateral Drainage Ditch Alignment



LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

AGENDA

- Welcome and Introductions
- Description of the Project
- Overall Project Map
- **Project Budget and Schedule**
- Progress of Project and Video
- Questions

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

PROJECT BUDGET AND SCHEDULE

- Due to insufficient and inadequate drainage infrastructure resulted in flooding and damage to various areas in Precinct No. 1. With the help of Hidalgo County - Urban County Program and Texas General Land Office, Disaster Recovery Grants were received to fund the majority of the $15 Million drainage project.
- Project is broken into 3 phases and began in August 2015 and is projected to be completed in August 2017

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

AGENDA

- Welcome and Introductions
- Description of the Project
- Overall Project Map
- Project Budget and Schedule
- **Progress of Project and Video**
- Questions

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

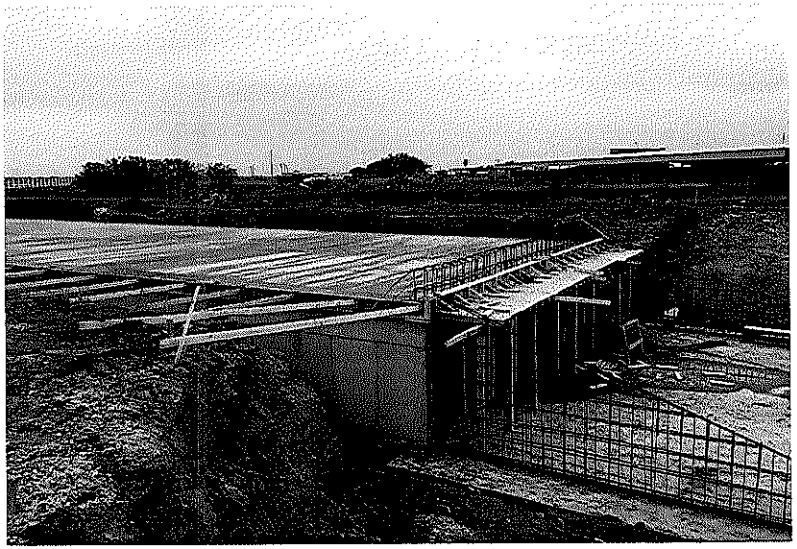
PROGRESS OF PROJECT

August 2015

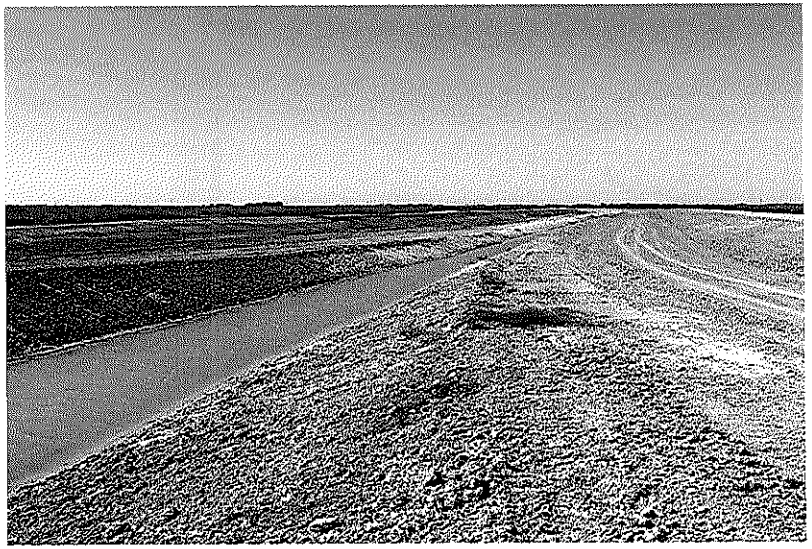
April 2017

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

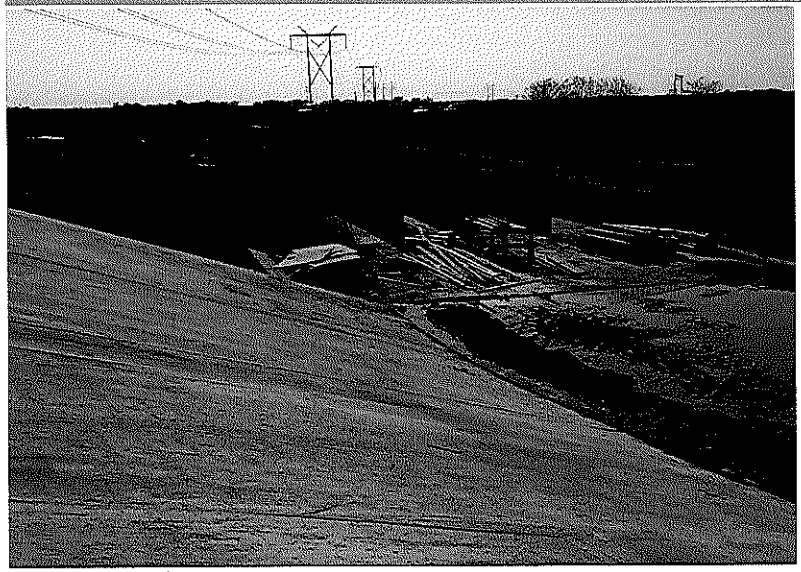
PROGRESS OF PROJECT

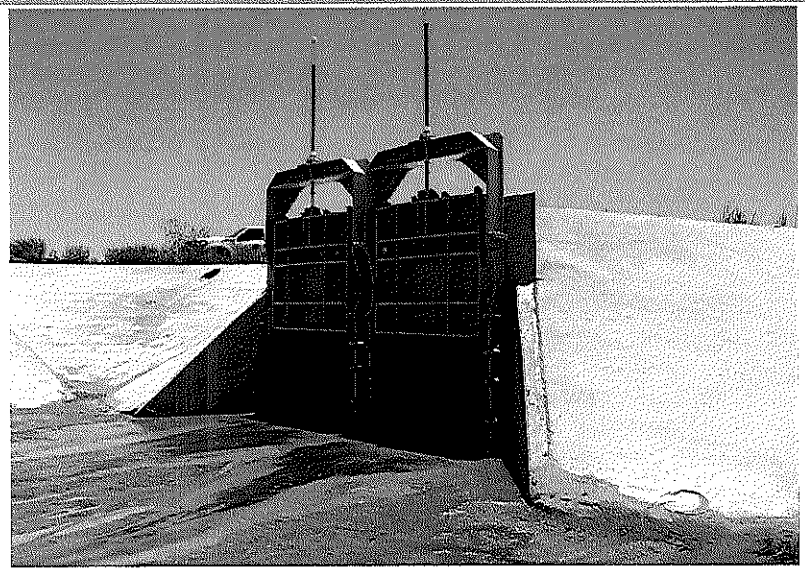


PROGRESS OF PROJECT

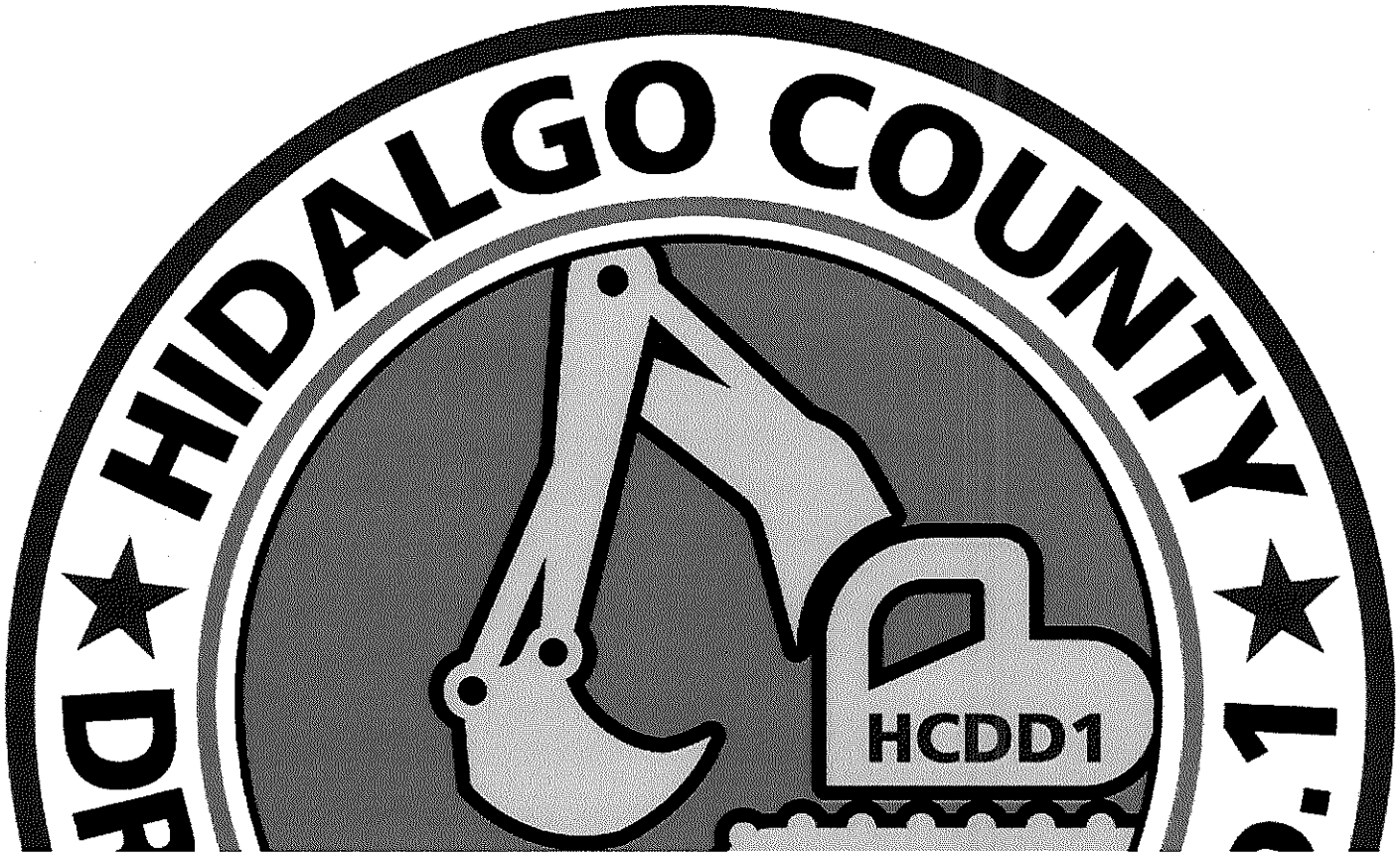


PROGRESS OF PROJECT





VIDEO – EAST LATERAL DRIANAGE PROJECT



LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

Questions????

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

AI-59536 **Health & Human Services Dept.** **13. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health Division:
Requesting authorization to submit the revalidation application to continue enrollment in Medicare, and approval for County Judge and County Treasurer to sign related forms and documents.

BACKGROUND

11/29/2011 - AI-29795 - Approval to submit Medicare enrollment application
10/30/2012 - AI-34819 - Approval of EFT form.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-441-00-340-001-0-340

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

BUDGETARY IMPACT:

Previous fee in 2012 was $523.00, funds available as of 04/25/2017.
(Processing fee, if any, yet to be determined.)

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/25/2017 08:45 AM
Final Approval	Veronica Ortiz	04/25/2017 10:51 AM
Form Started By: Mike Escaname		Started On: 04/25/2017 08:09 AM
Final Approval Date: 04/25/2017		

RECEIVED
APR 21 2017
CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES
Hidalgo County
Health & Human Services Department
Edinburg Clinic
MEDICARE

NOVITAS SOLUTIONS

April 10, 2017

HIDALGO COUNTY
3105 E RICHARDSON ROAD
EDINBURG TX 785429059

CCN: 681700402463

Dear HIDALGO COUNTY:

Every five years, CMS requires you to revalidate your Medicare enrollment record. You need to update or confirm all the information in your record, including your practice locations and reassignments.

We need this from you by **June 30, 2017**.

Failure to respond to this notice will result in a hold on your payments and possible deactivation of your Medicare enrollment. If you are a non-certified provider or supplier and your enrollment is deactivated, you will maintain your original PTAN, however will not be paid for services rendered during the period of deactivation. This will cause a gap in your reimbursement.

What record needs revalidating by June 30, 2017

Provider: HIDALGO COUNTY
NPI: 1932146636
PTAN: PH0021

CMS lists the records that need revalidation at go.cms.gov/MedicareRevalidation.

What you need to do

Revalidate your Medicare enrollment record, through PECOS.cms.hhs.gov, or form CMS-855.

- **Online:** PECOS is the fastest option. If you don't know your username or password, PECOS offers ways to retrieve them. Our customer service can also help you by phone 866-484-8049.
- **Paper:** Download the right version of form CMS-855 for your situation at cms.gov. We recommend getting proof of receipt of your mailing. Mail to the following address:

WRJH - WCU1097G - 004178 - 001 OF 003

Medicare Provider Enrollment
P.O. Box 44137
Jacksonville, FL 32231

If you have a fee due, use PECOS to pay. If you feel you qualify for a hardship waiver, mail us a request on practice letterhead with financial statements, application form, and certification. For more fees and exceptions, search cms.gov for "CR 7350" or "Fee Matrix".

If you need help

Visit go.cms.gov/MedicareRevalidation

Please contact our JH Provider Enrollment Contact Center at 855-252-8782 between the hours of 8:00 A.M. - 4:00 P.M. CT and MT for any questions or visit Novitas-Solution.com for more options.

Sincerely,

Medicare Provider Enrollment

WRJH - WCU1097G - 004178 - 002 OF 003

Provider Name: HIDALGO COUNTY
CCN: 681700402463

REVALIDATION PROJECT

PLACE THIS COVERSHEET ON THE TOP OF YOUR APPLICATION SUBMISSION

Mail To: Medicare Provider Enrollment
P.O. Box 44137
Jacksonville, FL 32231

KEY ITEMS TO REMEMBER!!!!!!!

- Review your application and verify that all sections of the CMS-855 are complete and accurate.
- Ensure that your application certification page section 15 is **Signed and Dated** in pen by the Individual Provider or Authorized/Delegated Official.
- Applications completed in pencil, stamped or electronically signed will be returned!!!
- Include all supporting documentation requested in Section 17 of the CMS-855.

WRJH - WCU1097G - 004178 - 003 OF 003

AI-59453 **Health & Human Services Dept.** **13. B.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services - TECE Grant (1293):
1. Requesting approval to accept the Texas Epidemiology Capacity Expansion grant contract #537-18-0322-00001 in the amount of $295,041.00 for the period of 09/01/2017 to 08/31/2019.
2. Requesting approval for County Judge to e-sign the TECE contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $295,041.00.
4. Requesting approval of the budget appropriation in the amount of $147,521.00 for the FY 18 grant period and $147,520.00 for the FY 19 grant period.
5. Discussion, consideration and approval of the following personnel actions:

Action	Dept./ Program	Slot#	Position Title	Proposed Budgeted Salary
Create	340-071-8	G001	Epidemiologist I	$51,500.00
Create	340-071-8	G002	Epidemiologist I	$55,620.00

6. Approval to transfer employee no. 212717 to Slot# G001 (340-071), effective 09/01/2017.
7. Approval to transfer employee no. 204153 to Slot# G002 (340-071), effective 09/01/2017.

BACKGROUND

01/24/17 - AI-58073 - Approval to submit grant renewal application.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-071-8-XXX

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

BUDGETARY IMPACT:

No local match required.
Grant contract covers two fiscal years.
1st Grant Fiscal Year is 2018 in the amount of $147,521.00

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-10-340-071-8-XXX

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

BUDGETARY IMPACT:

No local match required.
Grant contract is for two fiscal years.
2nd Fiscal Year is in the amount of $147,520.00

Attachments

Grant Contract
BA FY 18
BA FY 19
Salary Budget
Source of Funds
Fiscal Note
PAR's
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/18/2017 04:24 PM
Human Resources	Diana Munoz	04/21/2017 03:11 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Mike Escaname		Started On: 04/17/2017 09:37 AM
Final Approval Date: 04/28/2017		

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SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0322-00001
UNDER THE
TEXAS EPIDEMIOLOGY CAPACITY EXPANSION GRANT PROGRAM

I. PURPOSE

The Department of State Health Services ("System Agency"), and Hidalgo County ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for Infectious Disease Surveillance and Epidemiology Activities (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Government Code Chapter 791, and Chapters 12 and 121 of the Texas Health and Safety Code.

III. DURATION

The Contract is effective on September 1, 2017 and terminates on August 31, 2019, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

IV. BUDGET

The total amount of this Contract will not exceed **TWO HUNDRED NINETY-FIVE THOUSAND FORTY-ONE DOLLARS ($295,041.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

Contractor is allocated **ONE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-ONE DOLLARS ($147,521.00)** from September 1, 2017 to August 31, 2018.
Contractor is allocated **ONE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED TWENTY DOLLARS ($147,520.00)** from September 1, 2018 to August 31, 2019.

Expenditures may not exceed the above allocated amounts within the specified timeframes.

V. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

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System Agency
The Department of State Health Services
Attention: Sandy Clark
1100 West 49th Street
Austin, TX 78756-4204
(512) 776-2264
sandy.clark@dshs.state.tx.us

Grantee
Hidalgo County
Attention: Ramon Garcia
1304 S. 25th Ave.
Edinburg, TX 78542-7205
(956) 318-2600
Ramon.garcia@cohidalgo.tx.us

VI. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee
Hidalgo County
Attention: Ramon Garcia
1304 S. 25th Ave.
Edinburg, TX 78542-7205

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 537-18-0322-00001

DEPARTMENT OF STATE HEALTH SERVICES	**GRANTEE**
_____	_____
Janna Zumbrun, M.S.S.W. Associate Commissioner of Disease Control And Prevention	Name: _____ Title: _____
Date of execution: _____	Date of execution: _____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 537-18-0322-00001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A – STATEMENT OF WORK
ATTACHMENT B – BUDGET
ATTACHMENT C – UNIFORM TERMS AND CONDITIONS
ATTACHMENT D – SPECIAL AND SUPPLEMENTAL CONDITIONS

ATTACHMENTS FOLLOW

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ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Perform surveillance and epidemiology activities for all notifiable conditions with an emphasis on those that can be reported through the National Electronic Disease Surveillance System (NEDSS) even if the Grantee does not use NEDSS for disease reporting. The NEDSS notifiable conditions can be found in the file named, "Program Areas in NBS Reportable Diseases 2016 .xlsx" at the website: https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources;

B. Retain an Epidemiologist(s) dedicated to disease surveillance and epidemiology activities. The Epidemiologist(s) must have qualifications in epidemiology and infectious disease surveillance, preferably with a Masters of Public Health (MPH) degree or at least two years working experience as an Epidemiologist to perform and track the following deliverables;

C. Conduct case and outbreak investigations with an emphasis on notifiable conditions reportable through NEDSS. The role of Epidemiologists includes conducting case and outbreak investigations, providing technical assistance/guidance to other agency staff (e.g. communicable disease nurses) conducting case and outbreak investigations, assessing the quality of surveillance data, performing analyzes on surveillance data, and preparation of situational updates for outbreaks;

D. Ensure that preparedness activities include epidemiology and infectious disease surveillance. Activities may include planning and conducting preparedness exercises, providing technical assistance for community health assessments, development of community health improvement plans, and participating in Community Assessment for Public Health Emergency Response (CASPER - see https://www.cdc.gov/nceh/hsb/disaster/casper/default.htm);

E. Provide epidemiology surge capacity to surrounding jurisdictions in the event of a major statewide or regional outbreak or disaster; as directed by emergency management officials and Department of State Health Services (DSHS);

F. Assign the Epidemiologist (s) funded by this contract to attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by the Emerging and Acute Infectious Disease Branch (EAIDB) or other EAIDB-approved substitute training. Grantee must include travel cost for this workshop in Austin in their budget request;

G. Work with DSHS program management and epidemiologist subject matter experts (SMEs) during any on-site technical reviews and quality assurance visits conducted by DSHS to address possible gaps in disease surveillance and reporting;

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H. Ensure all Epidemiologist (s) funded by this contract, if not already a certified NEDSS user, attend DSHS training in Austin and complete certification within thirty (30) days of hire. Grantee must include travel cost for this training in Austin in their budget request;

I. Follow the procedures and guidance contain in The Emerging and Acute Infectious Disease Guidelines (available at http://www.dshs.texas.gov/IDCU/investigation/Investigation-Guidance.doc), when responding to disease reports from laboratories, health care providers, and other disease reporters such as school nurses and health care facility administrators;

J. Attempt to administer one-hundred percent (100%) of EAIDB-requested questionnaires for which contact information is complete as soon as possible but no later than two (2) business days after receipt of request to administer questionnaire. Attempts to administer questionnaires related to the outbreaks and notifiable conditions must include at least one (1) attempt to contact case-patients after-hours if unable to contact during normal business hours after three (3) attempts;

K. Administer, complete and submit at least seventy-five percent (75%) of questionnaires related to all pertinent case and outbreak investigations within five (5) business days after initial report and/or assignment by DSHS. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed interview;

L. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than one (1) business day after completion of interview;

M. Investigate and document at least seventy-five percent (75%) of risk behaviors and exposures information on select notifiable condition case investigations through NEDSS;

N. Monitor the submission of required isolates for notifiable conditions reported through NEDSS. Ensure that at least ninety percent (90%) of these isolates or those related to outbreak investigations are submitted since they must be sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified public health laboratory for confirmatory and/or molecular testing as designated by DSHS;

O. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions correctly and completely within thirty (30) days of initial report to public health in NEDSS in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines http://www.dshs.texas.gov/IDCU/investigation/Investigation-Guidance.doc;

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P. Submit a monthly list of all reported clusters, outbreaks, and the information on investigation findings of theses clusters/outbreaks on the tracking sheet provided by DSHS. Reports are due on the 15th calendar day of each month beginning October 15, 2017. Each report must cover activities that occurred during the preceding month. Report due dates that fall on a weekend or holiday will be due the first business day after the 15th of the month. Submit the list via electronic mail to EAIDBcontracts@dshs.state.tx.us. All reports should be clearly identified with the Contractor Name, Contract Number, IDCU/SUR, and the month that the report covers;

Q. Complete and submit the DSHS form to report a vacancy whenever an Epidemiologist position retained on this Contract has become vacant or has been filled to EAIDBcontracts@dshs.state.tx.us;

R. Complete and submit the DSHS programmatic budget update form quarterly to EAIDBcontracts@dshs.state.tx.us;

S. Participate in outbreak/cluster-related conference calls and responses relevant to the jurisdiction hosted by the Centers for Disease Control and Prevention (CDC) or DSHS;

T. Participate in bi-monthly conference calls with the EAIDB to provide updates, progress reports, and other necessary communications;

U. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS;

V. Read the DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract. http://www.dshs.state.tx.us/contracts/cfpm.shtm;

W. Submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Contract;

X. Assure and not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also support activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Grantee must make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract. Vacant positions existing after sixty (60) days may result in a decrease in funds; and

Y. Be subject to the following restrictions: without prior approval, Grantee may transfer money between budget categories and must provide the System Agency Contract Manager with prior notification of this transfer. No budget category transfer or cumulative transfers may exceed 25% of the total contract value or $100,000, whichever is less. If the budget transfer(s) exceeds $100,000, alone or cumulatively, prior written approval from the

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System Agency is required. If the budget transfer(s) exceeds 25% of the total contract value, alone or cumulatively, a formal contract amendment is required.

Z. DSHS acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in ATTACHMENT A and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at http://www.dshs.state.tx.us/grants/forms.shtm. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, Texas 78714-9347
FAX: (512) 776-7442
EMAIL: invoices@dshs.state.tx.us

B. Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract.

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Attachment B

Contract No. 537-18-0322-00001

Categorical Budget:

PERSONNEL	$219,648.00
FRINGE BENEFITS	$71,759.00
TRAVEL	$2,634.00
EQUIPMENT	$0.00
SUPPLIES	$1,000.00
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$295,041.00
INDIRECT CHARGES	$0.00
TOTAL	$295,041.00
DSHS SHARE	$295,041.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

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ATTACHMENT D

SUPPLEMENTAL CONDITIONS

THERE ARE NO SUPPLEMENTAL CONDITIONS FOR THIS CONTRACT THAT MODIFY THE HHS UNIFORM TERMS AND CONDITIONS

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

SECTION 1.02 NOTICE OF BANKRUPTCY

Grantee shall notify in writing its assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

    1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
    2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

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SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

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HHSC Uniform Terms and Conditions Version 2.14
Published and Effective: March 1, 2017
Responsible Office: Chief Counsel

TEXAS
Health and Human Services

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.14

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means the work product(s) required to be submitted to the System Agency including all reports and project documentation.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any. May also be referred to as "Contractor" in certain attachments.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations

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that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation or "RFA"" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" or "Application" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

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Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

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the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

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2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

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ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee'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

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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.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees 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. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by HHSC Single Audit Services to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

4.03 Submission of Audit

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the System Agency as directed in this Contract and another copy to: single_audit_report@hhsc.state.tx.us

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

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ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning

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the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;

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b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required

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under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

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d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in

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writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject

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matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and

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7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313

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TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Certificate Of Completion

Envelope Id: E68F421E357A44A282E72B6C50EBA9B8
Status: Sent
Subject: $295,041; 537-18-0322-00001; Hidalgo County; DCPS IDCU SUR
Source Envelope:
Document Pages: 60
Signatures: 0
Envelope Originator:
Supplemental Document Pages: 0
Initials: 0
Cathy Hartman
Certificate Pages: 3
AutoNav: Enabled
Payments: 0
1860 Michael Faraday Dr
EnvelopeId Stamping: Enabled
Reston, VA 20190
Time Zone: (UTC-06:00) Central Time (US & Canada)
cathy.hartman2@hhsc.state.tx.us
IP Address: 167.137.1.16

Record Tracking

Status: Original
3/15/2017 | 2:22:43 PM
Holder: Cathy Hartman
cathy.hartman2@hhsc.state.tx.us
Location: DocuSign

Signer Events	Signature	Timestamp
Patty Melchior Patty.Melchior@dshs.state.tx.us Resource Director Department State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 160.42.85.9	Sent: 3/15/2017 | 2:33:40 PM Viewed: 3/15/2017 | 3:41:11 PM Signed: 3/15/2017 | 3:42:01 PM
Joe James joe.james@hhsc.state.tx.us Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 167.137.1.16	Sent: 3/15/2017 | 3:42:03 PM Resent: 3/28/2017 | 3:31:17 PM Viewed: 4/11/2017 | 1:54:19 PM Signed: 4/11/2017 | 2:00:09 PM
Ramon Garcia ramon.garcia@co.hidalgo.tx.us Hidalgo County Judge Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 4/11/2017 | 2:00:13 PM
Bernie Rodriguez bernie.rodriguez@hhsc.state.tx.us Procurement Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Signer Events	Signature	Timestamp
Janna Zumbrun Janna.Zumbrun@dshs.state.tx.us Associate Commissioner for Disease Control and Prevention Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sandy Clark sandy.clark@dshs.state.tx.us Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/15/2017 | 2:33:40 PM Viewed: 4/4/2017 | 10:36:27 AM
Justin Davis justin.davis@dshs.state.tx.us Department of State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/15/2017 | 2:33:39 PM
Amy Greene amy.greene@hhsc.state.tx.us Contract Specialist V Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/15/2017 | 2:33:39 PM
Susana Garcia susana.garcia@dshs.state.tx.us Unit Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/15/2017 | 2:33:40 PM

Carbon Copy Events	Status	Timestamp
Mike Escaname mike.escaname@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 4/11/2017 | 2:00:13 PM Viewed: 4/13/2017 | 4:19:24 PM
DSHS CMU Inbox CMUContracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Notary Events		Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/11/2017 | 2:00:13 PM

Payment Events	Status	Timestamps

DATE: May 2, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-071-8-XXX TECE

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
PERSONNEL		
7-1293-441-00-340-071-8-113	TECE- Reg. F/T Employees	$ 109,314.00
FRINGES		
7-1293-441-00-340-071-8-211	TECE- Health Insurance	$ 12,600.00
7-1293-441-00-340-071-8-212	TECE- Life Insurance	$ 88.00
7-1293-441-00-340-071-8-220	TECE- FICA	$ 8,360.00
7-1293-441-00-340-071-8-230	TECE- Retirement	$ 12,535.00
7-1293-441-00-340-071-8-250	TECE- Unemployment Comp	$ 1,093.00
7-1293-441-00-340-071-8-260	TECE- Workers Comp	$ 1,093.00
TRAVEL		
7-1293-441-00-340-071-8-583	TECE- Out-of-County Travel	$ 1,938.00
SUPPLIES		
7-1293-441-00-340-071-8-610	TECE- General Supplies	$ 500.00
	TOTAL APPROPRIATION	$ 147,521.00
7-1293-334-10-340-071-8-000	TECE- Grant Revenue	$ 147,521.00
	TOTAL APPROPRIATION	$ 147,521.00

REASON: To appropriate the Texas Epidemiology Capacity Expansion program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C DATE ATTEST CO. CLERK

DATE: May 2, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-10-340-071-8-XXX TECE

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
PERSONNEL		
7-1293-441-10-340-071-8-113	TECE- Reg. F/T Employees	$ 110,334.00
FRINGES		
7-1293-441-10-340-071-8-211	TECE- Health Insurance	$ 12,600.00
7-1293-441-10-340-071-8-212	TECE- Life Insurance	$ 88.00
7-1293-441-10-340-071-8-220	TECE- FICA	$ 8,441.00
7-1293-441-10-340-071-8-230	TECE- Retirement	$ 12,655.00
7-1293-441-10-340-071-8-250	TECE- Unemployment Comp	$ 1,103.00
7-1293-441-10-340-071-8-260	TECE- Workers Comp	$ 1,103.00
TRAVEL		
7-1293-441-10-340-071-8-583	TECE- Out-of-County Travel	$ 696.00
SUPPLIES		
7-1293-441-10-340-071-8-610	TECE- General Supplies	$ 500.00
	TOTAL APPROPRIATION	$ 147,520.00
7-1293-334-10-340-071-8-010	TECE- Grant Revenue	$ 147,520.00
	TOTAL APPROPRIATION	$ 147,520.00

REASON: To appropriate the Texas Epidemiology Capacity Expansion FY 19 program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C DATE ATTEST CO. CLERK

TEXAS EPIDEMIOLOGY CAPACITY EXPANSION GRANT PROGRAM FY 18 & FY 19 (combined)

Grant Application

Salary Budget

09/01/2017 - 08/31/2019

For Budget Purposes Only

TECE FY 18 & FY 19 (program 071)

				Hourly Rate				2017	2018 & 2019			Fringes				Insurance			
Slot #	Position Title	2017 Salary	2017 Budgetd Salary With 3% COLA	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2017	# of Hours in 2018 & 2019	Salary Amount from 09/01/17 - 12/31/17	Salary Amount from 01/01/18 - 08/31/19	Fiscal Year Salary Amount 09/01/17 - 08/31/19	Monlty Salary	FICA (7.65%	Retirement (11.47%)	Unemployment (.01%)	Workers Comp (.01%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001	Epidemiologist I	51,500.00	53,045.00	24.7596	25.5024	688	3,472	17,034.62	88,544.35	105,578.96	4,399.12	8,076.79	12,109.91	1,055.79	1,055.79	12,600.00	87.12	34,985.40	140,564.36
0002	Epidemiologist I	55,620.00	57,288.60	26.7404	27.5426	688	3,472	18,397.38	95,627.89	114,025.28	4,751.05	8,722.93	13,078.70	1,140.25	1,140.25	12,600.00	87.12	36,769.26	150,794.54
		107,120.00	**110,333.60**					**35,432.00**	**184,172.24**	**219,604.24**	**9,150.17**	**16,799.72**	**25,188.61**	**2,196.04**	**2,196.04**	**25,200.00**	**174.24**	**71,754.66**	**291,358.90**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 01/20/17
2 A 3% cost of living increase is budgeted from 01/01/18 to 08/31/19. (pending CC approval)
3 2,080 work hours in each fiscal year; Total is 4,160 work hours.
4 2017 fringe benefit rates are used as this is the latest information available at this time.
5 Current Health Insurance premium is $525 / month. ($6,300 x 2 years)
6 Life Insurance premium is $43.56 per year / per employee. ($43.56 x 2 years)

Prepared by HCHHSD:
01/11/2017
Updated 04/18/2017

TEXAS EPIDEMIOLOGY CAPACITY EXPANSION GRANT PROGRAM FY 18
09/01/2017 - 08/31/2018
For Budget Purposes Only

TECE FY 18 (program 071)

				Hourly Rate				2017	2018			Fringes				Insurance			
Slot #	Position Title	2017 Salary	2017 Budgetd Salary With 3% COLA	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2017	# of Hours in 2018	Salary Amount from 09/01/17 - 12/31/17	Salary Amount from 01/01/18 - 08/31/18	Fiscal Year Salary Amount 09/01/17 - 08/31/18	Monlty Salary	FICA (7.65%	Retirement (11.47%)	Unemployment (.01%)	Workers Comp (.01%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001	Epidemiologist I	51,500.00	53,045.00	24.7596	25.5024	688	1,392	17,034.62	35,499.35	52,533.96	2,501.62	4,018.85	6,025.65	525.34	525.34	6,300.00	43.56	17,438.73	69,972.69
0002	Epidemiologist I	55,620.00	57,288.60	26.7404	27.5426	688	1,392	18,397.38	38,339.29	56,736.68	2,701.75	4,340.36	6,507.70	567.37	567.37	6,300.00	43.56	18,326.35	75,063.02
		107,120.00	**110,333.60**					**35,432.00**	**73,838.64**	**109,270.64**	**5,203.37**	**8,359.20**	**12,533.34**	**1,092.71**	**1,092.71**	**12,600.00**	**87.12**	**35,765.08**	**145,035.72**

TEXAS EPIDEMIOLOGY CAPACITY EXPANSION GRANT PROGRAM FY 19
09/01/2018 - 08/31/2019
For Budget Purposes Only

TECE FY 19 (program 071)

				Hourly Rate				2018	2019			Fringes				Insurance			
Slot #	Position Title	2018 Salary	2018 Budgetd Salary With 0% COLA	Hourly Rate (current)	Hourly Rate With 0%	# of Hours in 2018	# of Hours in 2019	Salary Amount from 09/01/18 - 12/31/18	Salary Amount from 01/01/19 - 08/31/19	Fiscal Year Salary Amount 09/01/18 - 08/31/19	Monlty Salary	FICA (7.65%	Retirement (11.47%)	Unemployment (.01%)	Workers Comp (.01%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001	Epidemiologist I	53,045.00	53,045.00	25.5024	25.5024	696	1,384	17,749.67	35,295.33	53,045.00	2,525.95	4,057.94	6,084.26	530.45	530.45	6,300.00	43.56	17,546.66	70,591.66
0002	Epidemiologist I	57,288.60	57,288.60	27.5426	27.5426	696	1,384	19,169.65	38,118.95	57,288.60	2,728.03	4,382.58	6,571.00	572.89	572.89	6,300.00	43.56	18,442.91	75,731.51
		110,333.60	**110,333.60**					**36,919.32**	**73,414.28**	**110,333.60**	**5,253.98**	**8,440.52**	**12,655.26**	**1,103.34**	**1,103.34**	**12,600.00**	**87.12**	**35,989.58**	**146,323.18**

Prepared by HCHHSD:
01/11/2017
Updated 04/18/2017

Mike Escaname

From: Clark,Sandy (DSHS) <Sandy.Clark@dshs.texas.gov>
Sent: Tuesday, April 25, 2017 1:40 PM
To: Mike Escaname (mike.escaname@hchd.org)
Subject: Contract 537.18.0322.00001 Funds - IDCU/SUR - Hidalgo County

Good afternoon Mike,

The source of the funds for contract 537-18-0322-00001 is State general revenue funds.

If you have any questions, please get back with me.

Thanks,

Sandy Clark, CTCM
Contract Manager
DCP/RLH Contract Management Unit
Division for Disease Control and Prevention
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347

Phone: 512-776-2264
Fax: 512-776-7391
Email: sandy.clark@dshs.texas.gov

Please note My email address has changed to reflect @dshs.texas.gov domain. Please be sure to update your contact information with the new address.

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Wednesday, April 05, 2017 Agenda Item: 59453

Summary of request/proposal:
Health & Human Services - TECE Grant (1293)-
Approval of the following personnel actions, effective 09/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	Epidemiologist I	G001	113	0.00	51,500.00	51,500.00
1293	Epidemiologist I	G002	113	0.00	55,620.00	55,620.00
				0.00	107,120.00	107,120.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-071-8-	113	TECE-	REG F/T EMPLOYEES	$107,255.75
7-1293-441-00-340-071-8-	211	TECE-	HEALTH INSURANCE	$12,600.00
7-1293-441-00-340-071-8-	212	TECE-	LIFE INSURANCE	$87.12
7-1293-441-00-340-071-8-	220	TECE-	FICA	$8,205.07
7-1293-441-00-340-071-8-	230	TECE-	RETIREMENT	$12,144.22
7-1293-441-00-340-071-8-	250	TECE-	UNEMPLOYMENT COMP	$643.53
7-1293-441-00-340-071-8-	260	TECE-	WORKER'S COMP	$1,008.20
			FY18 Budgetary Impact (9/1/17 - 8/31/18)	$141,943.89

Possible Funding Sources: Appropriation of funds.

Comments:

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
APR 24 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 04/21/2017

DEPARTMENT NAME: Health & Human Services / TECE Grant

DEPARTMENT NO.: 340-071-8

CURRENT POSITION TITLE:

CURRENT SLOT NO.: G001 (proposed)

REQUESTED POSITION TITLE: Epidemiologist I

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:	$ 0.00	$ 51,500.00	$ 51,500.00
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: $ 51,500.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other TECE Grant Fund 1293, Program 071

POSITION TYPE:

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt

FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: (*Explain why position or adjustment request is essential*)

* **POSITION RECLASSIFICATION COMMENTS:** (*Attach completed Reclassification Analysis Form and additional pages if needed*)

Eduardo Olivarez Department Head	04/24/2017 Date
Department of Human Resources	4/25/2017 Date
Department of Budget & Management	4/28/17 Date

HR Form: 032

2/9/2017

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
APR 24 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 04/21/2017

DEPARTMENT NAME: Health & Human Services / TECE

DEPARTMENT NO.: 340-071-8 Grant

CURRENT POSITION TITLE:

CURRENT SLOT NO.: G002 (proposed)

REQUESTED POSITION TITLE: Epidemiologist I

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:	$0.00	$ 55,620.00	$ 55,620.00
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: $ 55,620.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other TECE Grant Fund 1293, Program 071

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt

FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position

Annual Salary _____ (Annual Salary / 2080 hrs per year = Hourly Rate) Hourly Rate _____

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: (*Explain why position or adjustment request is essential*)

* **POSITION RECLASSIFICATION COMMENTS:** (*Attach completed Reclassification Analysis Form and additional pages if needed*)

Eduardo Olivarez Department Head	04/24/2017 Date
Department of Human Resources	4/25/2017 Date
Department of Budget & Management	4/28/17 Date

HR Form: 032

2/9/2017

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

May 02, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, 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	Period of Performance	PURPOSE
$147,521.00	09/01/17-08/31/18	Award No. 537-18-0322-00001 TECE
$147,520.00	09/01/18-08/31/19	Infectious Disease Surveillance and Epidemiology Activities
$295,041.00		

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/1/17
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 398TH D.C. | L. KENO VASQUEZ JUDGE, 394TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

Maria Munoz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Tuesday, April 18, 2017 4:45 PM
To: deborah.fischer@auditor.co.hidalgo.tx.us
Cc: maria.munoz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - $295,041.00 - Texas Epidemiology Capacity Expansion
Attachments: AI-59453 Acceptance of TECE FY 18 n FY 19 Grant Contract 050217.pdf; $295041_537-18-0322-00001_Hidalgo_County_.pdf

Deborah / Maria:

I'd appreciate if you can arrange to have a Certification of Revenue in the amount of $295,041.00 prepared to support AI-59453.

We will present AI-59453 to CC on May 2, 2017.

This request is part of the previous email noted below.

Let me know if you have any questions.

Thanks,

Mike E.

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Tuesday, April 18, 2017 4:42 PM
To: deborah.fischer@auditor.co.hidalgo.tx.us
Cc: maria.munoz@auditor.co.hidalgo.tx.us; minerva.diaz@auditor.co.hidalgo.tx.us
Subject: AI-59453 - Texas Epidemiology Capacity Expansion

Deborah / Maria:

Attached is a copy of a new grant contract that will be REPLACING two of our existing grants:

Fund 1293 Program 060 and Program 065 will merge effective 09/01/2017.

The new grant has a new name and I believe a new grant number is needed. I believe the next program number available should be (071).

Human Resources will be creating two new slot numbers to be effective 09/01/17 and will then transfer the two existing employees from Program 060 & 065 into this new grant.

I have created a budget appropriation for FY 18 using program 071 & another for FY 19 using program 071 along with sub-function 10 as this contract is for two years.

Please review and advise if you have any concerns or would like to have any revisions made to the content of the Agenda.

Thanks,

Mike Escaname
Chief Financial Officer
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

AI-59453 **Health & Human Services Dept.** **20. B.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services - TECE Grant (1293):
1. Requesting approval to accept the Texas Epidemiology Capacity Expansion grant contract #537-18-0322-00001 in the amount of $295,041.00 for the period of 09/01/2017 to 08/31/2019.
2. Requesting approval for County Judge to e-sign the TECE contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $295,041.00.
4. Requesting approval of the budget appropriation in the amount of $147,521.00 for the FY 18 grant period and $147,520.00 for the FY 19 grant period.
5. Discussion, consideration and approval of the following personnel actions:

Action	Dept./ Program	Slot#	Position Title	Proposed Budgeted Salary
Create	340-071-8	G001	Epidemiologist I	$51,500.00
Create	340-071-8	G002	Epidemiologist I	$55,620.00

6. Approval to transfer employee no. 212717 to Slot# G001 (340-071), effective 09/01/2017.
7. Approval to transfer employee no. 204153 to Slot# G002 (340-071), effective 09/01/2017.
8. Approval of salary schedule.

BACKGROUND

01/24/17 - AI-58073 - Approval to submit grant renewal application.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-071-8-XXX

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

BUDGETARY IMPACT:

No local match required.
Grant contract covers two fiscal years.
1st Grant Fiscal Year is 2018 in the amount of $147,521.00

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-10-340-071-8-XXX

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

BUDGETARY IMPACT:

No local match required.
Grant contract is for two fiscal years.
2nd Fiscal Year is in the amount of $147,520.00

Attachments

Grant Contract
BA FY 18
BA FY 19
Salary Budget
PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/18/2017 04:24 PM
Human Resources	Diana Munoz	04/21/2017 03:11 PM
Final Approval		
Form Started By: Mike Escaname		Started On: 04/17/2017 09:37 AM

DATE: May 2, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-071-8-XXX TECE

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
PERSONNEL		
7-1293-441-00-340-071-8-113	TECE- Reg. F/T Employees	$ 109,314.00
FRINGES		
7-1293-441-00-340-071-8-211	TECE- Health Insurance	$ 12,600.00
7-1293-441-00-340-071-8-212	TECE- Life Insurance	$ 88.00
7-1293-441-00-340-071-8-220	TECE- FICA	$ 8,360.00
7-1293-441-00-340-071-8-230	TECE- Retirement	$ 12,535.00
7-1293-441-00-340-071-8-250	TECE- Unemployment Comp	$ 1,093.00
7-1293-441-00-340-071-8-260	TECE- Workers Comp	$ 1,093.00
TRAVEL		
7-1293-441-00-340-071-8-583	TECE- Out-of-County Travel	$ 1,938.00
SUPPLIES		
7-1293-441-00-340-071-8-610	TECE- General Supplies	$ 500.00
	TOTAL APPROPRIATION	$ 147,521.00
7-1293-334-10-340-071-8-000	TECE- Grant Revenue	$ 147,521.00
	TOTAL APPROPRIATION	$ 147,521.00

REASON: To appropriate the Texas Epidemiology Capacity Expansion program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C DATE ATTEST CO. CLERK

DATE: May 2, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-10-340-071-8-XXX TECE

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
PERSONNEL		
7-1293-441-10-340-071-8-113	TECE- Reg. F/T Employees	$ 110,334.00
FRINGES		
7-1293-441-10-340-071-8-211	TECE- Health Insurance	$ 12,600.00
7-1293-441-10-340-071-8-212	TECE- Life Insurance	$ 88.00
7-1293-441-10-340-071-8-220	TECE- FICA	$ 8,441.00
7-1293-441-10-340-071-8-230	TECE- Retirement	$ 12,655.00
7-1293-441-10-340-071-8-250	TECE- Unemployment Comp	$ 1,103.00
7-1293-441-10-340-071-8-260	TECE- Workers Comp	$ 1,103.00
TRAVEL		
7-1293-441-10-340-071-8-583	TECE- Out-of-County Travel	$ 696.00
SUPPLIES		
7-1293-441-10-340-071-8-610	TECE- General Supplies	$ 500.00
	TOTAL APPROPRIATION	$ 147,520.00
7-1293-334-10-340-071-8-010	TECE- Grant Revenue	$ 147,520.00
	TOTAL APPROPRIATION	$ 147,520.00

REASON: To appropriate the Texas Epidemiology Capacity Expansion FY 19 program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C DATE ATTEST CO. CLERK

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
APR 21 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	04/21/2017	**CURRENT POSITION TITLE:**	
DEPARTMENT NAME:	Health & Human Services	**CURRENT SLOT NO.:**	G002 (proposed)
DEPARTMENT NO.:	340-071-8	**REQUESTED POSITION TITLE:**	Epidemiologist I

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

SALARY REQUEST:	Ø Current Grade & Step Budgeted Salary	$ 55,620.00 Proposed Grade & Step Budgeted Salary	$ 55,620.00 Net Change
SALARY REQUEST:	_____ Current Grade & Step Budgeted Salary	_____ Proposed Grade & Step Budgeted Salary	$ 0.00 Net Change
TOTAL BUDGETARY IMPACT:	$ 55,620.00		

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other TECE Grant Fund 1293, Program 071

POSITION TYPE: ☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Eduardo Olivarez — Department Head
04/24/2017 — Date

_____ — Department of Human Resources
_____ — Date

_____ — Department of Budget & Management
_____ — Date

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
APR 21 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 04/21/2017
DEPARTMENT NAME: Health & Human Services
DEPARTMENT NO.: 340 -DM1-8
CURRENT POSITION TITLE:
CURRENT SLOT NO.: G001 (proposed)
REQUESTED POSITION TITLE: Epidemiologist I

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:	Ø	$ 51,500.00	$ 51,500.00
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: $ 51,500.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other TECE Grant Fund 1293, Program 071

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Eduardo Olivarez — Department Head — 04/24/2017 — Date

Department of Human Resources — Date

Department of Budget & Management — Date

HR Form. 032 *2/9/2017*

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
APR 21 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	04/21/2017	**CURRENT POSITION TITLE:**	
DEPARTMENT NAME:	Health & Human Services	**CURRENT SLOT NO.:**	G002 (proposed)
DEPARTMENT NO.:	340-071-8	**REQUESTED POSITION TITLE:**	Epidemiologist I

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

SALARY REQUEST:	Ø Current Grade & Step Budgeted Salary	$ 55,620.00 Proposed Grade & Step Budgeted Salary	$ 55,620.00 Net Change
SALARY REQUEST:	_____ Current Grade & Step Budgeted Salary	_____ Proposed Grade & Step Budgeted Salary	$ 0.00 Net Change

TOTAL BUDGETARY IMPACT: $ 55,620.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other TECE Grant Fund 1293, Program 071

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ (Annual Salary / 2080 hrs per year = Hourly Rate) Hourly Rate _____

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Eduardo Olivarez — Department Head — 04/24/2017 — Date

_____ — Department of Human Resources — Date

_____ — Department of Budget & Management — Date

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
APR 21 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 04/21/2017
DEPARTMENT NAME: Health & Human Services
DEPARTMENT NO.: 340 -DH1-8
CURRENT POSITION TITLE:
CURRENT SLOT NO.: G001 (proposed)
REQUESTED POSITION TITLE: Epidemiologist I

REQUEST FOR: ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:	Ø	$ 51,500.00	$ 51,500.00
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: $ 51,500.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other TECE Grant Fund 1293, Program 071

POSITION TYPE:
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CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Eduardo Olivarez — Department Head — 04/24/2017 — Date

Department of Human Resources — Date

Department of Budget & Management — Date

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SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0322-00001
UNDER THE
TEXAS EPIDEMIOLOGY CAPACITY EXPANSION GRANT PROGRAM

I. PURPOSE

The Department of State Health Services ("System Agency"), and Hidalgo County ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for Infectious Disease Surveillance and Epidemiology Activities (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Government Code Chapter 791, and Chapters 12 and 121 of the Texas Health and Safety Code.

III. DURATION

The Contract is effective on September 1, 2017 and terminates on August 31, 2019, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

IV. BUDGET

The total amount of this Contract will not exceed **TWO HUNDRED NINETY-FIVE THOUSAND FORTY-ONE DOLLARS ($295,041.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

Contractor is allocated **ONE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-ONE DOLLARS ($147,521.00)** from September 1, 2017 to August 31, 2018.
Contractor is allocated **ONE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED TWENTY DOLLARS ($147,520.00)** from September 1, 2018 to August 31, 2019.

Expenditures may not exceed the above allocated amounts within the specified timeframes.

V. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

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System Agency
The Department of State Health Services
Attention: Sandy Clark
1100 West 49th Street
Austin, TX 78756-4204
(512) 776-2264
sandy.clark@dshs.state.tx.us

Grantee
Hidalgo County
Attention: Ramon Garcia
1304 S. 25th Ave.
Edinburg, TX 78542-7205
(956) 318-2600
Ramon.garcia@cohidalgo.tx.us

VI. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee
Hidalgo County
Attention: Ramon Garcia
1304 S. 25th Ave.
Edinburg, TX 78542-7205

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 537-18-0322-00001

DEPARTMENT OF STATE HEALTH SERVICES	GRANTEE
_____	_____
Janna Zumbrun, M.S.S.W. Associate Commissioner of Disease Control And Prevention	Name: _____ Title: _____
Date of execution: _____	Date of execution: _____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 537-18-0322-00001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A – STATEMENT OF WORK
ATTACHMENT B – BUDGET
ATTACHMENT C – UNIFORM TERMS AND CONDITIONS
ATTACHMENT D – SPECIAL AND SUPPLEMENTAL CONDITIONS

ATTACHMENTS FOLLOW

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ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Perform surveillance and epidemiology activities for all notifiable conditions with an emphasis on those that can be reported through the National Electronic Disease Surveillance System (NEDSS) even if the Grantee does not use NEDSS for disease reporting. The NEDSS notifiable conditions can be found in the file named, "Program Areas in NBS Reportable Diseases 2016 .xlsx" at the website: https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources;

B. Retain an Epidemiologist(s) dedicated to disease surveillance and epidemiology activities. The Epidemiologist(s) must have qualifications in epidemiology and infectious disease surveillance, preferably with a Masters of Public Health (MPH) degree or at least two years working experience as an Epidemiologist to perform and track the following deliverables;

C. Conduct case and outbreak investigations with an emphasis on notifiable conditions reportable through NEDSS. The role of Epidemiologists includes conducting case and outbreak investigations, providing technical assistance/guidance to other agency staff (e.g. communicable disease nurses) conducting case and outbreak investigations, assessing the quality of surveillance data, performing analyzes on surveillance data, and preparation of situational updates for outbreaks;

D. Ensure that preparedness activities include epidemiology and infectious disease surveillance. Activities may include planning and conducting preparedness exercises, providing technical assistance for community health assessments, development of community health improvement plans, and participating in Community Assessment for Public Health Emergency Response (CASPER - see https://www.cdc.gov/nceh/hsb/disaster/casper/default.htm);

E. Provide epidemiology surge capacity to surrounding jurisdictions in the event of a major statewide or regional outbreak or disaster; as directed by emergency management officials and Department of State Health Services (DSHS);

F. Assign the Epidemiologist (s) funded by this contract to attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by the Emerging and Acute Infectious Disease Branch (EAIDB) or other EAIDB-approved substitute training. Grantee must include travel cost for this workshop in Austin in their budget request;

G. Work with DSHS program management and epidemiologist subject matter experts (SMEs) during any on-site technical reviews and quality assurance visits conducted by DSHS to address possible gaps in disease surveillance and reporting;

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H. Ensure all Epidemiologist (s) funded by this contract, if not already a certified NEDSS user, attend DSHS training in Austin and complete certification within thirty (30) days of hire. Grantee must include travel cost for this training in Austin in their budget request;

I. Follow the procedures and guidance contain in The Emerging and Acute Infectious Disease Guidelines (available at http://www.dshs.texas.gov/IDCU/investigation/Investigation-Guidance.doc), when responding to disease reports from laboratories, health care providers, and other disease reporters such as school nurses and health care facility administrators;

J. Attempt to administer one-hundred percent (100%) of EAIDB-requested questionnaires for which contact information is complete as soon as possible but no later than two (2) business days after receipt of request to administer questionnaire. Attempts to administer questionnaires related to the outbreaks and notifiable conditions must include at least one (1) attempt to contact case-patients after-hours if unable to contact during normal business hours after three (3) attempts;

K. Administer, complete and submit at least seventy-five percent (75%) of questionnaires related to all pertinent case and outbreak investigations within five (5) business days after initial report and/or assignment by DSHS. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed interview;

L. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than one (1) business day after completion of interview;

M. Investigate and document at least seventy-five percent (75%) of risk behaviors and exposures information on select notifiable condition case investigations through NEDSS;

N. Monitor the submission of required isolates for notifiable conditions reported through NEDSS. Ensure that at least ninety percent (90%) of these isolates or those related to outbreak investigations are submitted since they must be sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified public health laboratory for confirmatory and/or molecular testing as designated by DSHS;

O. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions correctly and completely within thirty (30) days of initial report to public health in NEDSS in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines http://www.dshs.texas.gov/IDCU/investigation/Investigation-Guidance.doc;

P. Submit a monthly list of all reported clusters, outbreaks, and the information on investigation findings of theses clusters/outbreaks on the tracking sheet provided by DSHS. Reports are due on the 15th calendar day of each month beginning October 15, 2017. Each report must cover activities that occurred during the preceding month. Report due dates that fall on a weekend or holiday will be due the first business day after the 15th of the month. Submit the list via electronic mail to EAIDBcontracts@dshs.state.tx.us. All reports should be clearly identified with the Contractor Name, Contract Number, IDCU/SUR, and the month that the report covers;

Q. Complete and submit the DSHS form to report a vacancy whenever an Epidemiologist position retained on this Contract has become vacant or has been filled to EAIDBcontracts@dshs.state.tx.us;

R. Complete and submit the DSHS programmatic budget update form quarterly to EAIDBcontracts@dshs.state.tx.us;

S. Participate in outbreak/cluster-related conference calls and responses relevant to the jurisdiction hosted by the Centers for Disease Control and Prevention (CDC) or DSHS;

T. Participate in bi-monthly conference calls with the EAIDB to provide updates, progress reports, and other necessary communications;

U. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS;

V. Read the DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract. http://www.dshs.state.tx.us/contracts/cfpm.shtm;

W. Submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Contract;

X. Assure and not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also support activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Grantee must make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract. Vacant positions existing after sixty (60) days may result in a decrease in funds; and

Y. Be subject to the following restrictions: without prior approval, Grantee may transfer money between budget categories and must provide the System Agency Contract Manager with prior notification of this transfer. No budget category transfer or cumulative transfers may exceed 25% of the total contract value or $100,000, whichever is less. If the budget transfer(s) exceeds $100,000, alone or cumulatively, prior written approval from the

System Agency is required. If the budget transfer(s) exceeds 25% of the total contract value, alone or cumulatively, a formal contract amendment is required.

Z. DSHS acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in ATTACHMENT A and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at http://www.dshs.state.tx.us/grants/forms.shtm. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, Texas 78714-9347
FAX: (512) 776-7442
EMAIL: invoices@dshs.state.tx.us

B. Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract.

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Attachment B

Contract No. 537-18-0322-00001

Categorical Budget:

PERSONNEL	$219,648.00
FRINGE BENEFITS	$71,759.00
TRAVEL	$2,634.00
EQUIPMENT	$0.00
SUPPLIES	$1,000.00
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$295,041.00
INDIRECT CHARGES	$0.00
TOTAL	$295,041.00
DSHS SHARE	$295,041.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

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ATTACHMENT D

SUPPLEMENTAL CONDITIONS

THERE ARE NO SUPPLEMENTAL CONDITIONS FOR THIS CONTRACT THAT MODIFY THE HHS UNIFORM TERMS AND CONDITIONS

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

SECTION 1.02 NOTICE OF BANKRUPTCY

Grantee shall notify in writing its assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

    1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
    2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

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SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

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HHSC Uniform Terms and Conditions Version 2.14
Published and Effective: March 1, 2017
Responsible Office: Chief Counsel

TEXAS
Health and Human Services

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.14

DocuSign Envelope ID: E68F421E-357A-44A2-82E7-2B6C50EBA9B8

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means the work product(s) required to be submitted to the System Agency including all reports and project documentation.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any. May also be referred to as "Contractor" in certain attachments.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations

that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation or "RFA"" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" or "Application" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, ~~Grantee shall use~~ the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend ~~Program Income during the Contract term and~~ may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

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2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

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ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee'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

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.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees 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. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by HHSC Single Audit Services to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

4.03 Submission of Audit

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the System Agency as directed in this Contract and another copy to: single_audit_report@hhsc.state.tx.us

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

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ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning

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the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;

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b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required

under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. **GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**

b. **ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**

c. **EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**

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d. **WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in

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writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject

matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and

7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313

DocuSign Envelope ID: E68F421E-357A-44A2-82E7-2B6C50EBA9B8

TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

DocuSign SECURED

Certificate Of Completion

Envelope Id: E68F421E357A44A282E72B6C50EBA9B8
Status: Sent
Subject: $295,041; 537-18-0322-00001; Hidalgo County; DCPS IDCU SUR
Source Envelope:
Document Pages: 60
Signatures: 0
Envelope Originator:
Supplemental Document Pages: 0
Initials: 0
Cathy Hartman
Certificate Pages: 3
AutoNav: Enabled
Payments: 0
1860 Michael Faraday Dr
EnvelopeId Stamping: Enabled
Reston, VA 20190
Time Zone: (UTC-06:00) Central Time (US & Canada)
cathy.hartman2@hhsc.state.tx.us
IP Address: 167.137.1.16

Record Tracking

Status: Original
3/15/2017 | 2:22:43 PM
Holder: Cathy Hartman
cathy.hartman2@hhsc.state.tx.us
Location: DocuSign

Signer Events	Signature	Timestamp
Patty Melchior Patty.Melchior@dshs.state.tx.us Resource Director Department State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 160.42.85.9	Sent: 3/15/2017 | 2:33:40 PM Viewed: 3/15/2017 | 3:41:11 PM Signed: 3/15/2017 | 3:42:01 PM
Joe James joe.james@hhsc.state.tx.us Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 167.137.1.16	Sent: 3/15/2017 | 3:42:03 PM Resent: 3/28/2017 | 3:31:17 PM Viewed: 4/11/2017 | 1:54:19 PM Signed: 4/11/2017 | 2:00:09 PM
Ramon Garcia ramon.garcia@co.hidalgo.tx.us Hidalgo County Judge Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 4/11/2017 | 2:00:13 PM
Bernie Rodriguez bernie.rodriguez@hhsc.state.tx.us Procurement Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Signer Events	Signature	Timestamp
Janna Zumbrun Janna.Zumbrun@dshs.state.tx.us Associate Commissioner for Disease Control and Prevention Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sandy Clark sandy.clark@dshs.state.tx.us Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/15/2017 | 2:33:40 PM Viewed: 4/4/2017 | 10:36:27 AM
Justin Davis justin.davis@dshs.state.tx.us Department of State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/15/2017 | 2:33:39 PM
Amy Greene amy.greene@hhsc.state.tx.us Contract Specialist V Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/15/2017 | 2:33:39 PM
Susana Garcia susana.garcia@dshs.state.tx.us Unit Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/15/2017 | 2:33:40 PM

Carbon Copy Events	Status	Timestamp
Mike Escaname mike.escaname@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 4/11/2017 | 2:00:13 PM Viewed: 4/13/2017 | 4:19:24 PM
DSHS CMU Inbox CMUContracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Notary Events	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/11/2017 | 2:00:13 PM

Payment Events	Status	Timestamps

Maria Munoz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Tuesday, April 25, 2017 1:44 PM
To: maria.munoz@auditor.co.hidalgo.tx.us
Subject: FW: Contract 537.18.0322.00001 Funds - IDCU/SUR - Hidalgo County

Maria,

This is Sandy's response for our grant in AI-59453

From: Clark,Sandy (DSHS) [mailto:Sandy.Clark@dshs.texas.gov]
Sent: Tuesday, April 25, 2017 1:40 PM
To: Mike Escaname (mike.escaname@hchd.org)
Subject: Contract 537.18.0322.00001 Funds - IDCU/SUR - Hidalgo County

Good afternoon Mike,

The source of the funds for contract 537-18-0322-00001 is State general revenue funds.

If you have any questions, please get back with me.

Thanks,

Sandy Clark, CTCM
Contract Manager
DCP/RLH Contract Management Unit
Division for Disease Control and Prevention
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347

Phone: 512-776-2264
Fax: 512-776-7391
Email: sandy.clark@dshs.texas.gov

Please note My email address has changed to reflect @dshs.texas.gov domain. Please be sure to update your contact information with the new address.

Maria Munoz

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Tuesday, April 25, 2017 11:04 AM
To: sandy.clark@dshs.state.tx.us
Cc: maria.munoz@auditor.co.hidalgo.tx.us
Subject: Question on Texas Epidemiology Capacity Expansion Grant - Hidalgo County
Attachments: pg1 3.pdf

Hello Ms. Clark:

I'd appreciate if you can provide the source of funds that are part of the new Texas Epidemiology Capacity Expansion Grant program that has been awarded to Hidalgo County. (see copy attached)

In order for our county to properly report these monies in our financial reports, we need to know if the source of funds is State or Federal.

Please advise.

Thanks,

Mike Escaname
Chief Financial Officer
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

AI-59472 **Health & Human Services Dept.** **13. C.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting consideration and approval of the Interlocal Cooperation Agreement Between the County of Hidalgo and Mission Consolidated Independent School District. The purpose of the Agreement is Public Health Preparedness and Response.

BACKGROUND

This Interlocal with Mission CISD supersedes the version presented in AI-53763 dated 03/22/16.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Agreement

Legal Review

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/19/2017 10:09 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Mike Escaname Started On: 04/19/2017 09:54 AM

Final Approval Date: 04/28/2017

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the May 2, 2017, by and between the MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "District," and the COUNTY OF HIDALGO, TEXAS, herinafter referred to as the "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNNESSETH:

WHEREAS, the District is a consolidated independent school district located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County is the recipient of a Public Health Preparedness and Response Grant from the Department of State Health Services to be used to upgrade local bioterrorism preparedness and response, outbreaks of infectious disease, and other public health threats and emergencies;

WHEREAS, the parties recognize the vulnerability of citizens in the County to a public health emergency that may result from natural or manmade causes;

WHEREAS, during such public health emergency, it may be necessary to immunize or treat a large number of people in the area served by the County Public Health Department;

WHEREAS, prior public health experience has shown that school facilities are well suited to provide and conduct public health response services because school locations are known to large numbers of individuals, the facilities have large assembly areas and have other necessities such as parking, refrigeration, and restrooms;

WHEREAS, Mass Medical Readiness for public health response services can be exercised if necessary at the school facility; to include Drills, Table-Top Exercises, and/or Full Scale Exercises such as: Operation Lone Star.

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. The provisions of the Agreement shall go into effect only if the Chief Administrative Officer of the County Public Health Department or the Commissioner of Health of the Department of State Health Services ("DSHS") declare that a large-scale immunization or treatment is necessary as a control measure for an outbreak of a communicable disease and only if classes at the District are not disrupted or have been cancelled.

2. County agrees to supply all materials provided by Strategic National Stockpile (SNS) (vaccines, antibiotics, antitoxins, antivirals, syringes, etc) and forms necessary to administer during an emergency.

3. County shall be responsible for the disposal of medical waste and for the disinfection of District facilities following the use of such facilities for an emergency. County shall coordinate with DSHS, if necessary, to provide written assurances that the facilities are safe for return to use as school facilities.

4. District agrees to allow County to use District facilities and utilities including but not limited to, gas, water, electricity and telecommunications at no cost to County.

5. District at its sole discretion agrees to designate rooms, fixtures and equipment existing at the facilities that the County may use during an emergency.

6. District agrees to provide staff or volunteers if available on-site during an emergency to assist County with operations.

7. Upon declaration of an emergency, the District shall allow County to use facilities at the time this Agreement becomes effective.

8. District agrees to submit to County an Incident Command System (ICS) Organization Chart derived from FEMA National Incident Management System (NIMS) every year for each designated school and participate in trainings.

9. The parties understand and agree that the services of the District under this Interlocal Cooperation Agreement are related to Homeland Security, as it is defined in Local Government Code Section 421.001 and the District shall be immune from civil liability for any act or omission resulting in death, damage or injury while acting in good faith and in the course and scope of its function to provide a service related to a Homeland Security Activity as defined in accordance with Government Code Section 421.062.

10. For purposes of this Agreement and in accordance with Government Code Section 421.062, "Homeland Security Activity" means any activity related to the prevention or discovery of, response to, or recovery form a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.

11. **Term.** This agreement becomes effective when executed by both parties. Either party may cancel it by giving thirty days notice to the other party; otherwise it remains in effect for five years and may be renewed for a period of five years by written amendment signed by both parties. Any notice or communication required or permitted shall be given in writing.

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

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

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

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

If to District:	Mission Consolidated Independent School District Attention: Dr. Ricardo Lopez Superintendent 1201 Bryce Drive Mission, Texas 78572
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge 100E. Cano St. 2nd Floor Edinburg, Texas 78539

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

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

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

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

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

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

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

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

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

24. **Immunities.** Nothing in this Agreement is intended to and each party does not hereby waive, release or relinquish any right to assert any of the defenses each party enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to each party as to any claim or action of any person, entity, or individual against each party.

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

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

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Printed Name: Patricia O'Cana-Olivarez
Title: Board President

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

Mike Escaname

From: Nancy Pearl Trevino <nancy.trevino@hchd.org>
Sent: Monday, April 17, 2017 11:50 AM
To: 'Mike Escaname'
Cc: eva.rubio@hchd.org
Subject: FW: Interlocal from Mission
Attachments: Mission Consolidated CISD Interlocal.pdf

Mike,
The DA's legal counsel has approved the Mission CISD MOU.

It may be submitted to Commissioner's Court for approval and attesting.

If you have any questions please let me know,
Nancy

Respectfully,
Nancy Pearl Trevino, MS, CPS, ICPS
Public Health Coordinator
Hidalgo County Health and Human Services
1304 S. 25th Ave.
Edinburg, TX 78539

Office: 956-318-2426 Ext. 7337
email: nancy.trevino@hchd.org

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From: Victor Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
Sent: Monday, April 17, 2017 10:32 AM
To: Nancy Trevino; mike.escaname@hchd.org; Eduardo Olivarez
Cc: eva.rubio@hchd.org
Subject: Mission CISD Interlocal

Ms. Trevino,

Our office has reviewed the proposed MCISD interlocal, and at this time approve as to the form of the agreement.

respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

From: Nancy Trevino [mailto:nancy.trevino@hchd.org]
Sent: Wednesday, April 12, 2017 5:28 PM
To: Victor Garza
Cc: mike.escaname@hchd.org
Subject: FW: Interlocal from Mission

Good afternoon sir,
Could you please review the attached MOU submitted by Mission CISD? (attached: Mission CISD).
Please let us know if we can accept their modified version.

Mission Interlocal 2016 revised (attached) is the MOU version we had provided. The school district's name was incorrect.

The modified details are highlighted in the email below.

Thank you.

Respectfully,
Nancy Pearl Trevino, MS, CPS, ICPS
Public Health Coordinator
Hidalgo County Health and Human Services
1304 S. 25th Ave.
Edinburg, TX 78539

Office: 956-318-2426 Ext. 7337
email: nancy.trevino@hchd.org

H&HSD
COUNTY OF HIDALGO
PUBLIC HEALTH PREPAREDNESS & RESPONSE

***Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system. ***

From: Eva Rubio [mailto:evangelina.rubio@hchd.org]
Sent: Wednesday, April 12, 2017 12:24 PM
To: Nancy Trevino
Cc: graciela.lopez@hchd.org
Subject: Interlocal from Mission

Nancy the email below is what Gracie send to Mission CISD back in March 2016. They call called a couple of weeks back and said that Gracie had not contracted them so that they can give her the Interlocal. I explain that she was out and that I would send someone to pick it up. After reviewing the Mission CISD did some change in it. Can I have legal review and see if they approve of the changes.

First Interlocal is what we send them and the second is what we got back.

- Page 1-just the name which is OK (they added Consolidated in two areas)
- Page 2 Item # 6 – they added "if available"
- Page 2 Item # 9 – They took out the Name and Added "District" – I think it is OK
- Page 3 they just changed the name again and added Consolidated.
- Page 4 item # 24 – they changed where it used to say " each party" they changed it to just "County"
- Page 6 we used to have an Item #25 – **Mutual Indemnification** and that was deleted from their sign interlocal.

Those are the changes I saw different can you have legal approve before I send it to Commissioners Court to sign I really would appreciated.

.

Thanks

Evangelina Rubio
Public Health Preparedness Coordinator
Hidalgo County Health and Human Services Department
1304 S. 25th Aveune
Edinburg, Texas 78539
956-318-2426 Ext. 7335
956-318-2431 Fax
eva.rubio@hchd.org

From: Graciela Lopez [mailto:graciela.lopez@hchd.org]
Sent: Thursday, March 17, 2016 10:33 AM
To: scruz04@mcisd.org
Cc: 'Eva Rubio'
Subject: MOU

Mr. Cruz
Good Morning the reason for this e-mail is to notify you of an update on the MOU. Unfortunately the Judge's office move to another location and the change is just the address, sorry for any inconvenience. Please let me know of any pending concerns that I can be helpful with. Thank you.

AI-59498 **Health & Human Services Dept.** **13. D.**

CC - REGULAR

Meeting Date: 05/02/2017

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 the Memorandum of Understanding between the County of Hidalgo and Remote Area Medical. Remote Area Medical is equipped with assembly resources to provide and conduct public health emergency response services.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

MOU

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/20/2017 02:09 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Mike Escaname Started On: 04/20/2017 12:57 PM

Final Approval Date: 04/28/2017

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF HIDALGO AND REMOTE AREA MEDICAL

THIS Agreement is made on this the 2 day of May, 2017, by and between the REMOTE AREA MEDICAL, hereinafter referred to as the "RAM" and the COUNTY OF HIDALGO, TEXAS, herinafter referred to as the "County". Collectively hereinafter referred to as the "Parties".

WITNNESSETH:

WHEREAS, RAM is a non-profit 501(c)(3) Organization in the State of Tennessee, USA and is located in Rockford, Tennessee;

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, the Parties recognize the vulnerability of citizens in the County to a public health emergency that may result from natural or manmade causes;

WHEREAS, during such public health threats and emergency, County is responsible for the response to public health emergencies; in which it may be necessary to immunize or treat a large number of people in the area served by the County Public Health Department;

WHEREAS, during such a public health emergency, it may be necessary to respond with rescue and support or to clinically triage and support and treat a large number of people in the area served by the County;

WHEREAS, RAM is equipped with assembly resources to provide and conduct public health emergency response services due to their highly mobile, efficient relief force of operation teams and mobile support equipment to include large food stockpiles, rescue boats, dental and medical services which can serve as support to County in multiple locations to large numbers of individuals;

WHEREAS, emergency public health response services can be exercised if necessary with RAM at the County Point of Dispensing (POD) sites including but not limited to Drills, Table-Top Exercises, and/or Full Scale Exercises such as: Operation Lone Star, and/or activities related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency;

WHEREAS, RAM possesses large-scale mobilization of emergency response materiel, food relief, information dissemination, donation coordination and general support and response in time of need.

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

1. The provisions of the Agreement shall go into effect only if the Chief Administrative Officer of the County Public Health Department of the Commissioner of Health of the Department of State Health Services ("DSHS") declare that a large-scale public health emergency response or immunization or treatment is necessary as a control measure for an outbreak of a communicable disease and only if locally resources are depleted or unavailable.

2. County agrees to supply all materials provided by Strategic National Stockpile (SNS) (vaccines, antibiotics, antitoxins, antivirals, syringes, etc) and forms necessary to administer during an emergency.

3. County shall be responsible for the disposal of medical waste and for the disinfection of RAM mobile facilities following the use of such facilities for an emergency. County shall coordinate with DSHS, if necessary, to provide written assurances that the RAM facilities are safe for return to use by RAM.

4. RAM agrees to support County with relief and rescue by using public health emergency support mobile facilities, equipment, and resources during an emergency.

5. RAM agrees to provide one or more staff on-site during an emergency to assist County with operations.

6. RAM will have access to utilities including but not limited to, gas, water, electricity and telecommunications at no cost to RAM.

7. County agrees to designate rooms, fixtures and equipment existing at the point of distribution facilities that RAM mobile facilities may use during an emergency at the time the provisions this Agreement becomes effective, pursuant to paragraph 1 herein.

8. RAM agrees to submit to County an Incident Command System (ICS) Organization Chart derived from FEMA National Incident Management System (NIMS) upon arriving at a County POD during an emergency public health response under the provisions of this Agreement.

9. The Parties understand and agree that RAM, in a volunteer capacity, may be immune from civil liability for any act or omission resulting in death, damage or injury while acting in good faith and in the course and scope of its function to provide a service related to a Homeland Security Activity in accordance with Government Code Section 421.061, so long as it is at the request or direction of the County, and such performance was not willfully or wantonly negligent or done with conscious indifference or reckless disregard for the safety of persons involved in an emergency public health response.

10. **Term.** This Agreement becomes effective when executed by both Parties. Either party may cancel it by giving thirty (30) days notice to the other party; otherwise it remains in effect for five (5) years and may be renewed for a period of five years by written amendment signed by both Parties. Any notice or communication required or permitted shall be given in writing.

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

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

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

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

If to District: Remote Area Medical Volunteer Corps
Attention: Stan Brock, Founder and President
2200 Stock Creek Blvd.
Rockford, Tennessee 37853

Fax: 865-609-1876
Email: stanbrock@ramusa.org

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
100 E. Cano St. 2nd Floor
Edinburg, Texas 78539
Fax: 956-318-2699
Email: ramon.garcia@co.hidalgo.tx.us

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

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

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

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

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

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

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

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

23. **Performance of Governmental Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions related to

Homeland Security Activities, and will pay for such services out of current revenues available to the paying party, if applicable, as herein provided.

24. **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.

25. **Mutual Indemnification.** Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

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

27. **Limitation and/or Inability to Respond**. In situations where it reasonably appears to RAM that full compliance with the provisions of this Agreement is not possible, due to other non-related relief efforts being concurrently responded to by RAM, then and in that event it is agreed hereto between the Parties that RAM shall provide notice of any limitation and/or the inability to respond to the County, and thereafter, County will expect a reasonable response from RAM to the emergencies involved.

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

REMOTE AREA MEDICAL VOLUNTEER CORPS

By: Stan Brock

Printed Name: Stan Brock

Title: Founder and President

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Hidalgo County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

Mike Escaname

From: Victor Garza <victor.garza@da.co.hidalgo.tx.us>
Sent: Wednesday, April 26, 2017 11:10 AM
To: Nancy Trevino; mike.escaname@hchd.org; Eduardo Olivarez
Subject: RAM

Ms. Trevino,

I have reviewed the proposed RAM MOU, subject to our office recommended revisions, our office approves as to the form of the agreement.

respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

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AI-59539 **Adult Probation** **14. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

February 2017
1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $4,490.00
2. Approval of appropriation of the DWI program income (GPI) in the amount of $4,490.00

March 2017
1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $2,208.00
2. Approval of appropriation of the DWI program income (GPI) in the amount of $2,208.00

BACKGROUND

DWI grant program income:
February 2017 $4,490.00
March 2017 $2,208.00

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1289-423-00-320-032-7-XXX

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

BUDGETARY IMPACT:

Appropriation of funds.

Attachments

DWI approved budget
FEB & MAR revenues
DWI Feb 17 appropriation
DWI Mar 17 appropriation
cor

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	04/25/2017 11:00 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Maria Castilleja Started On: 04/25/2017 08:49 AM

Final Approval Date: 04/28/2017

Print This Page

Agency Name: Hidalgo County
Grant/App: 2413907 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County DWI Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions and attends court staffing.Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$41,417.00	$0.00	$0.00	$0.00	$41,417.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending In-State trainings and conferences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, staples, paper clips, pens, copy toners, case folders, other.	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending national trainings and conferences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
		Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the						

Personnel	Probation Officer	program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$63,355.00	$0.00	$0.00	$565.00	$63,920.00	100
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. This is half of the salary, as the other half will be paid with the GPI.Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items:. FICA 7.65%. Retirement 11.25%. Unemployment .60%. Health Insurance 18%.	$38,455.00	$0.00	$0.00	$14,542.00	$52,997.00	100
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug	1,000 Alcohol Testing EtG kits @$5.00 each. Ethyl Glucuronide (EtG) is a direct metabolite of ethanol, which is formed by enzymatic conjugation of ethanol with glucuronic acid. Alcohol in urine is normally detected for only a few hours, whereas EtG can be detected up to several days even after complete elimination of alcohol from the body. EtG tests are	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0

	testing kit)	useful in determining recent alcohol use and in monitoring abstinence while in the program. Probation officers will utilize EtG tests to monitor offender abstinence from alcohol while in the program as directed by the Court.						
Personnel	Prosecutor	Prosecutor representative form District Attorney Office; Prosecutor reviews the cases for placement into the program; prosecutor participates in the staffing of cases. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

You are logged in as **User Name**: apatrick

Account No/Description				Budget	Amount	Receivable
7-1289-334-10-320-032-7-000 DWI CRT-REVENUES						
			*** Beginning Balance**	**121,625.70**	**15,011.50**	**106,614.20**
* Journal Entries						
DATE	REFERENCE	BATCH	DESCRIPTION			
03/31/17	JE171324	17001391	REC 03/17 REV DWI COURT GRANT		16,762.94	
			Total		**16,762.94**	
			*** Ending Balance**	**121,625.70**	**31,774.44**	**89,851.26**
7-1289-342-30-320-032-7-000 DWI CRT PROGRAM INCOME						
			*** Beginning Balance**	**1,235.00**	**2,477.00**	**-1,242.00**
* Budget Entries						
DATE	REFERENCE	BATCH	DESCRIPTION			
03/07/17	JE170568	17000641	BUDGET AMENDMENT CC 3/7/17	1,242.00		
			Total	**1,242.00**		
* Receipts						
DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION		
03/10/17	208283	17000674	ADULT PROBATION 03/06/17	02/2017	4,490.00	
04/13/17	209448	17001252	ADULT PROBATION 04/04/17	PRE-TRIA	2,208.00	
			Total		**6,698.00**	
			*** Ending Balance**	**2,477.00**	**9,175.00**	**-6,698.00**
1289 DESIGNATED PURPOSE GRANTS LVL 9				124,102.70	40,949.44	83,153.26
7 YEAR 2017				124,102.70	40,949.44	83,153.26

DATE: March 24, 2017
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 7-1289-423-00-320-032-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
7-1289-423-00-320-	032-	7-	113		DWI Court-	Full-Time Employees	3,750.00
7-1289-423-00-320-	032-	7-	117		DWI Court-	Supplemental Pay	0.00
7-1289-423-00-320-	032-	7-	211		DWI Court-	Health Insurance	0.00
7-1289-423-00-320-	032-	7-	212		DWI Court-	Life Insurance	0.00
7-1289-423-00-320-	032-	7-	220		DWI Court-	FICA	287.00
7-1289-423-00-320-	032-	7-	230		DWI Court-	Retirement	430.00
7-1289-423-00-320-	032-	7-	250		DWI Court-	Unemployment Compensation	23.00
					TOTAL APPROPRIATION		**4,490.00**
7-1289-342-30-320-	032-	7-	000		DWI Court Program Income		4,490.00
					TOTAL REVENUES		**4,490.00**

REASON:

To allocate the GPI for the FY2017 DWI Grant Budget #2413907 from 2/1/2017-2/28/2017.
The total GPI is equal to $4490.00.

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

DATE: April 19, 2017
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 7-1289-423-00-320-032-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
7-1289-423-00-320-	032-	7-	113		DWI Court-	Full-Time Employees	1,844.00
7-1289-423-00-320-	032-	7-	117		DWI Court-	Supplemental Pay	0.00
7-1289-423-00-320-	032-	7-	211		DWI Court-	Health Insurance	0.00
7-1289-423-00-320-	032-	7-	212		DWI Court-	Life Insurance	0.00
7-1289-423-00-320-	032-	7-	220		DWI Court-	FICA	141.00
7-1289-423-00-320-	032-	7-	230		DWI Court-	Retirement	212.00
7-1289-423-00-320-	032-	7-	250		DWI Court-	Unemployment Compensation	11.00
					TOTAL APPROPRIATION		**2,208.00**
7-1289-342-30-320-	032-	7-	000		DWI Court Program Income		2,208.00
					TOTAL REVENUES		**2,208.00**

REASON:

To allocate the GPI for the FY2017 DWI Grant Budget #2413907 from 3/1/2017-3/31/2017.
The total GPI is equal to $2208.00.

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

COUNTY of HIDALGO

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

EDINBURG, TEXAS 78539

April 28, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, 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 all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $6,698.00 to be generated by the Hidalgo County Adult Probation Department for the DWI Court Grant FY2017. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

$4,490.00	February 2017 DWI Program Income
$2,208.00	March 2017 DWI Program Income

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/1/17
Date

Rossana Schettino

From: Rosario Ramirez-Castilleja [rosario.castilleja@hidalgocountycscd.org]
Sent: Tuesday, April 25, 2017 8:58 AM
To: Rossana Schettino
Subject: Feb & Mar DWI GPI

Please certify the revenues for the February 2017 and March 2017 DWI GPI. I have submitted agenda item #59539 for 5/16/17. Thank you.

Rosario Ramirez-Castilleja
Hidalgo County CSCD
Budget/Fiscal Director
P.O. Box 970
Edinburg, TX 78540
956.587.6009
Fax 956.318.2488

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AI-59539 **Adult Probation 22. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

February 2017

1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $4,490.00
2. Approval of appropriation of the DWI program income (GPI) in the amount of $4,490.00

March 2017

1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $2,208.00
2. Approval of appropriation of the DWI program income (GPI) in the amount of $2,208.00

BACKGROUND

DWI grant program income:
February 2017 $4,490.00
March 2017 $2,208.00

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1289-423-00-320-032-7-XXX

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

BUDGETARY IMPACT:

Appropriation of funds.

Attachments

DWI approved budget
FEB & MAR revenues
DWI Feb 17 appropriation
DWI Mar 17 appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/25/2017 11:00 AM
Final Approval		
Form Started By: Maria Castilleja		Started On: 04/25/2017 08:49 AM

Print This Page

Agency Name: Hidalgo County
Grant/App: 2413907 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County DWI Court
Status: Active Grant

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions and attends court staffing.Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$41,417.00	$0.00	$0.00	$0.00	$41,417.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending In-State trainings and conferences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, staples, paper clips, pens, copy toners, case folders, other.	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending national trainings and conferences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
		Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the						

Personnel	Probation Officer	program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$63,355.00	$0.00	$0.00	$565.00	$63,920.00	100
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. This is half of the salary, as the other half will be paid with the GPI.Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items:. FICA 7.65%. Retirement 11.25%. Unemployment .60%. Health Insurance 18%.	$38,455.00	$0.00	$0.00	$14,542.00	$52,997.00	100
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug	1,000 Alcohol Testing EtG kits @$5.00 each. Ethyl Glucuronide (EtG) is a direct metabolite of ethanol, which is formed by enzymatic conjugation of ethanol with glucuronic acid. Alcohol in urine is normally detected for only a few hours, whereas EtG can be detected up to several days even after complete elimination of alcohol from the body. EtG tests are	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0

	testing kit)	useful in determining recent alcohol use and in monitoring abstinence while in the program. Probation officers will utilize EtG tests to monitor offender abstinence from alcohol while in the program as directed by the Court.						
Personnel	Prosecutor	Prosecutor representative form District Attorney Office; Prosecutor reviews the cases for placement into the program; prosecutor participates in the staffing of cases. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

You are logged in as **User Name**: apatrick

Account No/Description				Budget	Amount	Receivable
7-1289-334-10-320-032-7-000 DWI CRT-REVENUES						
			*** Beginning Balance**	**121,625.70**	**15,011.50**	**106,614.20**
* Journal Entries						
DATE	REFERENCE	BATCH	DESCRIPTION			
03/31/17	JE171324	17001391	REC 03/17 REV DWI COURT GRANT		16,762.94	
			Total		**16,762.94**	
			*** Ending Balance**	**121,625.70**	**31,774.44**	**89,851.26**
7-1289-342-30-320-032-7-000 DWI CRT PROGRAM INCOME						
			*** Beginning Balance**	**1,235.00**	**2,477.00**	**-1,242.00**
* Budget Entries						
DATE	REFERENCE	BATCH	DESCRIPTION			
03/07/17	JE170568	17000641	BUDGET AMENDMENT CC 3/7/17	1,242.00		
			Total	**1,242.00**		
* Receipts						
DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION		
03/10/17	208283	17000674	ADULT PROBATION 03/06/17	02/2017	4,490.00 ✓	
04/13/17	209448	17001252	ADULT PROBATION 04/04/17	PRE-TRIA	2,208.00 ✓	
			Total		**6,698.00**	
			*** Ending Balance**	**2,477.00**	**9,175.00**	**-6,698.00**
1289 DESIGNATED PURPOSE GRANTS LVL 9				124,102.70	40,949.44	83,153.26
7 YEAR 2017				124,102.70	40,949.44	83,153.26

DATE: March 24, 2017
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 7-1289-423-00-320-032-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
7-1289-423-00-320-032-7-113	DWI Court-	Full-Time Employees	3,750.00
7-1289-423-00-320-032-7-117	DWI Court-	Supplemental Pay	0.00
7-1289-423-00-320-032-7-211	DWI Court-	Health Insurance	0.00
7-1289-423-00-320-032-7-212	DWI Court-	Life Insurance	0.00
7-1289-423-00-320-032-7-220	DWI Court-	FICA	287.00
7-1289-423-00-320-032-7-230	DWI Court-	Retirement	430.00
7-1289-423-00-320-032-7-250	DWI Court-	Unemployment Compensation	23.00
TOTAL APPROPRIATION			**4,490.00**
7-1289-342-30-320-032-7-000	DWI Court Program Income		4,490.00
TOTAL REVENUES			**4,490.00**

REASON:

To allocate the GPI for the FY2017 DWI Grant Budget #2413907 from 2/1/2017-2/28/2017.
The total GPI is equal to $4490.00.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

DATE: April 19, 2017
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 7-1289-423-00-320-032-7-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
7-1289-423-00-320-032-7-113	DWI Court-	Full-Time Employees	1,844.00
7-1289-423-00-320-032-7-117	DWI Court-	Supplemental Pay	0.00
7-1289-423-00-320-032-7-211	DWI Court-	Health Insurance	0.00
7-1289-423-00-320-032-7-212	DWI Court-	Life Insurance	0.00
7-1289-423-00-320-032-7-220	DWI Court-	FICA	141.00
7-1289-423-00-320-032-7-230	DWI Court-	Retirement	212.00
7-1289-423-00-320-032-7-250	DWI Court-	Unemployment Compensation	11.00
TOTAL APPROPRIATION			**2,208.00**
7-1289-342-30-320-032-7-000	DWI Court Program Income		2,208.00
TOTAL REVENUES			**2,208.00**

REASON:

To allocate the GPI for the FY2017 DWI Grant Budget #2413907 from 3/1/2017-3/31/2017.
The total GPI is equal to $2208.00.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

AI-59456 **Facilities Management** **15. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Daniel Flores, FACILITIES MANAGEMENT

Submitted By: JC Carreon, FACILITIES MANAGEMENT

Department: FACILITIES MANAGEMENT

Information

CAPTION

Facilities Management:
Requesting authority for County Judge to sign the Inspection Response Form (stating all violations cited have been corrected) from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers (ADA) for the following building:
Hidalgo County Autopsy Facility located at: 3100A S. Business 281, Edinburg, Texas 78539

BACKGROUND

Fiscal Impact

Attachments

Inspection Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/17/2017 03:42 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: JC Carreon		Started On: 04/17/2017 03:18 PM
Final Approval Date: 04/28/2017		

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P. O. Box 12157, Austin, Texas 78711
(512) 539-5669 • (877) 278-0999 • FAX (512) 539-5690
architectural.barriers@tdlr.texas.gov • www.tdlr.texas.gov

ARCHITECTURAL BARRIERS - INSPECTION RESPONSE FORM

Building or facility owners or the owners' designated agent may use this form to indicate the status of outstanding violations associated with the referenced construction project that were identified during the inspection performed by a Registered Accessibility Specialist (RAS) or TDLR Investigator to verify compliance with the Texas Accessibility Standards (TAS).

This form must be submitted to the RAS or TDLR representative noted in Step 4.

STEP 1 - PROJECT INFORMATION **PRINT OR TYPE**

Name:		EABPRJ #:	
Space Pressure Contl. Autopsy Facility		6800420	
Address:	**Suite No:**	**City:**	**Zip:**
3100A S. Business 281		Edinburg	78539

STEP 2 - INSPECTION STATUS INFORMATION

A. [x] **All** violations cited on the inspection report relating to the above referenced project have been corrected.

B. [ ] All violations cited on the inspection report relating to the above referenced project will be corrected by: _____(completion date).

Note: Projects inspected by a RAS, have 270 calendar days from the date of the inspection report to correct inspection violations.

Completion dates after 270 calendar days of the inspection report must be approved by TDLR.

C. [ ] The following violations cited on the inspection report relating to the above referenced project will not be corrected:

TAS violation reference(s) _____

A Variance Application has been submitted and/or approved for: _____

STEP 3 - OWNER / AGENT INFORMATION

Owner/Agent Name:		Company/Firm:		
Hidalgo County Judge Ramon Garcia		Hidalgo County		
Address:		**City:**	**State:**	**Zip:**
P.O. Box 1356		Edinburg	Texas	78539
Phone #:	**Fax #:**	****Email:**		
956-318-2600	956-318-2699			

I am the owner of this building/facility or the agent designated by the owner to act on their behalf (check one):

☐ Owner (Person or entity that holds title to this property) ☐ Owner's Designated Agent

I certify by my signature below that the information provided is true and accurate. I also understand that failure to correct the violation(s) may result in this project being forwarded to the Enforcement Division of TDLR for action.

Signature: Date:

STEP 4 – SUBMITTAL INFORMATION:

FOR RAS AND/OR TDLR USE ONLY

Name:	RAS #	Company/Agency:		
Celso Gonzalez, Jr.	(if applicable): 1356			
Address:		**City:**	**State:**	**Zip:**
5163 AN. Bryan Road		Palmhurst	Texas	78573
Phone:	**Fax:**	****Email:**		
956-453-3486	956-585-7773	cg@cgc-inc.com		

TDLR 029AB 12-08

NOTE: An individual who completes and files this form with the Texas Department of Licensing and Regulation (the Dept.) is entitled to the following:
1) to be informed about the information that the Dept. collects about the individual, upon their request and subject to a few exceptions;
2) to receive and review the information, under Sections 552.021 and 552.023 of the Texas Govt. Code; and
3) have the Dept. correct information about the individual that is incorrect, under Section 559.004 of the Texas Govt. Code.

***The Department will add your address to the Architectural Barriers email notification list which automatically provides Department information on matters affecting Architectural Barriers. Your email address is confidential pursuant to the Texas Information Act; the Department will not share it with the public. For additional information link to: http://www.tdlr.texas.gov/newsletters/TDLRnotificationLists.asp*

AI-59604 **Community Service Agency** **16. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Consideration and approval of a proclamation declaring May 2017 as Community Action Month

BACKGROUND

Fiscal Impact

Attachments

CSA Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/27/2017 05:00 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Julia Sullivan		Started On: 04/27/2017 04:34 PM
Final Approval Date: 04/28/2017		

PROCLAMATION DECLARING MAY 2017 AS COMMUNITY ACTION MONTH

WHEREAS, Community Action emerged from the heart of President Lyndon B. Johnson's 1964 proclamation of America's "War on Poverty" where battles must be won in the field, in every private home, in every public office, from the courthouse to the White House; and

WHEREAS, Community Action has put a human face on poverty for 53 years by advocating for limited-income citizens without a voice, so that they may enter the middle class and reach for the American dream, replacing their despair with opportunity; and

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities, which in turn promotes self-sufficiency, ensuring that all Americans are able to live in dignity; and

WHEREAS, Community Action has enhanced the lives of millions of people across America by providing essential, life-changing services and opportunities such as affordable housing, economic development, health care, energy assistance, natural disaster relief and recovery; and

WHEREAS, Community Action already serves 99% of America's counties in rural, suburban, and urban communities and because it is right, because it is wise, and because, in our hearts and minds we believe it is possible, we will conquer poverty in our lifetime; and

WHEREAS, Community Action will continue to implement innovative and cost-effective programs to improve the lives and living conditions of the impoverished; continue to provide support and opportunities for all citizens in need of assistance; and continue to be a major voice of reason in establishing welfare system reforms;

NOW, THEREFORE, Hidalgo County Commissioners Court do hereby proclaim May 2017 as Community Action Month in recognition of the hard work and dedication of all Hidalgo County Community Action agencies.

Approved this 2nd day of May 2017.

RAMON GARCIA
County Judge

DAVID L. FUENTES
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-59255 **IT Department** **17. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Renan Ramirez, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Requesting approval of the following claim/invoices (U.S. Postal Rates) with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor:
Information Management Services
Invoice 21387 - 07/13/16 - $157.72
Invoice 07476 - 02/09/16 - $3,277.85
Invoice 07511 - 02/22/16 - $1,251.73
Invoice 07584 - 03/23/16 - $3,649.15
Invoice 07880 - 07/13/16 - $811.79

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-415-15-140-004-0-350

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

BUDGETARY IMPACT:

Funding available as of 04/20/2017.

Attachments

Invoice 21387
Invoice 7476
Invoice 7511
Invoice 7584
Invoice 7880
email USPS rate change

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/18/2017 04:06 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Renan Ramirez		Started On: 04/04/2017 12:57 PM
Final Approval Date: 04/28/2017		

Information Management Solutions

Service Invoice

Date	Invoice #
7/13/2016	21387

Bill To	Attn: Accounting Dept
Hidalgo County Tax Office 2818 S Business Hwy 281 Edinburg, TX 78539	

P.O. Number	Terms	Rep	Project
739992	Net 30	SRG	

Quantity	Item Code	Description	Price Each	Amount
		Warrant Cards - Job # 68394 June 29, 2016		
2,029	All Services	Laser Printing - All Services	0.0775	157.25
1	Shipping	Shipping & Freight Charges - Bad Addresses	0.465	0.47

The shinbone is a device for finding furniture in a dark room.

Total	$157.72
Payments/Credits	$0.00
Balance Due	$157.72

2416 Brockton St. #105 . San Antonio, Texas 78217 . (210) 826-4994 . Fax (210) 826-2676

Information Management Solutions
2416 Brockton #105
San Antonio, TX 78217

Phone #	210-826-4994

Postage Invoice

Date	Postage Invoice #
2/9/2016	0007476

Bill To
Hidalgo Warrant Postage Renan Ramierz 2818 S Business Hwy 281 Edinburg, TX 78539

A SEPARATE CHECK FOR ALL POSTAGE PAYMENTS IS REQUIRED.

P.O. No.	Terms
735571	Net 30

Description	Qty	Rate	Amount
Vendor: 392898 Req: 00288451 Purchase Order: 735571 Warrant Cards - JOB # 61329, 61763, 62270 Scofflaw Related Postage Fees Postage for Mailing	1	6,107.85	6,107.85

PLEASE ISSUE A SEPARATE CHECK FOR ALL POSTAGE PAYMENTS.

Thank you for your business.

Subtotal	$6,107.85
Sales Tax (0.0%)	$0.00
Total	$6,107.85
Payments/Credits	-$2,830.00
Balance Due	$3,277.85

Information Management Solutions
2416 Brockton #105
San Antonio, TX 78217

Postage Invoice

Phone #	210-826-4994

Date	Postage Invoice #
2/22/2016	0007511

Bill To

Hidalgo Warrant Postage
Renan Ramierz
2818 S Business Hwy 281
Edinburg, TX 78539

A SEPARATE CHECK FOR ALL POSTAGE PAYMENTS IS REQUIRED.

P.O. No.	Terms
735571	Net 30

Description	Qty	Rate	Amount
Vendor: 392898 Req: 00288451 Purchase Order: 735571 Warrant Cards - Job # 62830 February 16, 2016 Postage for Mailing	1	3,798.73	3,798.73

PLEASE ISSUE A SEPARATE CHECK FOR ALL POSTAGE PAYMENTS.

Thank you for your business.

Subtotal	$3,798.73
Sales Tax (0.0%)	$0.00
Total	$3,798.73
Payments/Credits	-$2,547.00
Balance Due	$1,251.73

Information Management Solutions

2416 Brockton #105
San Antonio, TX 78217

Phone #	210-826-4994

Postage Invoice

Date	Postage Invoice #
3/23/2016	0007584

Bill To
Hidalgo Warrant Postage Renan Ramierz 2818 S Business Hwy 281 Edinburg, TX 78539

A SEPARATE CHECK FOR ALL POSTAGE PAYMENTS IS REQUIRED.

P.O. No.	Terms
739991	Net 30

Description	Qty	Rate	Amount
Vendor: 392898 Req: 00294199 Purchase Order: 739991 OM Open Purchase Order for Standard Mail Postage Fee for the Mailing of 25, 000 Warrant Postcards	25,000	0.416	10,400.00

Subtotal	$10,400.00
Sales Tax (0.0%)	$0.00
Total	$10,400.00
Payments/Credits	-$6,750.85
Balance Due	$3,649.15

PLEASE ISSUE A SEPARATE CHECK FOR ALL POSTAGE PAYMENTS.

Thank you for your business.

Information Management Solutions
2416 Brockton #105
San Antonio, TX 78217

Postage Invoice

Phone #	210-826-4994

Date	Postage Invoice #
7/13/2016	0007880

Bill To

Hidalgo Warrant Postage
Renan Ramierz
2818 S Business Hwy 281
Edinburg, TX 78539

A SEPARATE CHECK FOR ALL POSTAGE PAYMENTS IS REQUIRED.

P.O. No.	Terms
739991	Net 30

Description	Qty	Rate	Amount
Warrant Cards - Job # 68394 June 29, 2016 Postage for Mailing	1	811.785	811.79

PLEASE ISSUE A SEPARATE CHECK FOR ALL POSTAGE PAYMENTS.

Thank you for your business.

Subtotal	$811.79
Sales Tax (0.0%)	$0.00
Total	$811.79
Payments/Credits	$0.00
Balance Due	$811.79

RE: Post card mailing rate question

From : Brian H Henry - San Antonio, TX <Brian.H.Henry@usps.gov> Fri, Feb 26, 2016 03:12 PM
Subject : RE: Post card mailing rate question
To : Renan Ramirez <renan.ramirez@co.hidalgo.tx.us>
Cc : Brian H Henry - San Antonio, TX <Brian.H.Henry@usps.gov>

Renan,

You are correct the Personal ID on each card is considered personal information specific to the addressee, mail that was accepted and processed with this format was processed in error.

DMM.133.3.0 Content Standards

3.1 General Eligibility
With the exception of restricted material as described in 601.8.0, any mailable item may be mailed as First-Class Mail.

3.2 Bills and Statements of Account
Bills and statements of account must be mailed as First-Class Mail, Priority Mail, or Priority Mail Express and are defined as follows:

a. Bills and statements of account assert a debt in a definite amount owed by the addressee to the sender or a third party. In addition, bills include a demand
b. for payment; statements of account do not include a demand for payment. The debt does not have to be due immediately but may become due at a later time
c. or on demand. The debt asserted need not be legally collectible or owed.

b. Bills and statements of account do not need to state the precise amount due if they contain information that would enable the debtor to determine that amount.

3.3 Personal Information
Mail containing personal information must be mailed as First-Class Mail, Priority Mail, or Priority Mail Express. Personal information is any information specific to the addressee.

Brian Henry
Mailing Standards Specialist
Rio Grande District
P210-368-8499
F210-368-8463

From: Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]
Sent: Friday, February 26, 2016 2:48 PM

To: Henry, Brian H - San Antonio, TX
Subject: Post card mailing rate question

Brian,

Thank you for your time on our phone call this afternoon.

As is my understanding, because of the personalized reference number information that is printed on our Warrant Notice Cards these cards should have always been billed at the first class mail rate and not standard mail. The fact that previous mailers had mailed at the standard rate was an oversight and now has been detected and noted. Any future mailings with this kind of information must be mailed at the first class rate.

I appreciate your answer to this email.

Thanks!

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

AI-59617 **IT Department** **17. B.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

COMMISSIONER PCT. 4

Authorization and approval to continue wireless service plan through the County's membership/participation with CONTRACT: DIR-TSO-3415 for VERIZON WIRELESS for the following:

Description:	User:	Service Plan:	MDN:
Continue cell phone service	Office Use	Nationwide Unl. Mins. Email&Data Unl+MHS N&W/M2M/MSG Unl. @ $69.99 + $5.00 taxes/fees per month	956-483-0602
Continue cell phone service	Office Use	Nationwide Unl. Mins. Email&Data Unl+MHS N&W/M2M/MSG Unl. @ $69.99 + $5.00 taxes/fees per month	956-483-0835

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-007-0-532

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

BUDGETARY IMPACT:

Req. #316177

Attachments

Backup documents

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 10:13 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Griselda Salazar		Started On: 04/28/2017 09:52 AM
Final Approval Date: 04/28/2017		

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☑ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Pct 4 Office Employee ID#_____ Signature:_____

Department: Pct 4 Dept#: 124

Quantity: 2

Service: $69.99/mo (x) 9 months = 1,259.82 Account: 7-1200-431-00-124-007-0-532

Service: $10.00/mo (x) 9 months = 90.00 Account: 7-1200-431-00-124-007-0-532 ~~619/604~~

Requisition Total: $1,349.82 **Requisition Number:** 316177

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) **Elected Official/Department Head Authorization for Request:**

Joseph Palacios Joseph Palacios 4/24/17

Signature Print Name Date

(3) **Executive Office Authorization (Commissioner's Court Departments Only):**

_____ _____ _____

Signature Print Name Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Nationwide Unl. Lmrs. Email & Data Unl. + MHS New/424/456 Unl. @ 69.99 + 5.00 each per month

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 1677075637
DATE 7/7/2016
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data		Voice Overage	Monthly Cost	Term Cost
NATIONWIDE UNLIMITED MINS EMAIL&DATA UNL+MHS N&W/M2M/MSG UNL $69.99	1	$69.99	Unlimited	Unlimited	Flex		NA	$69.99	$839.88
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	1							$69.99	$839.88

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access		Included TEXT / PIX / FLIX	Included Data		Data Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

MACHINE TO MACHINE	Line Count	Discounted Monthly Access			Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

FEATURES	Line Count	Discounted Monthly Access						Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $839.88

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

Requisition

Req # 00316177

PO #

Date: 03/02/17

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: VLopez
956-383-3112

Contract No: DIR-TSO-3415

Special Instructions:
Req # 332

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-3415, EXP 04/20/2020 CC APPROVAL ON MM/DD/YYYY, AI- Originally approved CC 06/02/15 AI- 49779, Regular See PO# 754516 (956)483-0602 (956)483-0835 DO NOT DUPLICATE ORDER		
9.00	MONTH	CO Nationwide Unlimited Mins Email & Data Unl + MHS N&W/M2M/MSG Unl @ $69.99 /month x 2 lines = $139.98	139.98	1,259.82
9.00	MONTH	EX Taxes and Fees @ $5.00 x 2 lines= $10.00 x 9 months= $90.00	10.00	90.00
		Account No	Encumbrance	
		7-1200-431-00-124-007-0-532	1,349.82	
			Freight	.00
			Total	1,349.82
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-59608 **IT Department** **17. C.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

DISTRICT ATTORNEY'S OFFICE / AUDITOR'S OFFICE
Authorization and approval to continue and purchase new service plan through the County's membership/participation with CONTRACT: DIR-TSO-3415 for VERIZON WIRELESS for the following:

Department:	Description:	User:	Service Plan:	MDN:
District Attorney's Office	New cell phone	Office Use	Nationwide Unl. Mins. Email&Data Unl+MHS N&W/M2M/MSG Unl. @ $69.99 + $3.00 taxes/fees per month	New
Auditor's Office	Continue Service	Office Use	4G Mobile Broadband Unl. @ $37.99 per month	956-358-1076
Auditor's Office	Continue Service	Office Use	4G Mobile Broadband Unl. @ $37.99 per month	956-587-2852

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-412-00-080-002-0-532

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

BUDGETARY IMPACT:

Districy Attorney Req#340985

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-415-21-170-001-0-532

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

BUDGETARY IMPACT:

Auditor Req# 340068

Attachments

District Attorney backup
Auditor's backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 10:12 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Griselda Salazar		Started On: 04/28/2017 08:36 AM
Final Approval Date: 04/28/2017		

FUNDING - pending CC Approval of AI-59280 on 4/18/17

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☒ Other:	Vendor No. 287024
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: DA'S Office Employee ID# N/A Signature: N/A

Department: DA'S Office Dept#: 080

Quantity: 1

Service: $69.99 /mo (x) 8 months = 559.92 Account: 7-1100-412-00-080-002-0-532

Taxes Service: $3.00 /mo (x) 8 months = 24.00 Account: 7-1100-412-00-080-002-0-532 ~~619/664~~

Requisition Total: 583.92 Requisition Number: 340985

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____ /mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Rosalinda Cantu Rosalinda Cantu 04/12/17

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins. Email & Data Unl. + MHS NEW/H24/MSG Unl. @ 69.99 per month

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2.

Revised: 03/09/2011

Funding - Memorandum of Agreement - SAS-80 on 4/18/17

X

Vendor No. 157624

DA's Office CEO N/A N/A

DA's Office CEO

Taxes $ 3.00 $ 24.00 7-100-410-00-020-000-5342

$ 49.99 $ 575.92 7-100-410-00-020-000-5342

$349.95

Jacqueline Smith Date 4/19/17

Civil litigation Acct. — New phone line Request May to Dec. 8 months

verizon

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment

Date:	April 5, 2017
Customer Name:	Hidalgo County
Sales Representative:	Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-TSO-3415. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http:/Awww.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 1745123113
DATE 4/5/2017
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data		Voice Overage	Monthly Cost	Term Cost
NATIONWIDE UNLIMITED MINS EMAIL&DATA UNL+MHS N&W/M2M/MSG UNL $69.99	1	$69.99	Unlimited	Unlimited	Flex		NA	$69.99	$839.88
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	1							$69.99	$839.88

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access		Included TEXT / PIX / FLIX	Included Data		Data Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

MACHINE TO MACHINE	Line Count	Discounted Monthly Access			Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

FEATURES	Line Count	Discounted Monthly Access						Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM (Annual (12 Months)): $839.88

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$69.99	$839.88
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$839.88

2Q17 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 1745123113

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3415 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ Internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

'Updated 04/03/2017'

Exclusive government equipment offers.

Effective April 1, 2017 through June 30, 2017, the following promotional offers are available to government subscribers across the country.

Receive a **$50** bill credit when activating any new 4G LTE smartphone.

New 1-yr activation on $34.99+ plan req'd. Offer valid 4.1.2017 through 6.30.2017.

4G LTE smartphones:

Device payment purchase or new 1-yr or 2-yr activation/renewal on $24.99 or higher plan req'd.

	2-yr
Apple iPhone® 6s—32GB	$0.00
Apple iPhone® SE—16GB	$0.00
Apple iPhone® SE—32GB	$0.00
Kyocera DuraForce Pro	$0.00
Samsung Galaxy J3V	$0.00
LG G5™	$29.99
Motorola Moto Z DROID	$49.99
Samsung Galaxy S7	$49.99
Google Pixel™—32GB	$99.99

Online-only 4G LTE smartphone offers:

Device payment purchase or new 1-yr or 2-yr activation/renewal on $24.99 or higher plan req'd.

	2-yr
Samsung Galaxy S7	$29.99
LG Stylo 2v	$49.99
Samsung J7	$49.99
LG G6	$99.99
Samsung Galaxy S7 Edge	$99.99
LG V20	$199.99
Motorola Moto Z Force	$199.99
Google Pixel XL—32GB	$219.99

Check out Verizon's other online offers and get free shipping on online purchases.

Basic phones:

New 1-yr or 2-yr activation/renewal on $19.99 or higher plan req'd.

	2-yr
LG Cosmos™ 3	$0.00
LG Revere® 3	$0.00
Kyocera Dura® XV, XV+	$0.00
Samsung Convoy® 4	$0.00

Internet devices:

New 1-yr or 2-yr activation/renewal on $24.99 or higher plan req'd.

	2-yr
Jetpack® MiFi® 7730L	$0.00
Jetpack Mobile Hotspot AC791L	$0.00

For more information, please contact your Verizon business sales representative.

verizon✓

Activation/upgrade fee: up to $40. IMPORTANT CONSUMER INFORMATION: Subject to VZW Agmts, Calling Plan and credit approval. Up to $350 early termination fee. Bill credit applied within 2 – 3 cycles. While supplies last. Restocking fee may apply. Offers and coverage, varying by svc, not available everywhere; see vzw.com. DROID is a trademark of Lucasfilm Ltd. and its related companies. Used under license. © 2017 Verizon Wireless. 0317-239393

Requisition

Req # 00340985

PO #

Date: 04/20/17

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: Hidalgo County District Attorney
100 East Cano
Edinburg Tx 78539

Contact: OBDETT CALZADA
956-292-7604

Contract No: DIR-TSO-3415

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-3415, EXP 04/27/2020		
		DO NOT DUPLICATE ORDER		
8.00	MONTH	NATIONWIDE UNLIMITED MINS EMAIL & DATA UNL+MHS N&W/M2M/MSG UNL $69.99	69.99	559.92
12.00	MONTH	TAXES & FEES	3.00	36.00
		Account No	Encumbrance	
			Freight	.00
			Total	595.92
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Auditor's Office Employee ID#_____ Signature:_____

Department: Auditor's Office Dept#: 170

Quantity: 2

Service: $ 37.99 /mo (x) 8 months = $303.92 Account: 7-1100-415-21-170-001-0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: $607.84 Requisition Number: 340068

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

_____ Ray Eufracio, CPA 4-24-17

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Valde Guerra 4/24/17

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl. @ 37.99 each per month

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/slg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 17126153539
DATE 1/26/2017
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99	1	$37.99	N	Unlimited	$0.00	$37.99	$455.88
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	1					$37.99	$455.88

MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)] $455.88

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

Requisition

HIDALGO COUNTY AUDITOR'S OFFICE

Req # 00340068

PO #

Date: 04/05/17

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO COUNTY AUDITOR'S OFFICE
2808 S BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact: R EUFRACIO
956-318-2511

Contract No: DIR-TSO-3415

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-3415 EXPIRES 4/27/20		
		DO NOT DUPLICATE ORDER		
8.00	MONTH	CO DATA CARD WITH UNLIMITED DATA PLAN WITH VERIZON TEXAS FOR EIGHT (8) MONTHS - MAY THRU DECEMBER 2017 - FOR USE BY HIDALGO COUNTY AUDITOR'S OFFICE. DATA CARD #956-587-2852.	37.99	303.92
8.00	MONTH	CO DATA CARD WITH UNLIMITED DATA PLAN WITH VERIZON TEXAS FOR EIGHT (8) MONTHS - MAY THRU DECEMBER 2017 - FOR USE BY HIDALGO COUNTY AUDITOR'S OFFICE. DATA CARD #956-358-1076.	37.99	303.92
		Account No	Encumbrance	
		7-1100-415-21-170-001-0-532	607.84	
			Freight	.00
			Total	607.84

Authorized By: _____

AI-59479 **IT Department** **17. D.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Executive Office:
Authorization and approval for new wireless device service through the County's membership/participation with CONTRACT: DIR-TSO-3415 for VERIZON WIRELESS for the following:

Departments:	Quantity:	Description:	User:	Service Plan:	Equipment Cost:
Elections	1	Data Service(GPS)	Office Use	Machine to Machine Account Share 5MB @ $7.00/month	$0
Fac. Mgmt	3	Data Service(GPS)	Office Use	Machine to Machine Acct. Share 1MB@ 5.00/mo. (2) Machine to Machine Acct. Share 5MB@ 7.00/mo. (1)	$0

BACKGROUND

***correction: should be 2 for Fac Mgmt not 3**

Service as follows:
Elections 1 Data Service(GPS) Machine to Machine Account Share 5MB @ $7.00/month
Fac. Mgmt 2 Data Service(GPS) Machine to Machine Account Share 1MB@ $5.00/month

Departments/Units
Elections - 1
Fac Mgmt - 2

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-413-00-125-001-0-532

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

BUDGETARY IMPACT:

Funding available as of 04/20/2017 through REQ #340618.

Attachments

req

form
quote

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/19/2017 01:53 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 04/19/2017 11:11 AM
Final Approval Date: 04/28/2017		

Requisition
EXECUTIVE OFFICE

Req # 00340618
PO #
Date: 04/13/17

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: EXECUTIVE OFFICE
2818 S BUSINESS HWY 281
EDINBURG TX 78539

Contact: **Becky Gomez**
956-292-7655

Contract No: **DIR-TSO-3415**

Special Instructions:
EX-71

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-3415, EXP. 4/27/2020 CC APPROVAL ON 04/18/2018, AI- DO NOT DUPLICATE ORDER		
8.00	MONTH	CO MACHINE TO MACHINE ACCOUNT SHARE 5MB AT $7.00/MONTH PER VEHICLE (1 VEHICLE)(8 mths. May-Dec)	7.00	56.00
8.00		CO MACHINE TO MACHINE ACCOUNT SHARE 2MB AT $5.00/MONTH PER VEHICLE (2 VEHICLES)(8 mths.May-Dec)	10.00	80.00
		Account No	Encumbrance	
		7-1100-413-00-125-001-0-532	136.00	
			Freight	.00
			Total	136.00
		Fac Mgmt 2 vehicles/ Elections 1 vehicle		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Revised +

WIRELESS DEVICE REQUEST FORM W.2011.2

County Owned Wireless Device:	TYPE OF REQUEST Wireless Data Device:	Stipend:
▫Office Use *or* ▫Individual ▫Name Change ▫Equipment Change ▫Plan Change ▫Delete Service	Data Card Blackberry XOther: GPS	▫Cellular Telephone $50/mo ▫Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# N/A Signature:N/A

Department: Executive Office for Elections Dept #125 (1) / Fac. Mgmt. (2)

Quantity: 3 units

Service: $ 5.00/mo x 12 months = 60.00

Service: $ 7.00/mo (x) 12months = 84.00 Account:7-1100-413-00-125-001-0-532 ✓

Requisition Total: $ 136.00 May-Dec (8) months Requisition Number: 340618

STIPEND

(1) Employee: Employee ID# Signature:

Department:

Dept#

Quantity:

Service: $ /mo (x) months = Account: -532

Total:

(2) Elected Official/Department Head Authorization for Request:

M Badillo for Valde Guerra 4/19/17

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

M Badillo ~~Valde~~ for VR Valde Guerra

Signature Print Name

(4) IT DEPARTMENT ONLY:

Service Type Codes:

Commissioner's Court Action: Commissioner's Court Date: 5/2/17

▫Approved Date: _____ ▫Disapproved

A.I.# 59479

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167164,00.html, EXAMPLE 2.

Revised: 03/09/2011

verizon

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment

Date:	April 27, 2017
Customer Name:	Hidalgo County
Sales Representative:	carlos zavala

1- Elections
2- Facilities
Total 3

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-TSO-3415. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID	17427090729
DATE	4/27/2017
TERM	Annual (12 Months)
PAGE	1 of 2

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data		Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access		Included TEXT / PIX / FLIX	Included Data		Data Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

MACHINE TO MACHINE	Line Count	Discounted Monthly Access			Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
MACHINE TO MACHINE ACCOUNT SHARE 1MB $0.0009765/KB $5.00 (M2M ASH)	2	$5.00			1 MB	2 MB / Low Usage	$1 / MB	$10.00	$120.00
MACHINE TO MACHINE ACCOUNT SHARE 5MB $0.0009765/KB $7.00 (M2M ASH)	1	$7.00			5 MB	5 MB / Low Usage	$1 / MB	$7.00	$84.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	3							$17.00	$204.00

FEATURES	Line Count	Discounted Monthly Access						Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $204.00

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

Req. 340618

7-1100-413-00-125-001-0-532

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$17.00	$204.00
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		**$204.00**

2Q17 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 17427090729

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3415 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 04/03/2017

AI-59552 **Elections Administration** **18. B.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Carlos Nieto, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of 2017 Full Contract for Election Services between Hidalgo County and the City of Elsa for their election to be held on May 6, 2017.

BACKGROUND

Fiscal Impact

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/25/2017 03:15 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Carlos Nieto Started On: 04/25/2017 02:18 PM

Final Approval Date: 04/28/2017

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF ELSA, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 06, 2017.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 06, 2017, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on May 06, 2017, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:

1) Ballots (preparation and distribution only);

2) Election kits and election paperwork;

3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure early voting polling places and Election Day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare early voting and election day schedules for newspaper (Texas Election Code Section 4.003(a)(1);

(M)Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and Election Day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.

(W) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(Y) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Z) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay a proportionate share of the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for a proportionate share of the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election Results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(H) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(I) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;

B. Base charge for Audio Setup of $300 for English/Spanish;

C. A $10.00 recording fee for Audio Files for each Contest and/or Office;

D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;

E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;

F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;

G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements,(if applicable)

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a proportionate share of the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the proportionate share of the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for a proportionate share of the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

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

Yvonne Ramón
Hidalgo County Elections Administrator
Hidalgo County Elections Department
PO Box 659
Edinburg, Texas 78540

Alonzo Perez
Mayor
City of Elsa
PO Box 427
Elsa, Texas 78543

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2017

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMON

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

CITY OF ELSA
ENTITY

BY: _____

PRINT: ALONZO PEREZ
TITLE: MAYOR

ATTEST

BY: _____

PRINT: Alonzo Perez

TITLE: MAYOR

2017 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Elsa — 35 Amendments & 1 Proposition | **DATE: May 6, 2017**

6.01	**Coding Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	0	$0.00
A	Request Change on Coding Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	36	$360.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	36	$360.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	72	$720.00
F	Election Media per Polling Location(s)		**$100.00**	2	$200.00
G	iVotronic Voting Machine(s)		**$150.00**	4	$600.00
G	ADA iVotronic Voting Machine(s)		**$150.00**	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$650.00**	1	$650.00
				Total iVotronic Coding Charges	**$3,640.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)		**$100.00**	9	$900.00
B	Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)		**$150.00**	2	$300.00
C	Printer Labels (4,555 per vote)		**$0.03**	9,110	$273.30
D	Username/Password - Per Polling Location		**$20.00**	2	$40.00
				Total Electronic Poll Book Charges	**$1,513.30**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	190	$104.50
	Election Day Combination Forms		**$0.55**	190	$104.50
	Election Judge Kit for Early Voting		**$35.00**	1	$35.00
	Election Judge Kit for Election Day		**$35.00**	1	$35.00
	Polling Location Map(s)		**$17.00**	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	300	$60.00
				Total Supplies Charges	**$373.00**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	250	$62.50
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	300	$120.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	250	$500.00
	Postage Mail-in-Ballots (per request)		**$0.61**	250	$152.50
	Correspondence Postage		**$0.49**	1	0.49
				Total Mail & Ballot Service Charges	**$835.49**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,800.00**	1	$1,800.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**		**Price**		**Total**
	Payroll for Early Voting Employees		**$3,705.10**		$3,705.10
	Payroll for Election Day Employees		**$659.50**		$659.50
				Total Payroll Charges	**$4,364.60**
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$250.00**	1	$250.00
				Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
				Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ **12.00**	1	87	$2.09
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ **10.10**	3	261	$15.82
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ **12.00**	1	15	$0.36
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ **10.10**	3	45	$2.73
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$20.99**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)		**$45.00**	1	$45.00
				Total Cell Phone Charges	**$45.00**
6.12				**Subtotal**	**$12,842.38**
				Administrative Fees (10%)	**$1,284.24**
				ESTIMATED GRAND TOTAL	**$14,126.62**

AI-59494 **WIC** **19. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

WIC-Summer Food Program (1292)
Requesting approval of the Budget Appropriation in the amount of $75,000.00.

BACKGROUND

02/06/17 - AI-58244 - Approval to accept Contract No. 2017- 049851- 001-A
2017 Budget Appropriations Summer Food Program

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1292-441-00-350-020-7-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact, 100% State Funded.

Attachments

appropriation-revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/27/2017 04:11 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Margarita Gonzalez Started On: 04/19/2017 06:42 PM

Final Approval Date: 04/28/2017

DATE: 4/27/2017

DEPARTMENT HEAD: Clarissa Ramirez

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 7.1292.441.00.350.020.7.XXX Food Summer Program

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 follwing amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
7.1292.441.00.350.020.7.122	Food Summer Program TEMP P/T EMPLOYEES	37,440.00
7.1292.441.00.350.020.7.211	Food Summer Program Health Insurance	0.00
7.1292.441.00.350.020.7.212	Food Summer Program Life Insurance	0.00
7.1292.441.00.350.020.7.220	Food Summer Program FICA	2,864.16
7.1292.441.00.350.020.7.230	Food Summer Progam Retirement	0.00
7.1292.441.00.350.020.7.250	Food Summer Program Unemployment	224.64
7.1292.441.00.350.020.7.260	Food Summer Program Workers Comp.	351.94
7.1292.441.00.350.020.7.581	Food Summer Program In County Travel	1,000.00
7.1292.441.00.350.020.7.610	Food Summer Program General Supplies	33,119.26
7.1292.331.12.350.020.7.XXX	WIC Program Revenue	75,000.00
	TOTAL FUND BALANCE IMPACT	75,000.00

REASON: Appropriate the FY2017 Funds to the Food Summer Grant.

AI-59488 **Planning Department** **20. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval

a. L.C.J. Subdivision- Pct. 4 (Ruben De La Garza Hinojosa, Owner) (Canton Road & Cesar Chavez Road)
No. of Lots: 2 Single Family
Flood Zone: B
Drainage: Yes, reconstruction of Canton Road side ditch
ETJ: Yes, approved by the City of Edinburg.
Water: Yes, provided by North Alamo Water Supply
Sewer: Yes, OSSF
Paved: Yes, Canton Road.

b. Eduardo's No. 17 Subdivision- Pct. 3 (Aniceto Izaguirre, Owner) (Mile 6 North Road & Trosper Road)
No. of Lots: 78 Single Family
Flood Zone: X
Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.
ETJ: Yes, approved by the City of Mission.
Water: Yes, provided by Sharyland Water Supply Corporation
Sewer: Yes, Sanitary Sewer provided by City of Alton
Paved: Yes, Mile 6 North Road and 3 internal streets to be paved

2. Final Approval

a. Vel Ree Subdivision- Pct.4 (Edgar Vela, Owner) (El Rucio Road & U.S. Hwy 281)
No. of Lots: 2 Single Family
Flood Zone: C
Drainage: Yes, reconstruction of El Rucio Road side ditch
ETJ: No, Rural Area

Water: Yes, provided by City of Edinburg
Sewer: Yes, OSSF
Paved: Yes, El Rucio Road.

3. Final Approval With Financial Guarantee
a. Luz & Tomas Subdivision- Pct. 3 (Tomas De Leon, Owner) (Doffing Road & Mile 6 North Road)
No. of Lots: 1 Single Family
Flood Zone: X
Drainage: Yes, reconstruction of Doffing Road side ditch
ETJ: Yes, approved by the City of Mission.
Water: Yes, provided by Agua SUD
Sewer: Yes, Financial Guarantee 1 OSSF
Paved: Yes, Doffing Road.

b. Sol Subdivision- Pct. 1 (Luis Garcia, Owner) (Mile 4 North Road & Mile 2 East Road)
No. of Lots: 12 Single Family
Flood Zone: C
Drainage: Yes, Storm Drainage Pipe System & construction of Drainage Ditch.
ETJ: No, Rural Area
Water: Yes, provided by Military Highway Water Supply
Sewer: Yes, Financial Guarantee 12 OSSF(S)
Paved: Yes, Mile 4 North Road and Mile 2 East Road.

BACKGROUND

Fiscal Impact

Attachments

L.C.J. Subd.
Eduardo's#17;P
Vel Ree
Luz & Tomas
Sol

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/19/2017 04:27 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Flor Castillo		Started On: 04/19/2017 04:02 PM

Final Approval Date: 04/28/2017

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: 5-02-2017

PROPOSED **L.C.J.** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **RIO DELTA ENGINEERING** DEVELOPER: **RUBEN DE LA GARZA HINOJOSA**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **SOUTH SIDE OF CANTON ROAD APPROXIMATELY ¼ MILE WEST OF CESAR CHAVEZ ROAD.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **EDINBURG** *and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **3-27-2017** PROPERTY LIES WITHIN FLOOD ZONE: **" B "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE ACCOMPLISHED WITHIN THE LOW AREAS OF THE PROPOSED LOTS AND RE-GRADING THE EXISTING ROADSIDE DITCH FOR CANTON ROAD.**

ROAD R.O.W. DEDICATION: **NO R.O.W. DEDICATION IS REQUIRED FOR CANTON ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **4-13-2017** By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **4-12-2017** By, Environmental Health Division

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **IVAN GARCIA**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **2.5"** LOCATION: **CANTON ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **4-12-2017** : By **MARTIN RAMIREZ** Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **EDINBURG**.

☐ **Final Approval** *subject to recommendations other departments*

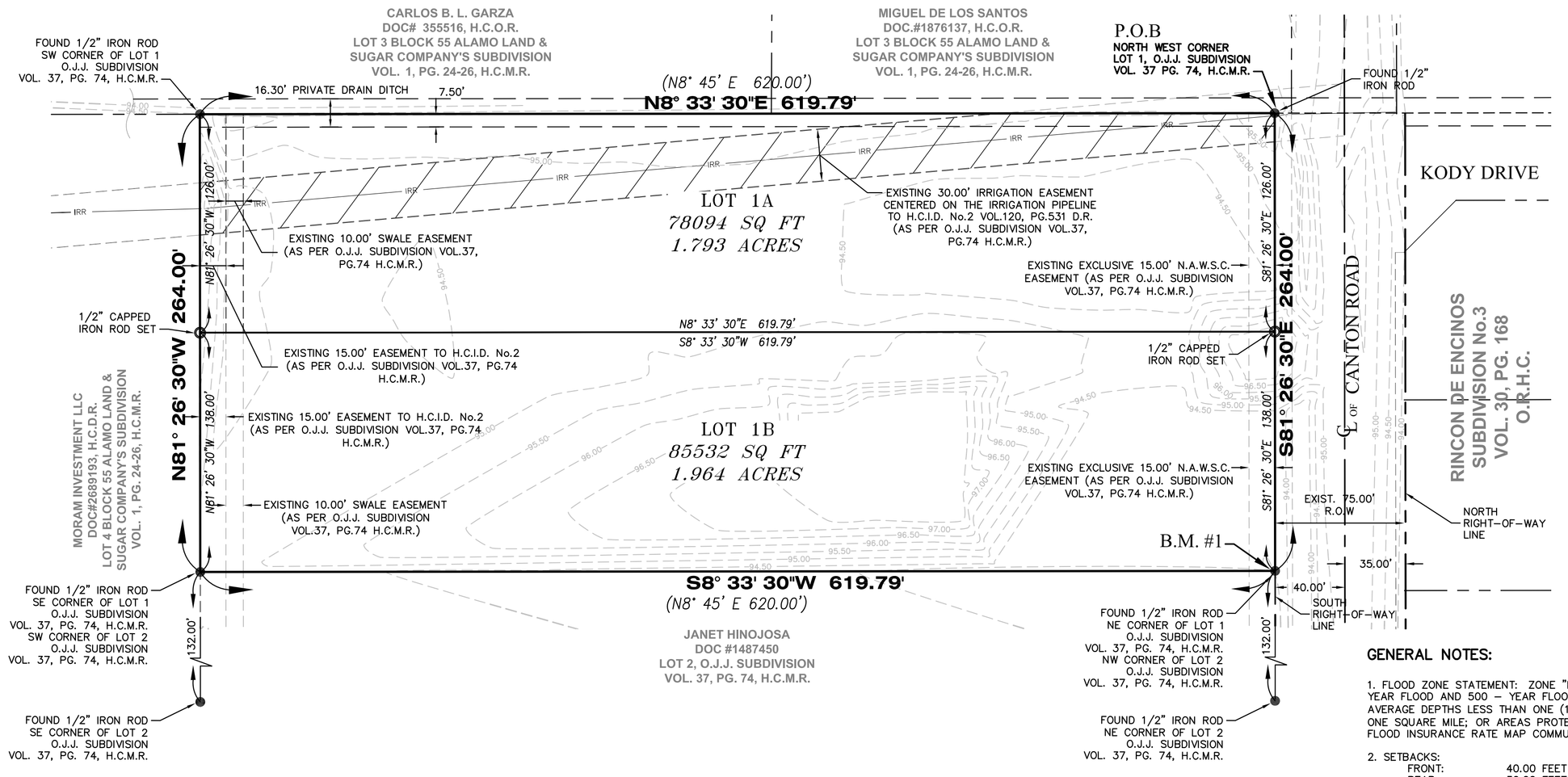
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

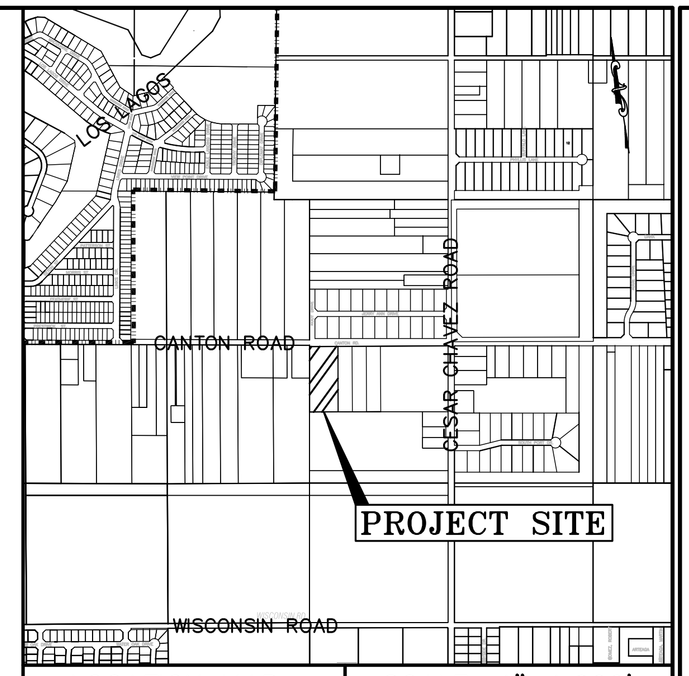
DATE OF PREPARATION: APRIL 2017

L.C.J. SUBDIVISION

BEING A REPLAT OF LOT 1, O.J.J. SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 37, PAGE 74, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



SCALE: 1"=50"
BEARING BASIS
TEXAS STATE PLANE
COORDINATES
(NAD 83)



LOCATION MAP | SCALE: 1"=1,000'

LOCATION OF L.C.J. SUBDIVISION WITH RESPECT TO THE JURISDICTION OF THE EDINBURG MUNICIPALITY:

L.C.J. SUBDIVISION IS LOCATED APPROXIMATELY 1/4 OF MILE WEST OF THE INTERSECTION OF CANTON RD. AND CESAR CHAVEZ RD. ON THE SOUTH RIGHT-OF-WAY OF CANTON RD. THE NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG, L.C.J. SUBDIVISION LIES APPROXIMATELY HALF OF MILE WEST OF CESAR CHAVEZ ROAD FROM THE CITY LIMITS AND IS WITHIN THE CITY OF EDINBURG TWO-MILE EXTRA TERRITORIAL JURISDICTION AS PER LOCAL GOVERNMENT CODE § 42.021, AND THE CITY'S FIVE-MILE ETJ LOCAL GOVERNMENT CODE § 212.001., IN HIDALGO COUNTY PRECINCT 4. THE ESTIMATED POPULATION OF THE CITY OF EDINBURG IS 83,970 (2015 CENSUS) AS PER THE 2015 UNITED STATES CENSUS BUREAU.

LEGEND	
O	– SET 1/2 INCH IRON ROD
●	– FOUND 1/2 INCH IRON ROD
	– FOUND COTTON PICKER SPINDLE
△	– SET COTTON PICKER SPINDLE
"Ω"	– POWER POLE
(XXXX)	– MAP RECORD
XXXX	– NATURAL GROUND
⚓	– BENCHMARK
◯	– CAPPED IRON ROD SET

ABBREVIATION LEGEND	
N.A.W.S.C.	NORTH ALAMO WATER SUPPLY CORPORARTION
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
U.E.	UTILITY EASEMENT
℄	CENTER LINE
℄	LOT LINE

GENERAL NOTES:

1. FLOOD ZONE STATEMENT: ZONE "B" OF THE FLOOD INSURANCE RATE, AREAS BETWEEN LIMITS OF 100 – YEAR FLOOD AND 500 – YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100 – YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD, ACCORDING TO THE FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO.: 480334 0425 C MAP REVISED: NOVEMBER 16, 1982.

2. SETBACKS:
FRONT: 40.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 30.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 10.00 FEET 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. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. ANY OTHER USE SHALL REQUIRE HEALTH, PLANNING AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING POINTS OF REFERENCE, WHICH CONSISTS ON A 1/2 INCH ROD, LOCATED ON THE NORTHEAST CORNER OF O.J.J. SUBDIVISION, ARE IDENTIFIED IN THE FACE OF THE SILVER AND IN THE ENGINEERING PLANS ATTACHED.
–>B.M. NO. 1–, ELEV. 94.20 N.A.D. 83, DESCRIPTIONS: 1/2 INCH IRON ROD FOUND ON THE NORTHEAST CORNER OF LOT 1 OF O.J.J. SUBDIVISION VOLUME 37, PAGE 74 HIDALGO COUNTY MAP RECORDS. GPS POINT, GRID COORDINATES N 16623593.590, E 1107468.3670

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1,374.10 CUBIC–FEET OR 0.032 ACRE–FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLWOS:(SEE SHEET No. 2 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF ITS'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEMS ARE BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEMS SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

12. RUBEN DE LA GARZA HINOJOSA, THE OWNER & SUBDIVIDER OF THIS SUBDIVISION, RETAIN A BLANKET EASEMENT UPON THE LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALLED DRIVEWAY CULVERT, REINFORCED CONCRETE PIPE OF ON LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

14. BLANKET EASEMENT TO CENTRAL POWER & LIGHT CO. AND SOUTHWESTERN BELL TELEPHONE CO. (AS PER O.J.J. SUBDIVISION, VOL.37 PG. 74 H.C.M.R.).

15. THE LOT SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.25 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.1.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, **RUBEN DE LA GARZA HINOJOSA**, AS OWNER OF THE 3.76 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED **L.C.J. SUBDIVISION**, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032

(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 CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
RUBEN DE LA GARZA HINOJOSA DATE:
3809 SYCAMORE DR.
EDINBURG, TEXAS 78542

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **RUBEN DE LA GARZA HINOJOSA**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF _____, 2017.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES ___–___–___

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **L.C.J. SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS ___ DAY OF _____, 2017.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

"I, JESUS SAENZ, CHAIRMAN OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR PLAT KNOWN AS **L.C.J. SUBDIVISION** CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE_____DAY OF_____, 2017. WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

_____
CHAIRMAN OF PLANNING AND ZONING DEPARTMENT

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **L.C.J. SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON THIS ___ DAY OF _____, 2017.

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CERTIFICATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE ___ DAY OF _____, 2017.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

_____ ATTEST _____
PRESIDENT SECRETARY

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

_____
IVAN GARCIA P.E. R.P.L.S. DATE
REG. PROFESSIONAL ENGINEER NO. 115662

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 CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MERCEDES AND HIDALGO COUNTY, TEXAS.

_____
IVAN GARCIA, P.E., R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

PRINCIPAL CONTACTS:

NAME	ADDRESS		PHONE & FAX	
OWNER(S): RUBEN DE LA GARZA HINOJOSA (OWNER)	3809 SYCAMORE DR.	EDINBURG, TX. 78539	(956) 784–1908	
SURVEYOR: IVAN GARCIA P.E., R.P.L.S.	921 S. 10TH AVENUE	EDINBURG, TX. 78539	(956) 380–5152	(956) 380–5083
ENGINEER: IVAN GARCIA P.E., R.P.L.S.	921 S. 10TH AVENUE	EDINBURG, TX. 78539	(956) 380–5152	(956) 380–5083

REVISION NOTES TABLE	
DATE	DESCRIPTION

INDEX TO SHEETS OF L.C.J. SUBDIVISION SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; H.C.I.D. No. 2; CITY CERTIFICATION

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATION.
MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE_1, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS.

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF **IVAN GARCIA, P.E. 115662 ON APRIL 2017** IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

ISSUED FOR:
PRELIMINARY

PROJECT :

PLAT SHEET
L.C.J. SUBDIVISION
EDINBURG, TEXAS
HIDALGO COUNTY

ENGINEER:	IVAN GARCIA P.E. R.P.L.S.
SURVEYOR:	IVAN GARCIA P.E. R.P.L.S.
CHECKED:	IVAN GARCIA P.E. R.P.L.S.
DRAWN:	PETER LERMA / ABRAHAM JAIMES
SCALE:	1"=50'
DATE:	APRIL 2017
PROJECT:	SUB 17 001
REVISIONS:	
PAGE NO.	1-OF-2

DATE OF PREPARATION: APRIL 2017

L.C.J. SUBDIVISION

BEING A REPLAT OF LOT 1, O.J.J. SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 37, PAGE 74, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

SCALE: 1"=40"
BEARING BASIS
TEXAS STATE PLANE
COORDINATES
(NAD 83)

ABBREVIATION LEGEND	
F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
C.P.&L.	CENTRAL POWER & LIGHT CO.
D.R.H.C.	DEED RECORDS OF HIDALGO COUNTY
U.E.	UTILITY EASEMENT
S.W.S.C.	SHARYLAND WATER SUPPLY CORP.
U.E.	UTILITY EASEMENT
O.S.S.F.	ON-SITE SEWAGE FACILITY
B-B	BACK TO BACK
E-E	EDGE TO EDGE
C	CENTER LINE
L	LOT LINE

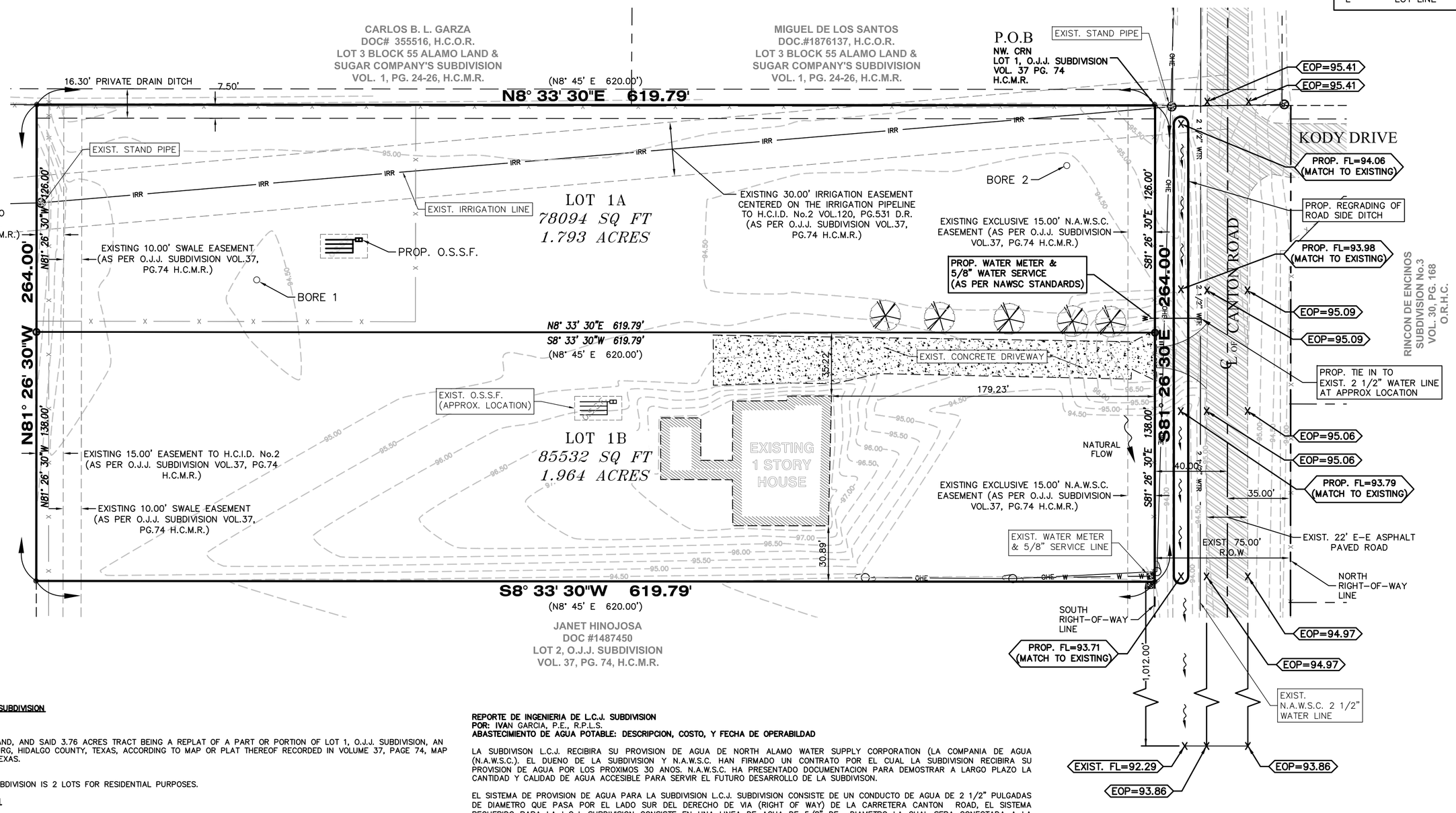
LEGEND	
	-POWER POLE
	-FIRE HYDRANT
O	-SET IRON ROD
O	-IRON ROD FOUND
8"W	-EXIST. 8" WATER LINE
W	-EXIST. WATER SERVICE
X	-EXIST. FENCE LINE

REVISION NOTES TABLE	
DATE	DESCRIPTION

INDEX TO SHEETS OF L.C.J. SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; H.C.D.D. No. 1; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; H.C.I.D. No. 2; CITY CERTIFICATION

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATION. MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE\ REVISION NOTES; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.



DRAINAGE REPORT

L.C.J. SUBDIVISION IS A PROPOSED 2 LOT RESIDENTIAL SUBDIVISION, SAME BEING A REPLAT OF LOT 1, O.J.J. SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 37, PAGE 74, MAP RECORDS OF HIDALGO COUNTY, TEXAS. LOT 1A IS VACANT AND WILL BE USED FOR A SINGLE-FAMILY HOUSE, AND LOT 1B IS ALREADY OCCUPIED BY A SINGLE-FAMILY HOUSE.

THE SUBDIVISION IS IN ZONE "B" OF THE FLOOD INSURANCE RATE, AREAS BETWEEN LIMITS OF 100 – YEAR FLOOD AND 500 – YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100 – YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD, ACCORDING TO THE FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO.: 480334 0425 C MAP REVISED: NOVEMBER 16, 1982.

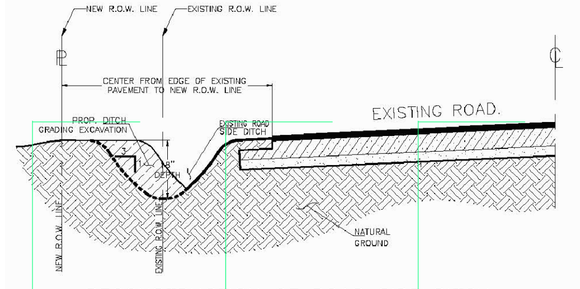
ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF 100% OF HIDALGO SANDY CLAY LOAM, WITH 0 TO 1 % SLOPES. THESE SOIL IS CONSIDERED WELL-DRAINED IN WHICH SURFACE RUNOFF IS NEGLIGIBLE, PERMEABILITY IS MODERATELY HIGH TO HIGH, AND THE WATER CAPACITY IS MODERATE. PLEASE SEE THE ATTACHED TABLES FOR THE ENGINEERING, PHYSICAL AND CHEMICAL PROPERTIES OF THESE SOILS.

EXISTING RUNOFF SHEET FLOWS OVERLAND IN A NORTHEASTERLY DIRECTION VIA ROADSIDE DITCH ALONG THE SOUTH RIGHT OF WAY OF CANTON ROAD, AND THEN NORTHERLY ALSO VIA ROADSIDE DITCH ALONG THE WEST RIGHT OF WAY OF SOUTH CESAR CHAVEZ ROAD, TO THE EDINBURG STUB A PART OF THE HIDALGO COUNTY DRAINAGE SYSTEM, THAT CONVEYS TO THE SOUTH MAIN DRAIN 1 WITH FINAL OUTFALL AT THE LAGUNA MADRE. USING THE RATIONAL METHOD, WE HAVE DETERMINED THAT A 10-YR RAINFALL EVENT WILL GENERATE APPROXIMATELY 3.76 CFS OF STORM RUNOFF. WE HAVE ALSO USED THE RATIONAL METHOD TO DETERMINE THAT THE IMPROVED SITE WILL GENERATE AN ESTIMATED 4.73 CFS OF RUNOFF 10-YR RAINFALL EVENTS RESPECTIVELY AND WILL GENERATE AN ESTIMATED 5.47 CFS OF RUNOFF 25-YR RAINFALL EVENTS RESPECTIVELY.

IN ACCORDANCE WITH THE CITY OF EDINBURG'S DRAINAGE REQUIREMENTS, WE HAVE CALCULATED THAT APPROXIMATELY A TOTAL OF 2,822 CF OR 0.065 AC-FT, WILL NEED TO BE DETAINED ONSITE FOR THE COMPLETE DEVELOPMENT OF THE SUBDIVISION FOR A 10-YR STORM, WHICH YIELDS AN AVERAGE DETENTION PER LOT OF 1,474 CF AND 1,346 CF FOR LOTS 1A AND 1B RESPECTIVELY. STORM WATER WILL BE DETAINED IN THE GREEN AREAS OF THE PROPOSED LOT AND BY RE-GRADING AND EXCAVATING THE EXISTING ROADSIDE DITCH ALONG THE FRONTAGE OF THE PROPERTY, WITH OVERFLOW IN A NORTHEASTERLY DIRECTION VIA ROADSIDE DITCH ALONG THE SOUTH RIGHT OF WAY OF CANTON ROAD, AND THEN NORTHERLY ALSO VIA ROADSIDE DITCH ALONG THE WEST RIGHT OF WAY OF SOUTH CESAR CHAVEZ ROAD, TO THE SOUTH MAIN DRAIN 1, A PART OF THE HIDALGO COUNTY DRAINAGE SYSTEM, THAT CONVEYS TO THE WESLACO NORTH LATERAL WITH FINAL OUTFALL AT THE LAGUNA MADRE. TABLES, AND CALCULATIONS, ARE ATTACHED.

IVAN GARCIA, P.E., R.P.L.S. — DATE

STATE OF TEXAS
IVAN GARCIA
115662
LICENSED PROFESSIONAL ENGINEER



RECONSTRUCTION OF ROAD SIDE DITCH
N.T.S

ENGINEERING REPORT FOR L.C.J. SUBDIVISION
BY IVAN GARCIA, P.E., R.P.L.S.

LEGAL DESCRIPTION
BEING A 3.76 ACRE TRACT OF LAND, AND SAID 3.76 ACRES TRACT BEING A REPLAT OF A PART OR PORTION OF LOT 1, O.J.J. SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 37, PAGE 74, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

PROPOSED USE
THE PROPOSED USE FOR THIS SUBDIVISION IS 2 LOTS FOR RESIDENTIAL PURPOSES.

WATER SUPPLY AND DISTRIBUTION

THIS SUBDIVISION WILL BE PROVIDED WATER SERVICE BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT WHEREBY N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG-TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 2 1/2" DIAMETER WATER LINE RUNNING ALONG THE SOUTH SIDE OF CANTON ROAD RIGHT-OF-WAY. THE WATER SYSTEM FOR L.C.J. SUBDIVISION CONSISTS OF A 5/8" DIAMETER SERVICE LINE THAT CONNECTS INTO THE EXISTING 2 1/2" LINE FOR LOT 1A, LOT 1B HAS AN EXISTING WATER METER AND 5/8" SERVICE LINE GIVING SERVICE TO THE EXISTING HOUSE.

WATER DISTRIBUTION FOR THE L.C.J. SUBDIVISION CONSISTS OF ONE 5/8" DIAMETER SERVICE LINE TO. SAID SERVICES TERMINATE AT THE WATER METER BOX FOR THE LOT. THE 5/8" SINGLE SERVICE, AND THE METER BOX HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $_____ OR $_____ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $_____ WHICH COVERS THE $_____ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OF OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT.

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES

SEWAGE FROM L.C.J. SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD IN LOT 1A. THE SITE EVALUATOR _____ REGISTRATION #_____ HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEATH DEPARTMENT. THE LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD. LOT 1B HAS AN EXISTING ON-SITE SEWAGE FACILITY ("OSSF") GIVING SERVICE TO THE EXISTING HOUSE.

SOIL EVALUATION REPORT:
DRAINAGE REPORT

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $_____ INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $_____ THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON _____.

ENGINEER CERTIFICATIONS:

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 FOLLOW:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $_____ WHICH EQUALS TO $_____ PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $_____ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $_____ FOR THE ENTIRE SUBDIVISION.

_____ _____
IVAN GARCIA, P.E., R.P.L.S. DATE

STATE OF TEXAS
IVAN GARCIA
115662
LICENSED PROFESSIONAL ENGINEER

REPORTE DE INGENIERIA DE L.C.J. SUBDIVISION
POR: IVAN GARCIA, P.E., R.P.L.S.
ABASTECIMIENTO DE AGUA POTABLE: DESCRIPCION, COSTO, Y FECHA DE OPERABILIDAD

LA SUBDIVISON L.C.J. RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPANIA DE AGUA (N.A.W.S.C.). EL DUENO DE LA SUBDIVISION Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISON.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION L.C.J. SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA DE 2 1/2" PULGADAS DE DIAMETRO QUE PASA POR EL LADO SUR DEL DERECHO DE VIA (RIGHT OF WAY) DE LA CARRETERA CANTON ROAD, EL SISTEMA REQUERIDO PARA LA L.C.J. SUBDIVISION CONSISTE EN UNA LINEA DE AGUA DE 5/8" DE DIAMETRO LA CUAL SERA CONECTADA A LA LINEA DE 2 1/2" DE DIAMETRO PARA LOT 1A, LOT 1B CONSISTE DE UNA LINEA DE AGUA DE 5/8" DE DIAMETRO LA CUAL ESTA CONECTADA ALA LINEA DE 2 1/2" DE DIAMETRO DANDOLE SERVICIO A LA CASA EXISTENTE.

DEL CONDUCTO DE AGUA DE 2 1/2" PULGADAS SE PRODUCE UNA LINEA DE AGUA DE 5/8" DE DIAMETRO PARA EL LOTE. Y TERMINA EN EL MEDIDOR MECANO DE AGUA, CONDUCTO INDIVIDUAL DE AGUA DE 5/8" DE DIAMETRO PARA EL LOTE, Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $_____ O $_____ POR EL LOTE. EL DUENO DE LA SUBDIVISION TAMBIEN LA HA PAGADO A LA COMPANIA N.A.W.S.C. $_____ QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE $_____ ESTE PRECIO INCLUYE EL MEDIDOR DE AGUA, LA COMPANIA N.A.W.S.C. LO INSTALARA SIN ALGUN GASTO AL DUENO.

DRENAJE; DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION

SE INSTALARA UNA FOSA SEPTICA EN EL SOLAR DE LOS L.C.J. SUBDIVISION ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL LOT 1A. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE INCONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SEPTICAS (OSSF). EL REPORTE FUE APRABADO POR EL DEPARAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE. LOT 1B CONSISTE DE UNA FOSA SEPTICA DE UN TANQUE SEPTICO DE MODELO DUAL DANDOLE SERVICIO A LA CASA EXISTENTE.

EL LOTE EN LA SUBDIVISION MIDE MINIMO MEDIO ACRE. SE HICIERON QUATRO EXCAVAIONES DE EVALUACION EN LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES UNIFORME (MEZCLA DE CIENO BARRO Y MARGA) Y SE EXTIENDE MAS 40 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS,. NO EXISTE EVIDENCIA DE AGUA 40 PULGADAS MAS ARRIBA DE LO MAS ABAJO DE LAS EXCAVASIONES PROPUESTAS EL AGUA EN ESTA AREA CORE BIEN Y EL PLANICIE DE INUNDACION ("FLOODPLAIN") DE 100 ANOS SE CONTIENE ENTRE LA CALLE Y EL DERECHO DISTINTO DE DRENAJE ("DRAINAGE EASEMENT") DE LA PROPIEDAD.

DE ACUERDO CON EL INFORME DE LA ENCUESTA DE SUELOS, PREPARADO PARA EL CONDADO DE HIDALGO POR LA U.S.D.A. (SERVICIO DE CONSERVACION DE SUELOS), EL SITIO CONSTA DE 100% DE MEZCLA DE CIENO BARRO Y MARGA, CON 0 A 1% DE PENDIENTE. ESTOS SUELOS SE CONSIDERAN BIEN DRENADOS EN LOS QUE LA ESCORRENTIA SUPERFICIAL ES DESPRECIABLE, LA PERMEABILIDAD, ES MODERADAMENTE ALTA-ALTA Y LA CAPACIDAD DE AGUA ES MODERADA.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $_____ DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACION FINAL. A UN COSTO TOTAL DE $_____ EL DEPARTMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODO LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE (09-19-14).

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVCIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNADO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SITEMAS DE AGUA Y DE DRENAJE SON.

AGUA; EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $_____ O $_____ POR LOTE.

DRENAJE; SE ESTIMA QUE LA FOSA SEPTICA COSTARA $_____ A UN COSTO TOTAL DE $_____ TODA LA SUBDIVISION.

I, IVAN GARCIA, HEREBY ACKNOWLEDGE THAT THE ABOVE TRANSLATION FROM ENGLISH TO SPANISH, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____ _____
IVAN GARCIA, P.E., R.P.L.S. DATE

STATE OF TEXAS
IVAN GARCIA
115662
LICENSED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

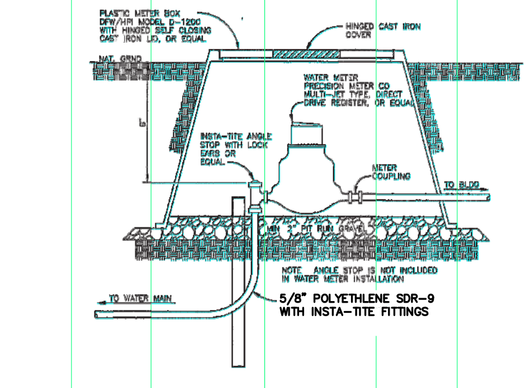
1.– I **RUBEN DE LA GARZA HINOJOSA**, SUBDIVIDER OF **L.C.J. SUBDIVISION** HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
RUBEN DE LA GARZA HINOJOSA
OWNER

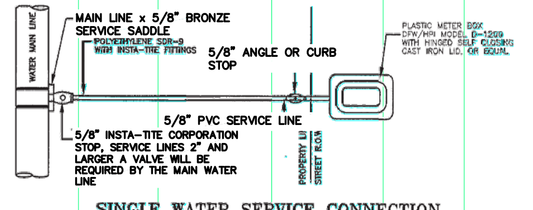
STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) 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
MY COMSTUART EXPIRES_____



TYPICAL WATER METER INSTALLATION
N.T.S.



SINGLE WATER SERVICE CONNECTION
N.T.S.

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF **IVAN GARCIA, P.E. 115662 ON APRIL 2017** IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

ISSUED FOR:
PRELIMINARY

PROJECT:
UTILITY & DRAINAGE LAYOUT
L.C.J. SUBDIVISION
EDINBURG, TEXAS
HIDALGO COUNTY

ENGINEER:	IVAN GARCIA P.E., R.P.L.S.
SURVEYOR:	IVAN GARCIA P.E., R.P.L.S.
CHECKED:	IVAN GARCIA P.E., R.P.L.S.
DRAWN:	PETER LERMA / ABRAHAM JAIMES
SCALE:	1"=40'
DATE:	APRIL 2017
PROJECT:	SUB 17 001
REVISIONS:	
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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: 5-02-2017

PROPOSED **EDUARDO'S NO. 17** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **IZAGUIRRE ENGINEERING GROUP** DEVELOPER: **IZAGUIRRE REAL ESTATES**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **78** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **NORTHSIDE OF MILE 6 NORTH ROAD APPROXIMATELY ¼ MILE WEST OF TROSPER 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 **1-19-2017** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **WILL BE PROVIDED BY STORM DRAINAGE SYSTEM AND DETENTION WILL BE PROVIDED BY WIDENING THE EXISTING DITCH.**

ROAD R.O.W. DEDICATION: **30 FEET ADDITIONAL ON MILE 6 NORTH ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **1-26-2017** By, **VICTOR GALLARDO, PCT. 3** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **2-21-2017** BY, ENVIRONMENTAL HEALTH DIVISION

SEWER SYSTEM: ☒SANITARY SEWER BY: **ALTON** LINE SIZE: **10"** LOCATION: **TROSPER ROAD.**

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **12"** LOCATION: **MILE 6 NORTH ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **2-17-2017** : By **MARTIN RAMIREZ** Environmental Compliance Coordinator

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

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.*

PLAT OF
EDUARDOS SUBDIVISION No. 17

A 20.937 ACRE TRACT OF LAND BEING THE EAST 20.00 ACRES OF LOT 45–3, AND THE 0.937 ACRE TRACT OUT OF LOT 46–3, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1383465, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

METES AND BOUNDS

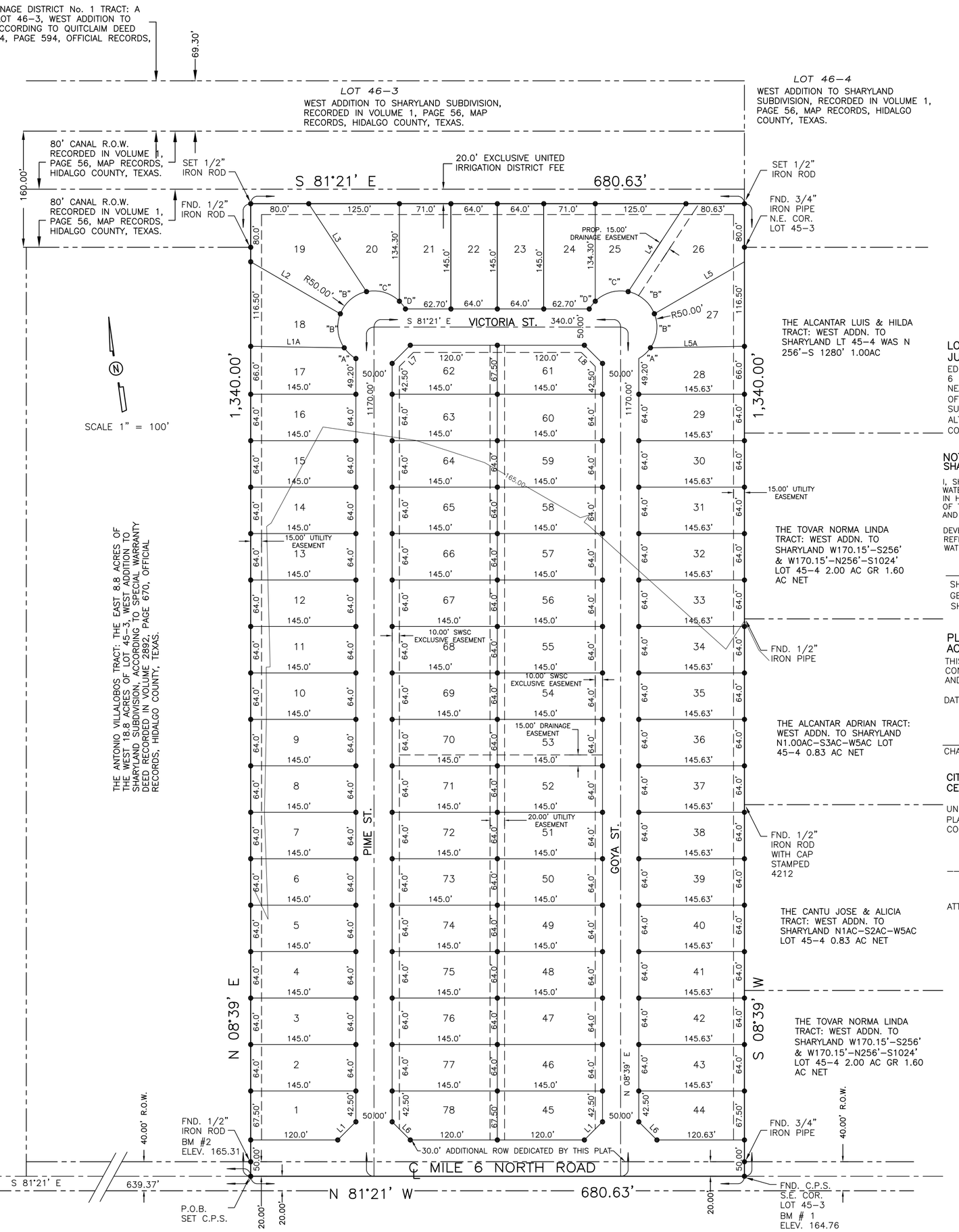
A 20.937 ACRE TRACT OF LAND BEING THE EAST 20.00 ACRES OF LOT 45–3, AND THE 0.937 ACRE TRACT OUT OF LOT 46–3, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1383465, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS; SAID 20.0 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT, THE WEST LINE OF SAID LOT, THE CENTERLINE OF LOS EBANOS ROAD AND MILE 6 NORTH ROAD INTERSECTION S 81° 21' E, 639.37 FEET TO THE SOUTHWEST CORNER HEREOF AND PLACE OF BEGINNING;
THENCE WITH THE EAST LINE OF THE ANTONIO VILLALOBOS TRACT (THE EAST 8.8 ACRES OF THE WEST 18.8 ACRES OF LOT 45–3, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED RECORDED IN VOLUME 2892, PAGE 670, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), NORTH 08°39' E, AT 20.00 FEET FOUND A ONE–HALF (1/2) INCH DIAMETER IRON ROD AT THE NORTH RIGHT OF WAY OF MILE 6 NORTH ROAD, AT 1340.00 FEET IN ALL TO A ONE–HALF (1/2) INCH DIAMETER IRON ROD SET FOR THE NORTHWEST CORNER HEREOF;
THENCE WITH THE NORTH LINE OF A 80 FOOT CANAL RIGHT OF WAY RECORDED IN VOLUME 1 PAGE 56 MAP RECORDS OF SAID COUNTY, S 81° 21' E, 680.63 FEET TO A 1/2" INCH DIAMETER IRON ROD SET FOR THE NORTHEAST CORNER HEREOF;
THENCE WITH THE EAST LINE OF LOT 45–3, WEST ADDITION TO SHARYLAND SUBDIVISION, S 08° 39' W 1320.00 FEET TO A 3/4 INCH DIAMETER IRON PIPE FOUND ON THE NORTH ROW OF MILE 6 NORTH ROAD, AT 1340.00 FEET IN ALL TO A C.P.S. FOUND FOR THE SOUTHEAST OF LOT 45–3, AND A CORNER HEREOF, THENCE ALONG WITH THE SOUTH LINE OF SAID LOT, AND THE CENTERLINE OF MILE 6 NORTH ROAD N–81°21'W, 680.63 FEET TO THE PLACE OF BEGINNING, CONTAINING TWENTY (20.937) ACRES, MORE OR LESS.

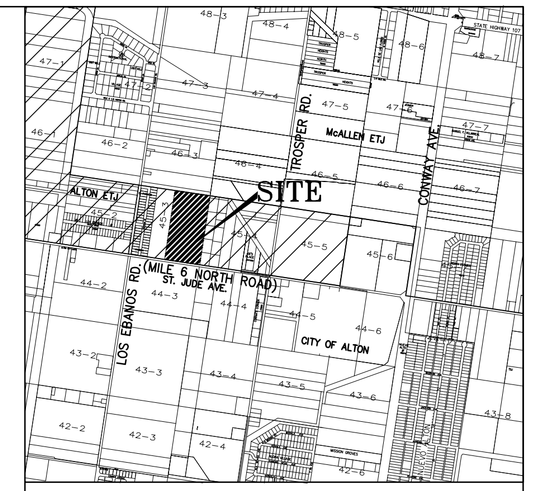
CURVE DATA TABLE			
CURVE	DELTA	RADIUS	LENGTH
"A"	25°14'59"	50.00'	22.03'
"B"	56°23'33"	50.00'	49.21'
"C"	56°23'32"	50.00'	49.22'
"D"	15°34'23"	50.00'	13.59'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 53°39'00" W	35.36'
L1A	S 80°27'40" E	128.93'
L2	N 51°15'57" W	142.76'
L3	N 24°40'53" W	144.93'
L4	N 41°58'53" E	144.93'
L5	N 68°41'31" E	143.30'
L5A	N 82°14'04" W	129.56'
L6	N 36°21'00" W	35.36'
L7	N 53°39'00" E	35.36'
L8	S 51°01'37" W	35.36'

LOT No.	AREA (S.F.)	AREA (AC)
1	9475.00	0.217
2–16	9280.00	0.213
17	9272.24	0.213
18	10026.42	0.230
19	14213.66	0.326
20	10424.82	0.239
21	10246.39	0.235
22–23	9280.00	0.213
24	10246.39	0.235
25	10424.82	0.239
26	14286.60	0.328
27	10077.91	0.231
28	9313.19	0.214
29–43	9320.32	0.214
44	9517.52	0.218
45	9475.00	0.217
46–60	9280.00	0.213
61–62	9475.00	0.217
63–77	9280.00	0.213
78	9475.00	0.217

THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 TRACT: A 2.1 ACRE TRACT OUT OF LOT 46–3, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO QUITCLAIM DEED RECORDED IN VOLUME 2974, PAGE 594, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.





SCALE= 1":2000'

LOCATION MAP

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

EDUARDO'S SUBDIVISION No.17 IS LOCATED IN WEST HIDALGO COUNTY, NORTH SIDE OF 6 MILE LANE APPROXIMATELY 600.0 FEET EAST OF LOS EBANOS ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALTON ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 14,065), EDUARDO'S SUBDIVISION No.17 LIES NEXT TO THE CITY LIMITS AND IT IS WITHIN THE CITY OF ALTON'S FIVE–MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PCT. NO. 3.

NOTE:
SHARYLAND WATER SUPPLY CORPORATION

I, SHERILYN DAHLBERG, HEREBY CERTIFY THAT SHARYLAND WATER SUPPLY CORPORTATION HAS WATER INFRASTRUCTURE FOR THE EDUARDO'S SUBDIVISION No 17 LOCATED AT ALTON ETJ'S IN HIDALGO COUNTY, TEXAS, SUBJECT TO THE POTABLE WATER SYSTEM MEETING THE APPROVAL OF OF THE DESIGN ENGINEER AND ALL APPLICABLE RULES AND REGULATIONS OF SHARYLAND WATER SUPPLY AND LOCAL, STATE, AND FEDERAL AGENCIES.

DEVELOPER AND DESIGN ENGINEER SHALL BEAR FULL RESPONSIBILITY TO ENSURE THAT THE ABOVE REFERENCED POTABLE WATER INFRASTRUCTURE IS CONSTRUCTED WITHIN THE DESIGNATED SHARYLAND WATER SUPPLY CORPORATION EASEMENT.

SHERILYN DAHLBERG
GENERAL MANAGER
SHARYLAND WATER SUPPLY CORPORATION

DATE

PLANNING & ZONING COMMISSION ACKNOWLEDGMENT

THIS PLAT OF EDUARDO'S SUBDIVISION No. 17 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20___.

CHAIRMAN

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. 17 WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF CITY OF MISSION — DATE

ATTEST: CITY SECRETARY — DATE

INDEX OF SHEETS

SHEET 1.– HEADING; INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; SWSC CERTIFICATION, P&Z CITY CERTIFICATION; REVISION NOTES.

SHEET 2.– WATER DISTRIBUTION MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT.

SHEET 3.– DETAIL SHEET

SHEET 4.– SEWER DISTRIBUTION SHEET

SHEET 5.– SEWER OFF–SITE DISTRIBUTION SHEET

SHEET 6.– PAVING DISTRIBUTION AND DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION; VALLEY GUTTER SECTION.

SHEET NO. 1 OF 6 SHEETS	FILENAME : K:\PROJECT\SUBDIVISIONS\EDUARDO'S No.17\EDUARDOS 17–PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	DEC 29, 2016	M.G.	D. L. L.	G.A.G.
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	APRIL 3, 2017			

NO.	SHEET	REVISION	DATE	APPROVED

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, ANICETO IZAGUIRRE, OWNER OF THE 20.937 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EDUARDO'S SUBDIVISION No.17, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(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.

IZAGUIRRE REAL ESTATE HOLDINGS
ANICETO IZAGUIRRE
500 SOLAR DR.
MISSION, TEXAS 78574

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared ANICETO IZAGUIRRE proved to me through her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2017.

DAISY BONILLA
MY COMMISSION EXPIRES
August 02, 2017

NOTARY PUBLIC– STATE OF TEXAS

THIS PLAT IS HEREBY APPROVED BY UNITED DISTRICT ON THIS THE _____ DAY OF _____, 2017.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON UNITED IRRIGATION DISTRICT RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE WHETHER SHOWN OR NOT.

ATTEST: _____ PRESIDENT _____ SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the EDUARDO'S SUBDIVISION No. 17 was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date

ATTEST: Hidalgo County Clerk — date

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

RAUL SESIN P.E., C.F.M.
GENERAL MANAGER

Date

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE EDUARDO'S SUBDIVISION No.17, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____

STATE OF TEXAS · REGISTERED · ALFONSO QUINTANILLA · 4856 · PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · REGISTERED · GILBERTO A. GRACIA · 62477 · PROFESSIONAL ENGINEER

GILBERTO A. GRACIA
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA.
MISSION, TEXAS 78574

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD–PLAIN COMMUNITY–PANEL NUMBER 480334 0295 D. MAP REVISED: JUNE 6, 2000.

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 1 – 78.

3.– MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4.– LEGEND –● DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

5.– LOTS 1, 44, 45, AND 78 SHALL HAVE NOT ACCESS TO MILE 6 NORTH ROAD.

6.– MINIMUM BUILDING SETBACK LINES:
FRONT.....25.00'
FRONT GARAGE.....18.00'
REAR.....15.00'
SIDE.....6.00'
SIDE CORNER.....10.0'/20.0' WHERE ROW IS GRATER THAN 50.0 FEET. OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES

7.– DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 42.622 CUBIC FEET (0.89 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.4.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. B.M. 1 ELEV. 164.76 AT A C.P.S. FOUND ON THE SOUTHEAST CORNER OF THIS DEVELOPMENT N.A.V.D. 88 DATUM.
B.M. 2 ELEV. 165.31 AT A IRON ROD FOUND AT THE INTERSECTION OF EXISTING NORTH ROW LINE AND THE WEST PROPERTY LINE OF THIS DEVELOPMENT. N.A.V.D. 88 DATUM.

10.– 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.

11.– ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT ITS EXPRESS WRITTEN APPROVAL.

12.– NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM UNITED IRRIGATION DISTRICT.

13.– NO PERMANENT STRUCTURE, UTILITY POLE, HOLE, WALL, FENCE, DRIVEWAY OR ROAD WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY UNITED IRRIGATION DISTRICT. ANY UNAUTHORIZED STRUCTURE WITHIN THE EASEMENT BOUNDARY IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE..

14.– NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM UNITED IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE..

15.– AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO RESIDENTIAL HOMES PRIOR TO RECEIVING A FINAL CLEARANCE FOR WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

16. THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 3/4" METER.

17. 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.

18.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	ANICETO IZAGUIRRE	7413 N. LA HOMA	MISSION, TEXAS 78574	(956)240–3246	(956)585–0554
ENGINEER:	GILBERTO A. GRACIA	7413 N. LA HOMA	MISSION, TEXAS 78574	(956)584–0554	(956)584–0554
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TEXAS 78539	(956)381–6480	(956)381–0527

IZAGUIRRE ENGINEERING GROUP, LLC.

7413 N. LA HOMA
MISSION TX, 78574

CONSULTING ENGINEERS
F–10214

TEL. (956) 584–0554
FAX. (956) 584–0554

ALL WATERLINE CONSTRUCTION SHALL REFERENCE SHARYLAND WATER SUPPLY COMPANY CONSTRUCTION STANDARDS. CONTRACTOR SHALL REFERENCE SHARYLAND WATER SUPPLY COMPANY STANDARD DETAILS WHENEVER CONFLICTS ARISE.

EDUARDOS SUBDIVISION No. 17
MAP OF WATER DISTRIBUTION

A 20.937 ACRE TRACT OF LAND BEING THE EAST 20.00 ACRES OF LOT 45–3, AND THE 0.937 ACRE TRACT OUT OF LOT 46–3, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1383465, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

N

SCALE 1" = 60'

FINAL ENGINEERING REPORT FOR EDUARDO'S SUBDIVISION No. 17:
BY GILBERTO A. GRACIA

WATER SUPPLY: Description and Costs.

WATER SUPPLY:
EDUARDO'S SUBDIVISION No. 17 WILL BE PROVIDED WITH POTABLE WATER BY THE WATER COMPANY OF SHARYLAND WATER SUPPLY COMPANY (S.W.S.C.).P THE SUBDIVIDER AND COMPANY S.W.S.C. SIGNED A CONTRACT BY WHICH,THE SUBDIVISION WILL RECEIVE SUFFICIENT WATER PROVISION FOR AT LEAST 30 YEARS AND S.W.S.C. HAS PROVIDED SUFFICIENT DOCUMENTATION TO ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

S.W.S.C. HAS AN EXISTING 8" DIAMETER LINE RUNNING ALONG THE SOUTH SIDE OF MILE 6 NORTH RD.

THE WATER SYSTEM FOR EDUARDO'S SUBDIVISION No. 17 CONSISTS OF A 8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING LINE OF 8" DIAMETER THAT RUNS ALONG THE SOUTH SIDE OF MILE 6 NORTH ROAD. THE PROPOSED 8" DIAMETER LINE RUNS TOWARDS THE NORTH APPROXIMATELY 1165 FEET ON THE EAST SIDE OF PIME STREET THEN TURNS TOWARDS THE EAST FOR APPROXIMATELY 235 FEET ALONG THE SOUTH SIDE OF VICTORIA STREET AND FINALLY TURNS SOUTH FOR APPROXIMATELY 1165 FEET ALONG THE WEST SIDE OF GOYA STREET CONNECTING AGAIN WITH THE EXISTING 8" WATERLINE ON THE SOUTH SIDE OF MILE 6 NORTH ROAD.

FROM THE 8" DIAMETER WATER LINE, THIRTY–NINE (39) DOUBLE SERVICES OF 1" OF DIAMETER ARE COMING OUT OF THIS LINE. SAID SERVICES TERMINATE AT THE WATER METERS OF EACH LOT. THE 8" DIAMETER LINE, THE DOUBLE SERVICES LINES, AND THE WATER METER BOXES WILL BE INSTALLED AT A TOTAL COST OF $80,974.00 OR $1,038.13 PER LOT. IN ADDITION THE SUBDIVIDER WILL PAY S.W.S.C. THE AMOUNT OF $83,433.48 WHICH COVERS THE $1,069.66 COST PER LOT STATED IN THE 30 YR WATER SERVICE AGREEMENT. WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUICITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS 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 THAT LOT. THE SUBDIVIDER HAS INSTALLED 4 FIRE HYDRANTS AT A UNIT COST OF $1,500.00 FOR A TOTAL COST OF $6,000.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY S.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SANITARY SEWAGE DESCRIPTION AND EXPENSES:

EDUARDO'S SUBDIVISION No. 17 SUBDIVISION WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF ALTON. THE SUBDIVIDER AND CITY OF ALTON HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF ALTON HAS PROMISED TO TREATE THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND CITY OF ALTON HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

CITY OF ALTON HAS AN EXISTING 8" DIAMETER SEWER LINE RUNNING ALONG THE EAST SIDE OF THE RIGHT–OF–WAY OF TROSPER ROAD.

THE SANITARY SEWAGE SYSTEM OF EDUARDO' S SUBDIVISION No. 17 CONSISTS OF A PROPOSED 12" DIAMETER SEWER LINE THAT TAPS INTO THE EXISTING LINE OF XX" DIAMETER THAT RUNS WITHIN THE TROSPER RD ROW. THE PROPOSED 12" DIAMETER LINE RUNS TOWARDS THE WEST ON THE NORTH SIDE OF MILE 6 ROAD APPROXIMATELY 1535 FEET, THEN THE PROPOSED 12" DIAMETER LINE RUNS TOWARDS THE NORTH APPROXIMATELY 1115 FEET ALONG THE EAST SIDE OF GOYA STREET, AND FINALLY THE PROPOSED 12" DIAMETER LINE RUNS TOWARDS THE EAST APPROXIMATELY 400 FEET ALONG THE NORTH SIDE OF VICTORIA STREET ENDING AT FRONT OF LOT 18. ANOTHER PROPOSED 10" DIAMETER LINE CONNECTS WITH THE PROPOSED 12" DIAMETER LINE AT SOUTHWEST SIDE OF LOT 42 THEN RUNS TOWARDS THE WEST APPROXIMATELY 380 FEET ON THE NORTH SIDE OF MILE 6 NORTH ROAD, THEN TURNS TOWARDS THE NORTH APPROXIMATELY 1036 FEET ENDING AT FRONT OF LOT 16.

SANITARY SERVICES TERMINATE AT THE SEWER METERS OF EACH LOT FOR A TOTAL OF EIGHTEEN (78) SANITARY SEWER SERVICES.

THE 12" LINE, THE 10" LINE, THE 4" SERVICE LINE AND TWELVE (12) SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $93,398.00 OR $1,197.41 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID CITY OF ALTON THE SUM OF $39,216.84 WHICH COVERS THE $502.78 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF ALTON. THE ENTIRE WASTEWATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY CITY OF ALTON AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $164,407.48 WHICH EQUALS TO $2,107.78 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $132,614.84 WHICH EQUALS TO $1,700.19 PER LOT.

STATE OF TEXAS · GILBERTO A. GRACIA · 62477 · REGISTERED PROFESSIONAL ENGINEER

GILBERTO A. GRACIA–P.E. No. 62477

This seal appearing on this document was authorized by Gilberto A. Gracia, P.E. No. 62477 on the above designated date.

EDUARDO'S SUBDIVISIÓN No. 17.
POR: GILBERTO A. GRACIA

PROVISIÓN DE AGUA: DESCRIPCIÓN, Y GASTOS.

EDUARDO'S SUBDIVISIÓN No. 17 SERÁ PROVISTA DE AGUA POTABLE POR LA COMPAÑÍA DE SHARYLAND WATER SUPPLY COMPANY (S.W.S.C.). EL SUBDIVIDOR Y LA COMPAÑÍA DE AGUA, S.W.S.C FIRMARON UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ PROVISIÓN DE AGUA SUFICIENTE POR LOS PRÓXIMOS 30 AÑOS Y AGUA SUD PRESENTO SUFICIENTE DOCUMENTACIÓN PARA ESTABLECER A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ABASTECIDA PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

S.W.S.C TIENE UNA LÍNEA DE 8" DE DIÁMETRO EXISTENTE, CORRIENDO POR EL LADO SUR DE LA CALLE MILE 6 RD.

EL SISTEMA EXISTENTE DE AGUA PARA EDUARDO'S No. 17 CONSISTE DE UNA LÍNEA DE AGUA DE 8" DE DIÁMETRO QUE SE CONECTA CON LA LÍNEA EXISTENTE DE 8" DE DIÁMETRO QUE CORRE EN EL LADO SUR DE LA CALLD MILE 6 ROAD, LA LÍNEA PROPUESTA DE 8" DE DIÁMETRO CORRE HACIA EL NORTE APROXIMADAMENTE 1165 PIES POR EL LADO ESTE DE LA CALLE PIME ST DESPUES LA LINEA PROPUESTA VOLTEA HACIA EL ESTE Y CORRE POR EL LADO SUR DE LA CALLE VICTORIA APROXIMADAMENTE 235 PIES, POR ULTIMO LA LINEA PROPUESTA DE 8" DE DIAMETRO DA VUELTA HACIA EL SUR Y CORRE POR EL LADO OESTE DE LA CALLE GOYA UNA DISTANCIA APROXIMADA DE 1165 PIES Y CONECTA NUEVAMENTE CON LA LINEA EXISTENTE DE 8" DE DIAMETRO EN EL SUR DE LA CALLE MILE 6 ROAD.

DE LA LÍNEA DE 8" DE DIÁMETRO SE DESPRENDEN TREINTA Y NUEVE (39) SERVICIOS DOBLES DE 1" DE DIÁMETRO, QUE VAN HACIA LOS MEDIDORES DE CADA LOTE. LA LÍNEA DE 8" DE DIÁMETRO, LAS LÍNEAS DE SERVICIOS DOBLES DE 1", Y LAS CAJAS DE LOS MEDIDORES SE INSTALARAN A UN COSTO TOTAL DE US $80,974.00 DE LOS CUALES SE CUBRIÓ US $1,038.13 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN PAGO ADICIONALMENTE A AGUA SUD LA CANTIDAD DE $83,433.48 O $ 1,069.66 POR LOTE DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE QUE CUBRE EL MEDIDOR DE AGUA, (INCLUYENDO COSTOS DE LA INSTALACIÓN DE CADA MEDIDOR, TARIFAS DE CONEXIÓN Y MEMBRESÍAS). CUANDO EL DUEÑO DEL SOLAR SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA AGUA SUD INSTALARA EL MEDIDOR SIN COSTO ALGUNO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 4 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 1,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $6,000.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN DE EDUARDO'S SUBDIVISION No. 17 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE LA CIUDAD DE ALTON. EL DUEÑO DE LA SUBDIVISIÓN Y LA CIUDAD DE ALTON HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. LA CIUDAD DE ALTON HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA EDUARDO'S SUBDIVISION No. 17 CONSISTE DE UN CONDUCTO DE DRENAJE DE 00 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CALLE TROSPER ROAD.

EL DRENAJE SANITARIO DE EDUARDO'S SUBDIVISIÓN No. 17 CONSISTE DE UNA LINEA DE 12" DE DIAMETRO QUE SE CONECTARA A LA LINEA EXISTENTE QUE CORRE DENTRO DEL DERECHO DE VIA DE LA CALLE TROSPER RD. LA LINEA PROPUESTA DE 12" DE DIAMETRO CORRE HACIA EL OESTE APROXIMADAMENTE 1535 PIES POR EL LADO NORTE DE LA CALLE MILE 6 ROAD, DESPUES CORRE HACIA EL NORTE APROXIMADAMENTE 1115 PIES POR EL LADO ESTE DE LA CALLE GOYA, Y FINALMENTE LA LINEA PROPUESTA DE 12" CORRE HACIA EL OESTE APROXIMADAMENTE 400 PIES POR EL LADO NORTE DE LA CALLE VICTORIA TERMINANDO ENFRENTE DEL LOTE 18. OTRA LINEA PROPUESTA DE 10" DE DIAMETRO CONECTA CON LA LINEA PROPUESTA DE 12" DE DIAMETRO EN EL LADO SUROESTE DEL LOTE 42 Y CORRE APROXIMADAMENTE 380 PIES POR EL LADO NORTE DE LA CALLE MILE 6 ROAD, DESPUES CORRE HACIA EL NORTE APROXIMADAMENTE 1036 PIES POR EL LADO OESTE DE LA CALLE REFUGIO TERMIONANDO ENFRENTE DEL LOTE 16. DE ESTAS LÍNEAS DE DRENAJE SANITARIO DE 12 Y 10 PULGADAS DIEZ Y OCHO (78) LÍNEAS DE SERVICIO DE 4 PULGADAS SERÁN EXTENDIDAS HA CADA LOTE.

LA LÍNEAS DE 8 PULGADAS, DE 4 PULGADAS Y CUATRO (4) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $93,398.00 O $1,197.41 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA CIUDAD DE MISSION UN COSTO ADDICIONAL DE $39,216.84 O $502.78 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS LOS MEDIDORS MECÁNICOS DE AGUA QUE COSTARA UN TOTAL DE $ 164,407.48 $ 2,107.78 POR LOTE

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $132,614.84 O $1,700.19 POR LOTE.

STATE OF TEXAS · GILBERTO A. GRACIA · 62477 · REGISTERED PROFESSIONAL ENGINEER

GILBERTO A. GRACIA–P.E. No. 62477

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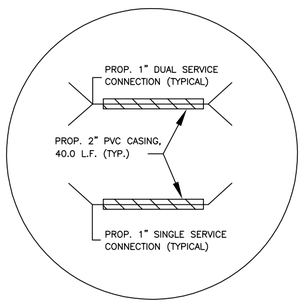


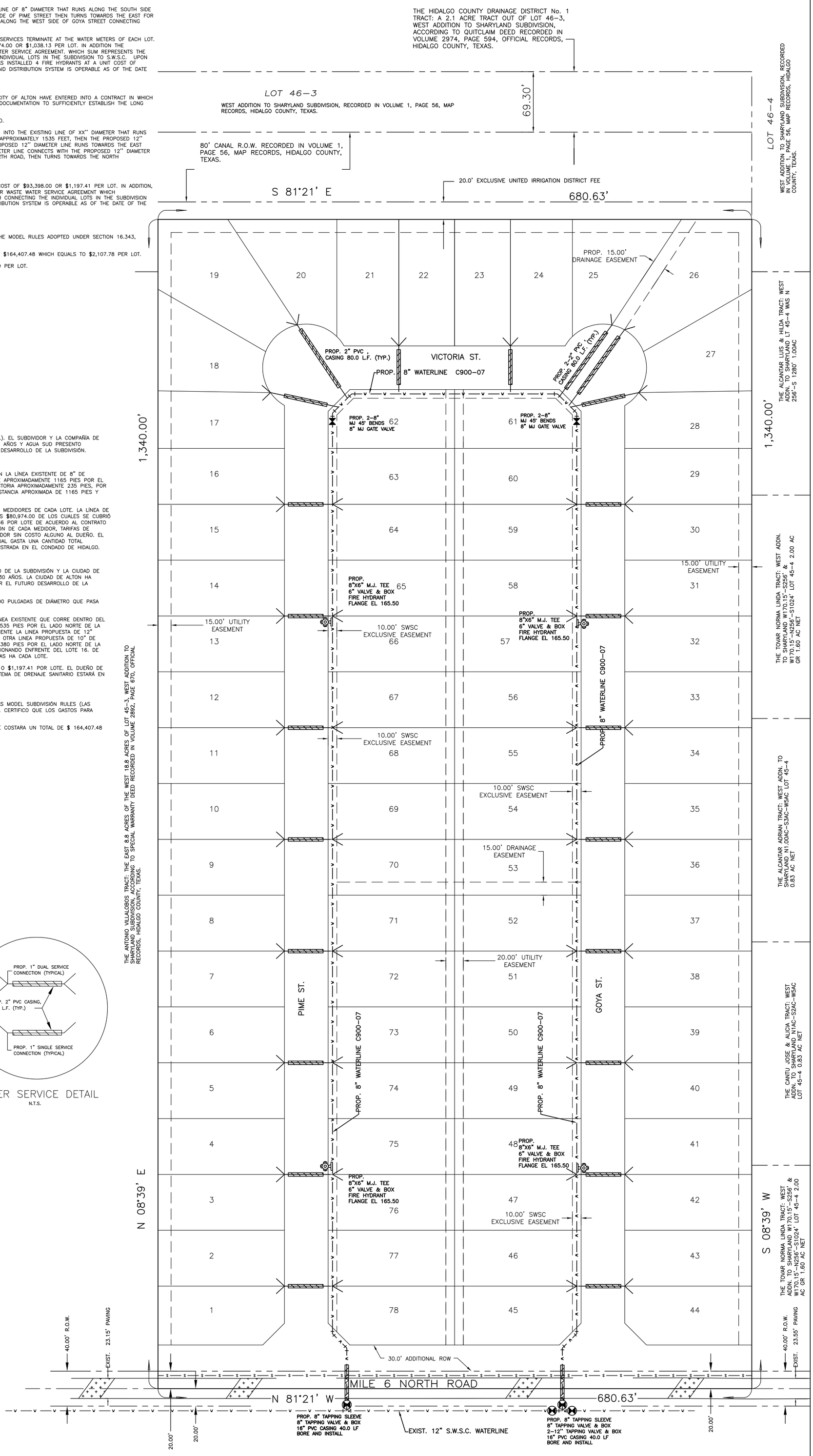
WATER SERVICE DETAIL
N.T.S.

GENERAL CONSTRUCTION NOTES:

1. ALL PROPOSED WATER LINES TO BE C–900 DR–25.
2. CONTRACTOR TO INSTALL 1" SERVICE CONNECTIONS TO EVERY LOT & ALL SERVICES TO BE LOCATED IN FRONT OF LOTS APPROXIMATELY 1.0 FOOT FROM LOT LINE. CONTRACTOR TO UTILIZE SINGLE & DOUBLE SERVICE CONNECTIONS AS NEEDED.
3. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF CONFLICTS PRIOR TO CONSTRUCTION ON SITE.
4. SEE WATER DETAIL SHEET FOR MORE INFORMATION.
5. ALL LOTS SHALL BE PROVIDED WITH SERVICE STUBOUTS AND SAID SEVICE LOCATIONS SHALL BE MARKED ON THE CURB AND GUTTER WITH A "W" NOT LESS THAN 1 1/2" IN SIZE OR IN A MANNER APPROVED BY THE CITY AND SHALL BE 12" BELOW FINISH GRADE ELEVATION.
6. THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 3/4" METER.

COST ESTIMATE

WATER DISTRIBUTION:	$ 80,974.00
PAVING IMPROVEMENTS:	$ 326,664.44
DRAINAGE IMPROVEMENTS:	$ 36,062.00
SANITARY SEWER IMPROVEMENTS:	$ 93,398.00
TOTAL:	$ 537,094.44



SHEET NO. 2
OF 6 SHEETS

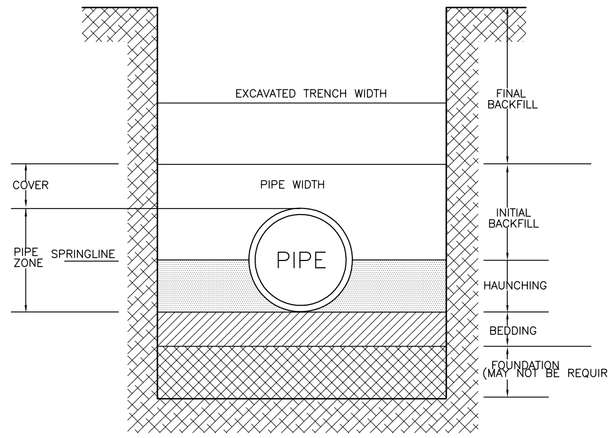
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION TX, 78574
CONSULTING ENGINEERS
F–10214
TEL. (956) 584–0554
FAX. (956) 584–0554

EDUARDOS SUBDIVISION No. 17
WATER DISTRIBUTION LAYOUT

PREPARED BY _____
CHECKED BY _____
SHEET _____

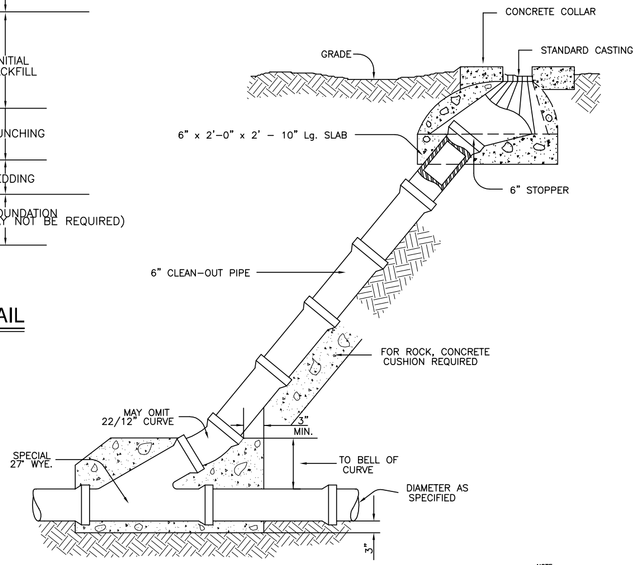
EDUARDOS SUBDIVISION No. 17

DETAIL SHEET



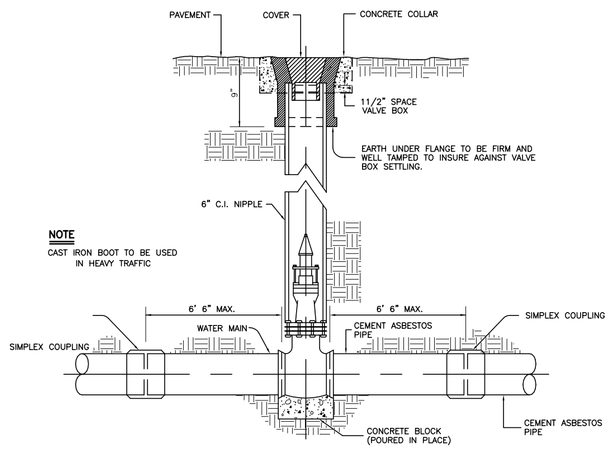
SANITARY SEWER PIPE EMBEDMENT DETAIL

(NOT TO SCALE)



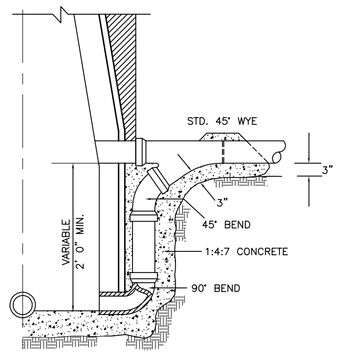
STANDARD CLEAN-OUT

(NOT TO SCALE)



TYPICAL VALVE & BOX INSTALLATION

(NOT TO SCALE)

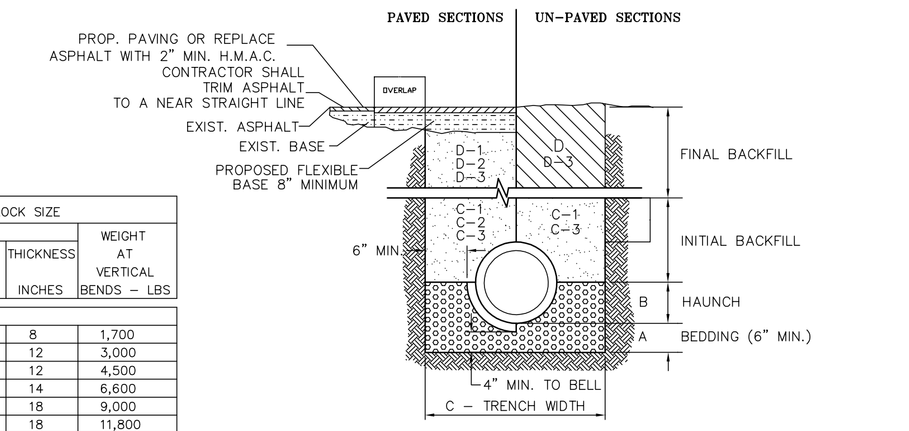


STANDARD
DROP CONNECTION TO MANHOLE

TO BE USED WITH NEW OR EXISTING MANHOLES
(NOT TO SCALE)

THRUST BLOCK SIZE			
DIAMETER OF PIPE INCHES	SURFACE AREA SQ. FT.	THICKNESS INCHES	WEIGHT AT VERTICAL BENDS – LBS
22-1/2° BENDS			
6 OR LESS	2	8	1,700
8	3	12	3,000
10	3.5	12	4,500
12	4	14	6,600
14	5	18	9,000
16	6	18	11,800
45° BENDS			
6 OR LESS	4	12	3,200
8	5	14	5,800
10	6	18	9,000
12	7	18	13,000
14	8	24	17,000
16	11.5	24	23,200
90° BENDS			
6 OR LESS	6	12	6,000
8	8	15	10,700
10	10	18	16,700
12	12	18	24,000
14	18	24	32,600
16	21	24	42,700
TEES & DEAD ENDS			
6 OR LESS	3	12	—
8	4	15	—
10	6	18	—
12	8.5	18	—
14	11.5	24	—
16	15	24	—

NOTE:
ALL VALUES SHOWN ARE MINIMUM FOR A HYDROSTATIC PRESSURE OF 150 P.S.I. AND A SOIL RESISTANCE OF 2,000 LBS/SQ. FT. WITH PIPE LINE A MINIMUM OF 2 FT. OF COVER



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 6") – PIT RUN GRAVEL 3" MAX SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12", MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C–1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C–2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C–3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

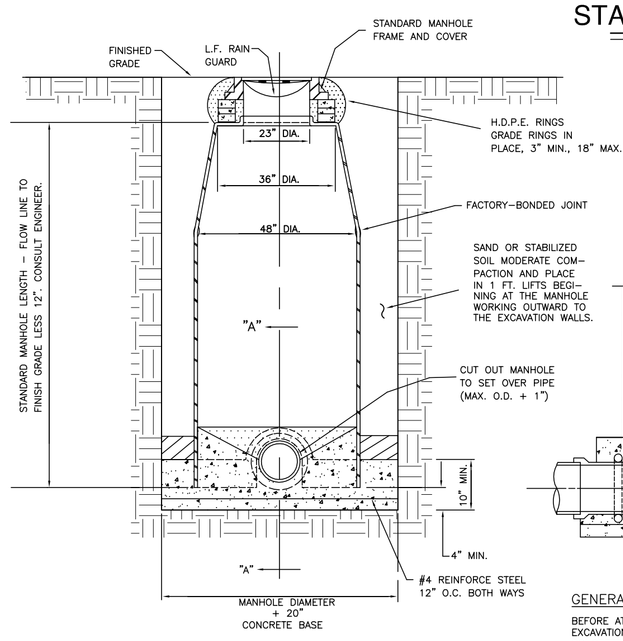
D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% S.P.D. (12" LOOSE LIFT, MECHANICAL COMPACTION).

D–1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS– SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D–2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

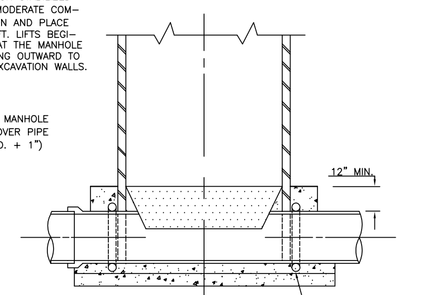
D–3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL. FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

NOTES: 1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D–1 AND D–2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.



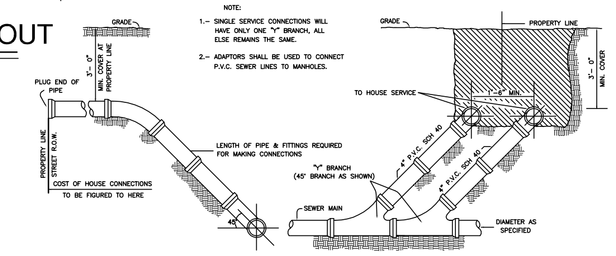
TYP. FIBERGLASS MANHOLE INSTALLATION

(NOT TO SCALE)



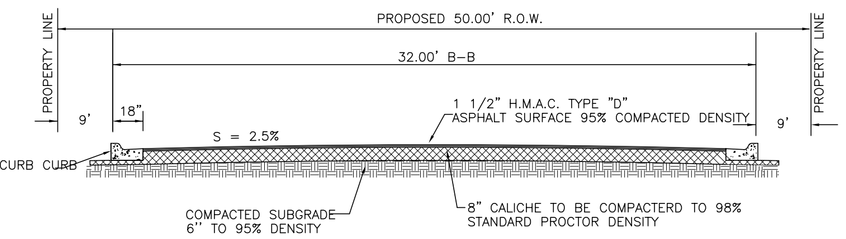
GENERAL NOTES:

BEFORE ATTEMPTING TO INSTALL ANY MANHOLE BE SURE EXCAVATION HAS BEEN SHORED PROPERLY.
CONCRETE BASE TO BE POURED IN PLACE IN TRENCH.
MANHOLE CUT–OUT TO BE MADE AT TIME OF INSTALLATION.
MANHOLE TO BE INSTALLED BY INSERTING INTO WET CONCRETE BASE.
FUTURE CONNECTIONS. IF A SEALANT BETWEEN PIPE AND MANHOLE IS NEEDED USE STAUFFER CHEMICAL "SWS940RTV" SILICONE SEALANT OR EQUAL.

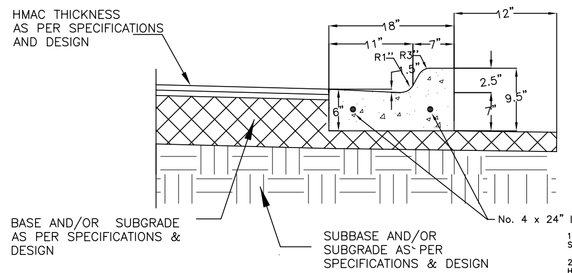


DUAL SEWER SERVICE CONNECTION

(NOT TO SCALE)



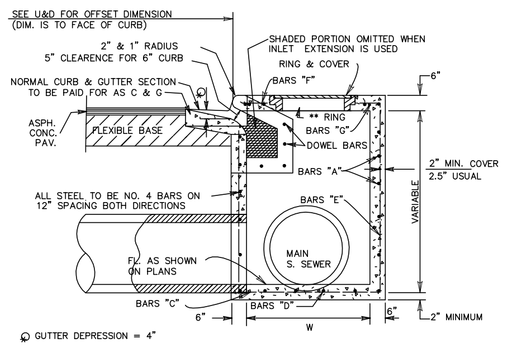
STREET SECTION



LOW PROFILE CURB & GUTTER

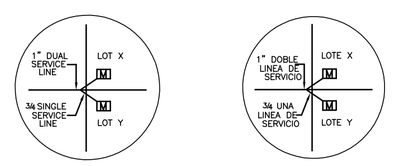
N.T.S

1. ALL HONEYCOMBING SHALL BE GROUTED TO PROVIDE A UNIFORM SURFACE.
2. WHEN HONEYCOMBING IS EXCESSIVE AS DETERMINED BY THE COUNTY OF HIDALGO COUNTY DESIGNATED REPRESENTATIVE, CURB AND GUTTER SHALL BE REPLACED.
3. BACKFILL BEHIND CURBS SHALL BE ACCOMPLISHED WITHIN 24 HOURS AFTER BACK FORM IS REMOVED OR 48 HOURS AFTER SLIP FORMING.
4. CURB AND GUTTER CONCRETE SHALL BE CLASS "A" (3,000 PSI)
5. REINFORCED STEEL AS SHOWN.
6. MAX. LENGTH OF CURB AND GUTTER SECTION IS 80' BETWEEN ½" EXPANSION JOINT.

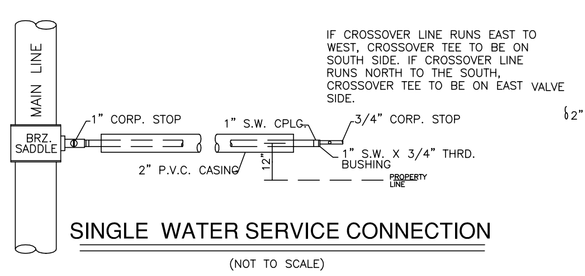


TYPE "A" INLET

N.T.S



EXAMPLE METER SET-UP



SINGLE WATER SERVICE CONNECTION

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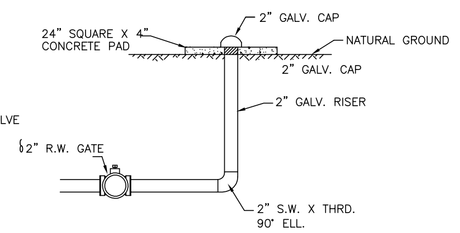
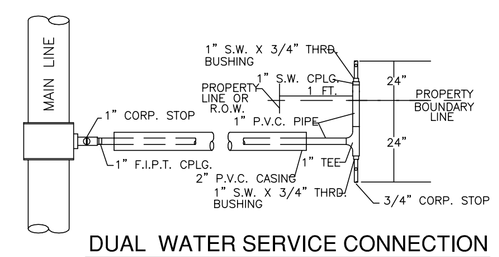


SIDE VIEW



DUAL WATER SERVICE CONNECTION

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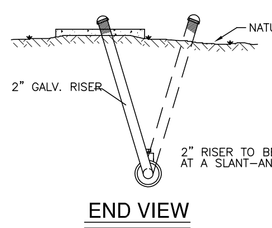


END VIEW

NEW STYLE FLUSH VALVE INSTALLATION

(NOT TO SCALE)

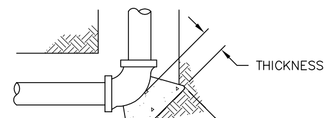
NOTE:
ALL WATER LINES AND SERVICES MUST BE LOCATED ABOVE THE SEWER MAINS AND SERVICES.
WATER LINES AND SEWER LINES SEPARATION DISTANCE AS REQUIRED BY TCEQ.

W WATER METER BOX
6" WATER SUPPLY LINE
SERVICE LINES

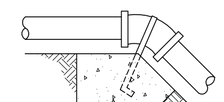
M CAJA DE MEDIDOR DE AGUA
6" LINEA DE AGUA
LINEAS DE SERVICIOS

FIRE HYDRANT

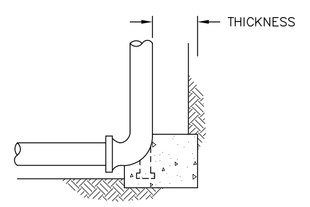
(NOT TO SCALE)



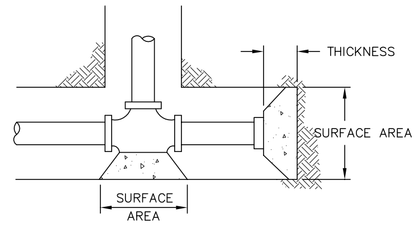
HORIZONTAL BENDS



VERTICAL BENDS



HYDRANT BURYS



TEES & DEAD ENDS

GILBERTO A. GRACIA– P.E. No. 62477

SHEET No. 3 OF 6 SHEETS	FILENAME : K:\PROJECT\SUBDIVISION0\EDUARDO'S No.17\WATER–DETAIL SHEET			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	NOV 10, 2016.	D.I.	D. L. I.	G.A.G.
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	JAN. 2017	D. L. I.	G.A.G.	G.A.G.

No.	SHEET	REVISION	DATE	APPROVED

IZAGUIRRE ENGINEERING GROUP, LLC.

7413 N. LA HOMA ROAD
MISSION TX, 78574

CONSULTING ENGINEERS
F–10214

TEL. (956) 584–0554
FAX (956) 584–0554

THRUST BLOCKS DETAIL

LOT 46–3

WEST ADDITION TO SHARYLAND SUBDIVISION, RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 TRACT: A 2.1 ACRE TRACT OUT OF LOT 46–3, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO QUITCLAIM DEED RECORDED IN VOLUME 2974, PAGE 594, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

24"DOWN DRAIN
TOP=164.73
FL=156.72

TOP OF BERM

TOP DETENTION AREA

BOTTOM DETENTION AREA

18"FL=153.84

IRR. VALVE WITH 30"CSP
TOP=166.12
18"IRR. FL=162.95

TOP 18"STEEL CASING IRR.=164.66

LOT 46–3

WEST ADDITION TO SHARYLAND SUBDIVISION, RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LOT 46–4

WEST ADDITION TO SHARYLAND SUBDIVISION, RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS.

S 81°21' E 680.63'

PROP. 15.00' DRAINAGE EASEMENT

PROP. MH
TOP=165.50
F.L.=160.28

PROP. MH
TOP=165.50
F.L.=161.08

PROP. 12" P.V.C. SANITARY SEWER
SDR–26 400.00 L.F. S=0.20%

VICTORIA ST.

PROP. MH
TOP=165.70
F.L.=161.61

1,340.00'

1,340.00'

SCALE 1" = 60'

PROP. 10" P.V.C. SANITARY SEWER
SDR–26 390.00 L.F. S=0.25%

PROP. 12" P.V.C. SANITARY SEWER
SDR–26 375.00 L.F. S=0.20%

165.00

15.00' UTILITY EASEMENT

10.00' SWSC EXCLUSIVE EASEMENT

PROP. MH
TOP=164.80
F.L.=159.53

PROP. MH
TOP=165.00
F.L.=160.63

15.00' DRAINAGE EASEMENT

20.00' UTILITY EASEMENT

PROP. MH
TOP=165.00
F.L.=159.76

PROP. MH
TOP=164.80
F.L.=158.73

PIME ST.

GOYA ST

N 08°39' E

S 08°39' W

C LOS EBANOS ROAD

THE ANTONIO VILLALOBOS TRACT: THE EAST 8.8 ACRES OF THE WEST 18.8 ACRES OF LOT 45–3, WEST ADDITION TO SHARYLAND SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED RECORDED IN VOLUME 2892, PAGE 670, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LOT 45–4

WEST ADDITION TO SHARYLAND SUBDIVISION, RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS.

40.00' R.O.W.

40.00' R.O.W.

PROP. MH
TOP=164.80
F.L.=158.88

PROP. MH
TOP=164.80
F.L.=157.93

30.0' ADDITIONAL ROW

SEE OFFSITE LAYOUT

C MILE 6 NORTH ROAD

S 81°21' E 639.37'

N 81°21' W 680.63'

PROP. 10" P.V.C. SANITARY SEWER
SDR–26 380.00 L.F. S=0.25%

FND. 1/2" IRON ROD S.W. COR. LOT 45–3

20.00'

20.00'

20.00'

SHEET NO. 4
OF 6 SHEETS

IZAGUIRRE ENGINEERING GROUP, LLC.

7413 N. LA HOMA
MISSION TX, 78574

CONSULTING ENGINEERS
F–10214

TEL. (956) 584–0554
FAX. (956) 584–0554

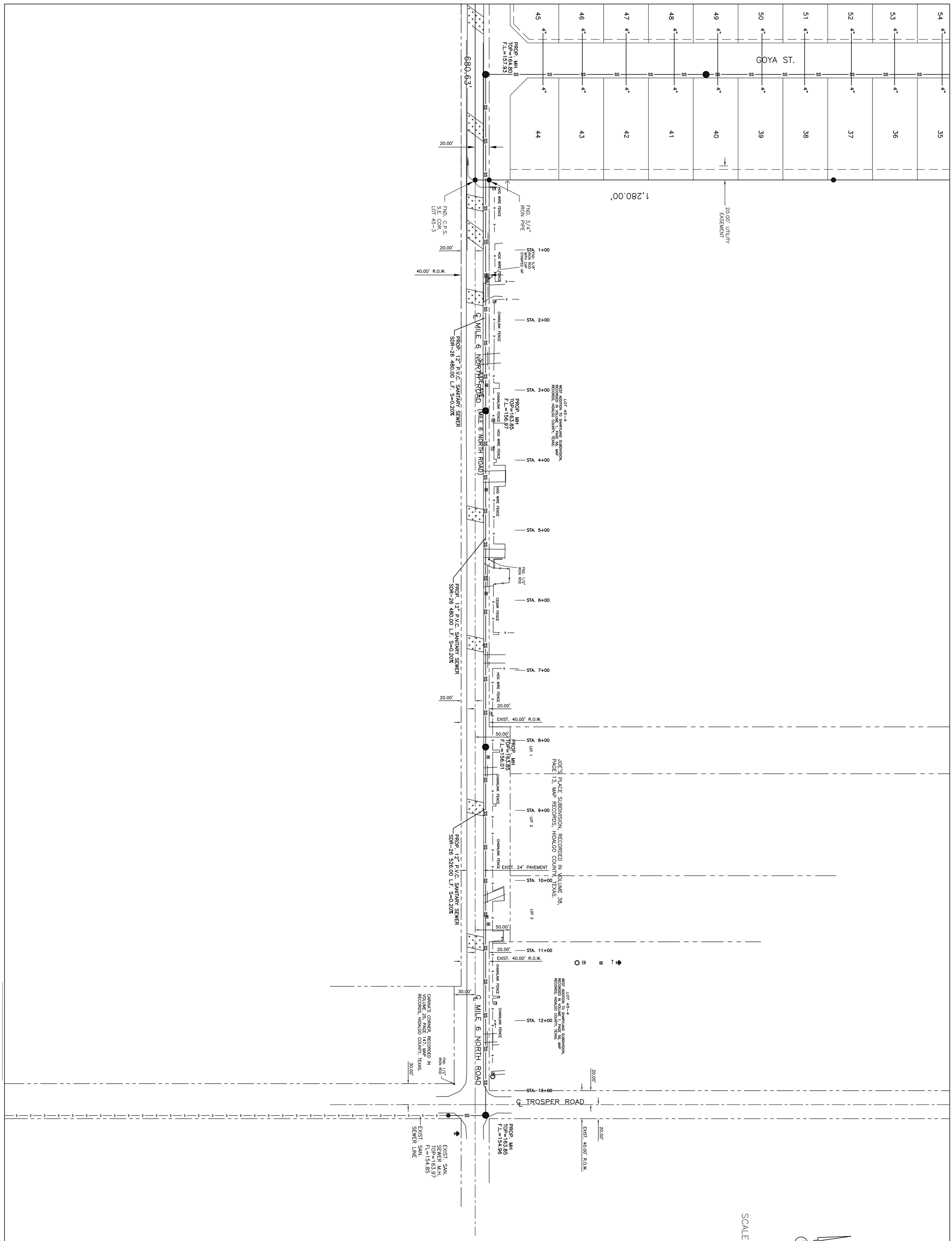
EDUARDOS SUBDIVISION No. 17

SANITARY SEWER DISTRIBUTION LAYOUT

PREPARED BY _____

CHECKED BY _____

SHEET _____



SHEET NO. 5
OF 6 SHEETS

IZAGUIRRE ENGINEERING GROUP, LLC.

7413 N. LA HOMA
MISSION TX, 78574

CONSULTING ENGINEERS
F-10214

TEL. (956) 584-0554
FAX. (956) 584-0554

EDUARDOS SUBDIVISION No. 17

SANITARY SEWER OFFSITE LAYOUT

PREPARED BY _____

CHECKED BY _____

SHEET _____

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 5-02-2017

PROPOSED **VEL REE** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **R. GUTIERREZ ENGINEERING** DEVELOPER: **EDGAR VELA**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **NORTH OF EL RUCIO ROAD, APPROXIMATELY 2,000 FEET EAST FROM U.S. HWY 281.**

SUBDIVISION LIES WITHIN THE: ☒ *THE RURAL AREA OF THE COUNTY.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **2-01-2017** PROPERTY LIES WITHIN FLOOD ZONE: **"A & C"** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL DETAIN WITHIN THE EXISTING LOW AREAS AND LANDSCAPE OF THE PROPOSED DEVELOPMENT.**

ROAD R.O.W. DEDICATION: **NO ADDITIONAL R.O.W. IS REQUIRED.**

H.C.R.O.W. FINAL APPROVAL DATE: **3-08-2017** By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **4-05-2017** BY, ENVIRONMENTAL HEALTH DIVISION

SEWER SYSTEM: ☒OSSF

WATER SERVICE PROVIDER: **EDINBURG** LINE SIZE: **2"** LOCATION: **NORTH R.O.W. OF EL RUCIO ROAD.**

H.C.O.E.C. FINAL APPROVAL DATE: **3-28-2017** : By **MARTIN RAMIREZ** Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **MARCH 07, 2017**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

☒ **Final Approval** *subject to recommendations other departments*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

SUBDIVISION PLAT
OF

VEL REE SUBDIVISION

A 6.00 ACRE TRACT OF LAND
OUT OF TRACT 73, SAN SALVADOR DEL TULE GRANT,
HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN
VOLUME 10, PAGE 58, M.R.H.C.

GENERAL NOTES AND RESTRICTIONS:

1. FLOOD ZONE DESIGNATION : ZONE "A" AND "C"

   ZONE "A" AREAS OF 100-YEAR FLOOD: BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED.

   ZONE "C" AREAS OF MINIMAL FLOODING

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTION 4001 THROUGH 4127).

   COMMUNITY-PANEL No. 480334 0125 B EFFECTIVE DATE: JANUARY 2, 1981 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

2. SET BACKS:
   FRONT- LOT 1: 30 FT. OR EASEMENT WHICHEVER IS GREATER IN ALL CASES
   LOT 2: 189 FT. OR EASEMENT WHICHEVER IS GREATER IN ALL CASES
   REAR- 15 FT. OR EASEMENT WHICHEVER IS GREATER IN ALL CASES
   SIDE- 6 FT. OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATION FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON THIS SUBDIVISION.

4. MINIMUM FINISHED FLOOR ELEVATION FOR STRUCTURES IN A LOT WITHIN FLOOD ZONE "C" SHALL BE 18 INCHES ABOVE THE CENTER LINE OF EL RUCIO ROAD OR 18 INCHES ABOVE NATURAL GROUND WHICHEVER IS GREATER. MINIMUM FINISHED FLOOR ELEVATION FOR STRUCTURES IN A LOT WITHIN FLOOD ZONE "A" SHALL BE AT BASE FLOOD ELEVATION (BFE=70.50 NAVD88) OR 18 INCHES ABOVE THE CENTER LINE OF EL RUCIO ROAD WHICHEVER IS GREATER. ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR BUILDING PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   LOCATION AND DESCRIPTION: No. 4 REBAR LOCATED AT THE SOUTHWEST CORNER OF PROPERTY (AND SOUTHWEST CORNER OF LOT 2) (NAD 83, NAVD 88, TEXAS SOUTH 4205)
   NORTHING: 16736436.82
   EASTING: 1110563.19
   ELEVATION: 73.17

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL DETAIN A TOTAL OF 11,259 CUBIC FEET, 0.259 ACRE FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENT WILL BE ACCOMPLISHED AS FOLLOWS: SEE SHEET No. 2 FOR STORM SEWER IMPROVEMENTS.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT, EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15 FEET AS PER 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 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. 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 AND OSSF ON ALL LOTS.
    A: OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
    B: EACH LOT ON THIS PLAT MUST COMPLY WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C: OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
    D: SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
    E: APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

12. I, EDGAR VELA AND EFRAIN VELA, THE OWNER(S) & SUBDIVIDER(S) OF VEL REE SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON EACH LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

METES AND BOUNDS DESCRIPTION:

A 6.00 ACRE TRACT OF LAND OUT OF TRACT 73, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 10, PAGE 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 6.00 ACRE TRACT OF LAND IS VESTED TO EDGAR VELA FROM VETERANS LAND BOARD OF THE STATE OF TEXAS BY VIRTUE OF A WARRANTY DEED DATED AUGUST 17, 2003, RECORDED IN DOCUMENT NO. 1796063, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. SAID 6.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NO. 4 REBAR FOUND AT THE SOUTH WEST CORNER OF TRACT 73, ALSO BEING THE NORTH RIGHT OF WAY LINE OF EL RUCIO ROAD, THENCE SOUTH 81 DEGREES 10 MINUTES 58 SECONDS EAST, WITH THE SOUTH LINE OF SAID TRACT 73, ALSO BEING THE NORTH RIGHT OF WAY LINE OF EL RUCIO ROAD, A DISTANCE OF 371.45 FEET PASS A NO. 4 REBAR FOUND AT THE SOUTH LINE OF SAID TRACT 73, ALSO BEING THE NORTH RIGHT OF WAY LINE OF SAID EL RUCIO ROAD, CONTINUING FOR A TOTAL DISTANCE OF 518.67 FEET TO A NO. 4 REBAR SET (WITH A PLASTIC CAP STAMPED RGEC) FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT OF LAND AND **POINT OF BEGINNING;**

THENCE NORTH 10 DEGREES 21 MINUTES 02 SECONDS EAST, A DISTANCE OF 163.95 FEET TO A NO. 4 REBAR SET (WITH A PLASTIC CAP STAMPED RGEC) FOR AN INSIDE CORNER OF THIS TRACT OF LAND;

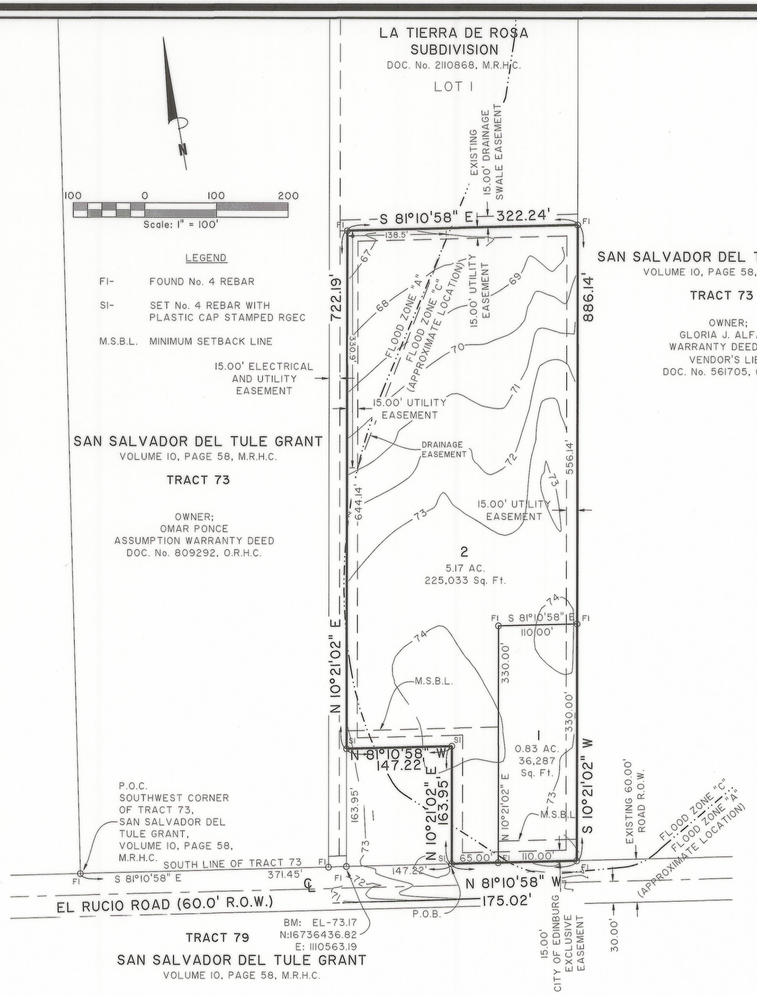
THENCE NORTH 81 DEGREES 10 MINUTES 58 SECONDS WEST, WITH A LINE PARALLEL TO THE SOUTH LINE OF SAID TRACT 73, ALSO BEING THE NORTH RIGHT OF WAY LINE OF SAID EL RUCIO ROAD, A DISTANCE OF 147.22 FEET TO THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT OF LAND;

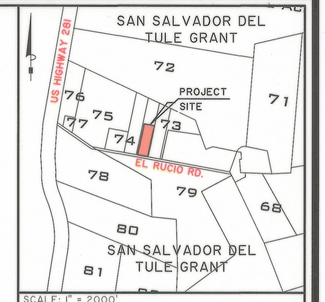
THENCE NORTH 10 DEGREES 21 MINUTES 02 SECONDS EAST, WITH THE EAST LINE OF LA TIERRA DE ROSA SUBDIVISION AS RECORDED IN DOCUMENT NO. 2110868, MAP RECORDS A DISTANCE OF 722.19 FEET TO A NO. 4 REBAR FOUND AT AN INNER CORNER OF LA TIERRA DE ROSA SUBDIVISION FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81 DEGREES 10 MINUTES 58 SECONDS EAST, WITH THE SOUTH LINE OF SAID LA TIERRA DE ROSA SUBDIVISION, A DISTANCE OF 322.24 FEET TO A NO. 4 REBAR FOUND AT THE MOST NORTHERLY SOUTHEAST CORNER OF SAID LA TIERRA DE ROSA SUBDIVISION FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 10 DEGREES 21 MINUTES 02 SECONDS WEST, 886.14 FEET TO A NO. 4 REBAR FOUND AT THE SOUTH LINE OF SAID TRACT 73, ALSO BEING THE NORTH RIGHT OF WAY LINE OF EL RUCIO ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81 DEGREES 10 MINUTES 58 SECONDS WEST, WITH THE SOUTH LINE OF SAID TRACT 73, ALSO BEING THE NORTH RIGHT OF WAY LINE OF SAID EL RUCIO ROAD, A DISTANCE OF 175.02 FEET TO THE **POINT OF BEGINNING,** AND CONTAINING 6.00 ACRES OF LAND, MORE OR LESS.





LOCATION MAP

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY: VEL REE SUBDIVISION IS LOCATED IN NORTH HIDALGO COUNTY OF EL RUCIO ROAD 2,000 FEET EAST FROM THE EAST RIGHT OF WAY OF US HIGHWAY 281. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION OF 77,100 ACCORDING TO 2010-CENSUS), VEL REE SUBDIVISION LIES APPROXIMATELY 5 MILES FOR THE CITY LIMITS (AND IS OUTSIDE THE 2 OR 5 MILE EXTRATERRITORIAL JURISDICTION (E.T.J.) UNDER LOCAL GOVERNMENT CODE § 212.001 AN D LIES IN PRECINCT No. 4

I, EDGAR VELA AND EFRAIN VELA, AS OWNER(S) OF THE 6.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED VEL REE 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; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: _____ DATE: 4-6-17
OWNER: EDGAR VELA

ADDRESS: P.O. BOX 323
LINN, TEXAS 78563

BY: _____ DATE: 4-6-17
OWNER: EFRAIN VELA

ADDRESS: P.O. BOX 323
LINN, TEXAS 78563

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DATE PERSONALLY APPEARED, EDGAR VELA AND EFRAIN VELA, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 6th DAY OF April 2017.

_____ 4-20-2020
NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS — MY COMMISSION EXPIRES

JAVIER GUTIERREZ
Notary Public, State of Texas
Comm. Expires 04-20-2020
Notary ID 130627525

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, HERNAN A. LUGO, P.E. A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
HERNAN A. LUGO
108728
REGISTERED PROFESSIONAL ENGINEER

_____
HERNAN A. LUGO., P.E.
LICENSED PROFESSIONAL ENGINEER No. 108728
R. GUTIERREZ ENGINEERING CORP.
130 E. PARK
PHARR, TEXAS 78577
DATE: 03/09/2017

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, PABLO SOTO, Jr., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF McALLEN SUBDIVISION ORDINANCE AND ALL STATE STATUES GOVERNING SURVEYS.

STATE OF TEXAS
PABLO SOTO JR.
4541
REGISTERED PROFESSIONAL LAND SURVEYOR

4/6/17
PABLO SOTO, Jr.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4541
R.GUTIERREZ ENGINEERING CORP.
130 E. PARK
PHARR, TEXAS 78577
DATE: _____

STATE OF TEXAS §
COUNTY OF HIDALGO §

CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028(a) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VEL REE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THE THE _____ DAY OF _____, 2017 AD.

_____ ATTEST: _____
HIDALGO COUNTY JUDGE — HIDALGO COUNTY CLERK

DATE: _____ DATE:_____

THE COUNTY OF HIDALGO TEXAS

ON: _____ AT _____
AM/PM INSTRUMENT
No. _____ OF
THE MAP RECORDS OF HIDALGO
COUNTY, TEXAS
BY: _____
DEPUTY

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OR THE DISTRICT ADOPTED UNDER TEX. WATER CODE SECTION 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDAGLO COUNTY DRAINAGE DISTRICT No. 1

_____ _____ _____
RAUL E. SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

STATE OF TEXAS §
COUNTY OF HIDALGO §

CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VEL REE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2017

_____
ENVIROMENTAL HEALTH DIVISION MANAGER

DATE:_____

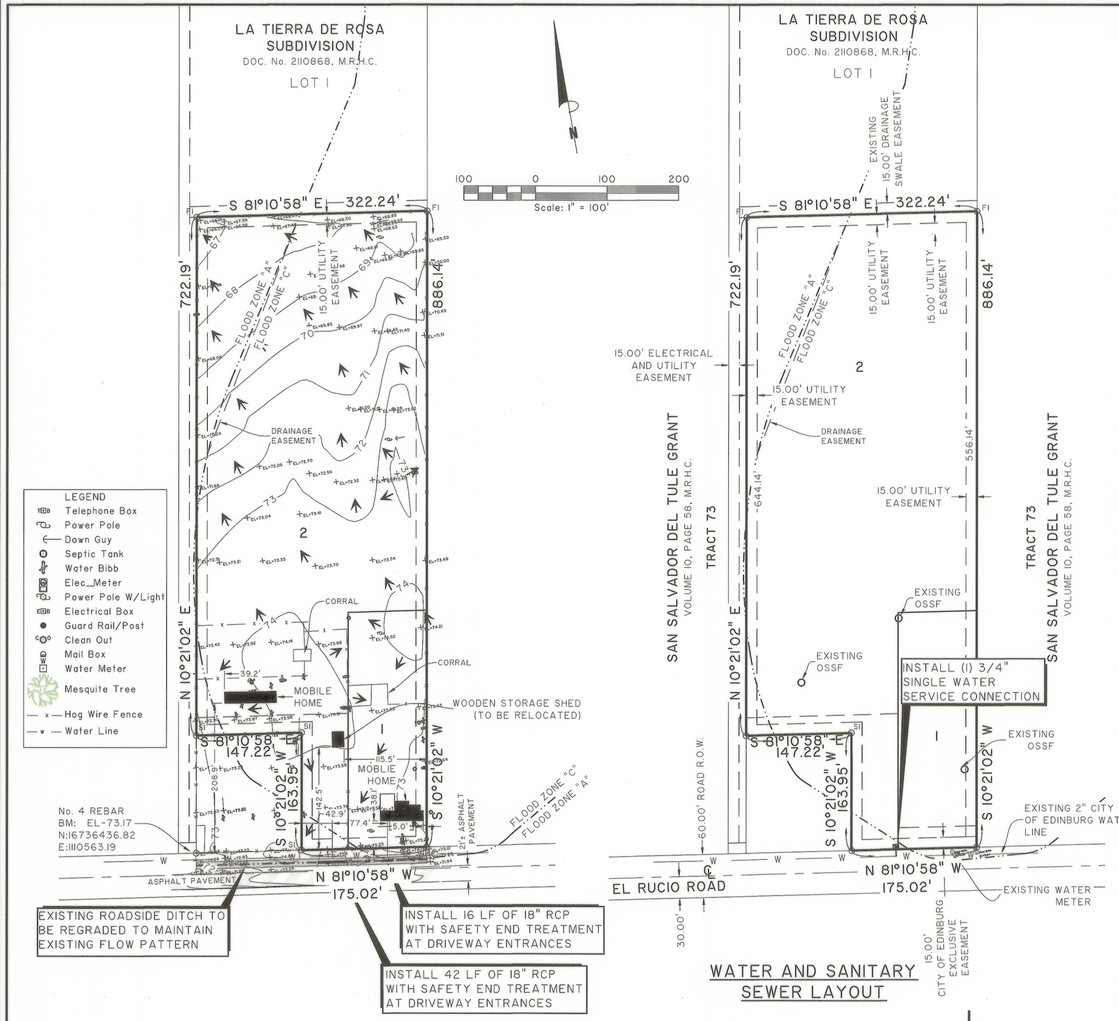
SHEET No.	INDEX DESCRIPTION
1	DATE-NORTH ARROW-MAIN SCALE-HEADING-LEGAL DESCRIPTION-LOCATION MAP-PRINCIPAL CONTACTS-INDEX-SUBDIVISION LAYOUT-METES & BOUNDS-CERTIFICATIONS & ATTESTATION-NOTARY PUBLIC-SURVEY CERTIFICATION-ENGINEER CERTIFICATION-DRAINAGE DEDICATION-CITY OF EDINBURG PBZ CERTIFICATION-HEALTH DEPT. CERTIFICATION-COUNTY CERTIFICATION-COUNTY CLERKS RECORDING CERTIFICATION-GENERAL NOTES AND RESTRICTIONS
2	FINAL ENGINEERING REPORT DESCRIPTION FOR WATER AND SANITARY SEWER (ENGLISH AND SPANISH VERSION)-LEGEND-DRAINAGE REPORT-MAP OF TOPOGRAPHY AND DRAINAGE LAYOUT-WATER AND OSSF DESIGN LAYOUT-ENGINEERING FLOOD CERTIFICATION-SOIL EVALUATION-SUBDIVIDER CERTIFICATION-SUBDIVISION STATEMENT-INDEX-LEGAL DESCRIPTION-DRAIANGE REPORT-COST ESTIMATE-WATER DETAIL

PRINCIPAL CONTACTS				
	NAME	ADDRESS	PHONE NO.	EMAIL
OWNER	EDGAR VELA AND EFRAIN VELA	P.O. BOX 323, LINN, TEXAS 78563	(956) 655-1120	--
ENGINEER	HERNAN A. LUGO, PE	130 E. PARK AVE., PHARR, TEXAS 78577	(956) 782-2557 (Office)	hlugo@rgec.net
SURVEYOR	PABLO SOTO, JR., RPLS	130 E. PARK AVE., PHARR, TEXAS 78577	(956) 782-2557 (Office)	office@rgec.net

R. Gutierrez Engineering Corporation

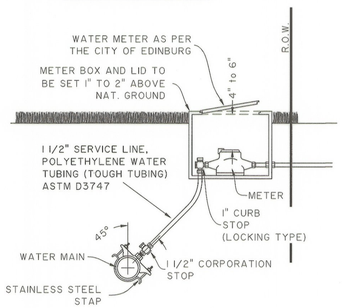
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No.: 486 • SURVEYING FIRM No.: 101650-00

File Path=F:\2015\ENG\003-EL RUCIO SUBDIVISION\MASTER\MASTER ENGIS_004 HL.DWG



TOPOGRAPHY AND DRAINAGE LAYOUT

WATER AND SANITARY SEWER LAYOUT



1" SINGLE WATER METER
RURAL RESIDENTIAL SERVICE
NTS

SUBDIVISION PLAT
OF
VEL REE SUBDIVISION
A 6.00 ACRE TRACT OF LAND
OUT OF TRACT 73, SAN SALVADOR DEL TULE GRANT,
HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN
VOLUME 10, PAGE 58, M.R.H.C.

SHEET No.	DESCRIPTION
1	DATE-NORTH ARROW-MAIN SCALE-HEADING-LEGAL DESCRIPTION-LOCATION MAP-PRINCIPAL CONTACTS-INDEX-SUBDIVISION LAYOUT-METES & BOUNDS-CERTIFICATIONS & ATTESTATION-NOTARY PUBLIC-SURVEY CERTIFICATION-ENGINEER CERTIFICATION-DRAINAGE DEDICATION-CITY OF EDINBURG P&Z CERTIFICATION-RIGHT OF WAY DEPT. CERTIFICATION-HEALTH DEPT. CERTIFICATION-COUNTY CERTIFICATION-COUNTY CLERKS RECORDING CERTIFICATION-GENERAL NOTES AND RESTRICTIONS
2	FINAL ENGINEERING REPORT DESCRIPTION FOR WATER AND SANITARY SEWER (ENGLISH AND SPANISH VERSION)-LEGEND-DRAINAGE REPORT-MAP OF TOPOGRAPHY AND DRAINAGE LAYOUT-WATER AND OSSF DESIGN LAYOUT-ENGINEERING FLOOD CERTIFICATION-SOIL EVALUATION-SUBDIVIDER CERTIFICATION-SUBDIVISION STATEMENT-INDEX-LEGAL DESCRIPTION-DRAIANGE REPORT-COST ESTIMATE-WATER DETAIL-DETENTION SWALE DETAIL

PRINCIPAL CONTACTS

	NAME	ADDRESS	PHONE NO.	EMAIL
OWNER	EDGAR VELA AND EFRAIN VELA	P.O. BOX 323, LINN, TEXAS 78563	(956) 655-1120	--
ENGINEER	HERNAN A. LUGO, PE	130 E. PARK AVE., PHARR, TEXAS 78577	(956) 782-2557 (Office)	hlugo@rgec.net
SURVEYOR	PABLO SOTO, JR., RPLS	130 E. PARK AVE., PHARR, TEXAS 78577	(956) 782-2557 (Office)	office@rgec.net

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

VEL REE SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE CITY OF EDINBURG. THE SUBDIVIDER AND THE CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF EDINBURG HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND THE CITY OF EDINBURG 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.

THE CITY OF EDINBURG HAS AN EXISTING 2" DIAMETER WATER LINE RUNNING ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY OF EL RUCIO ROAD. THE WATER SYSTEM FOR VEL REE SUBDIVISION CONSISTS OF ONE (1) PROPOSED ONE (1) INCH DIAMETER SINGLE WATER SERVICE CONNECTION WICH TERMINATES AT THE PROPOSED WATER METER BOX OF LOT 2, AND ONE (1) EXISTING ONE (1") DIAMETER SINGLE SERVICE LINE. SAID EXISTING SERVICE TERMINATES AT THE WATER METER BOX OF LOT ONE (1). THE 1" SINGLE SERVICE, AND THE METER BOX HAVE ALREADY BEEN INSTALLED. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF $650.00, WHICH COVERS THE AMOUNT 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 EACH INDIVIDUAL LOT IN THE SUBDIVISION TO THE CITY OF EDINBURG UPON REQUEST BY THE LOT OWNER. THE CITY OF EDINBURG WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATE:

SEWAGE FOR VEL REE SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD. ISAAC MATA, SITE EVALUATOR REGISTER NUMBER OSO0III2I HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A PLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST HALF (1/2) ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM CLASS II EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

AN EXISTING SEPTIC SYSTEMS WERE FOUND ON THIS PROPERTY. THE OSSF HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS APPROVED THE EXISTING OSSF ON _____2017

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 ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES ARE FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $650.00.

SEWAGE FACILITIES - SEPTIC SYSTEM IS FULLY CONSTRUCTED, WITH A GRAND TOTAL OF $_____ FOR THE ENTIRE SUBDIVISION.

HERNAN A. LUGO, P.E.
R.GUTIERREZ ENGINEERING CORP.
130 E. PARK - PHARR, TEXAS 78577
DATE: 03/09/2017

STATE OF TEXAS · HERNAN A. LUGO · 108728 · REGISTERED PROFESSIONAL ENGINEER

DRAINAGE REPORT:

I. PROJECT LOCATION

VEL REE SUBDIVISION IS A 6.0-ACRE TRACT OF LAND OUT OF TRACT 73, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 10, PAGES 58, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED IN THE HIDALGO COUNTY, ALONG THE NORTH RIGHT-OF-WAY OF EL RUCIO ROAD AND APPROXIMATELY 2,760-FT EAST OF US HIGHWAY 281. SAID SUBDIVISION WILL CONSIST ON TWO (2) RESIDENTIAL LOTS SUBDIVISION (REFER TO EXHIBIT A).

II. FLOOD PLAIN

IN ACCORDANCE WITH F.E.M.A.-F.I.R.M. MAP NO. 480334 0125 B, EFFECTIVE DATE JANUARY 2, 1981, THE NORTHWEST CORNER OF THE SUBJECT TRACT LAYS IN "ZONE A", AREAS OF 100-YEAR FLOOD WHERE BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS ARE NOT DETERMINED, WHILE THE REST OF THE SUBJECT TRACT LAYS IN "ZONE C", AREAS OF MINIMUM FLOODING (NO SHADING) (REFER TO EXHIBIT B).

III. SOIL CONDITIONS

A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY (REFER TO EXHIBIT C) INDICATES THE SUBJECT TRACT LIES PREDOMINANTLY IN AN AREA OF BRENNAN FINE SANDY LOAM SOIL WITH A MAP UNIT SYMBOL "3 & 4". THIS SOIL IS WELL DRAINED; THE SURFACE LAYER IS FINE SANDY LOAM ABOUT 12 INCHES THICK. THE PLASTICITY INDEX FOR THIS SOIL IS IN THE RANGE OF 2-13 PERCENT AND IS LISTED IN HYDROLOGICAL GROUP 'B'.

IV. EXISTING CONDITIONS

THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED WITH THE PRESENCE OF AN EXISTING HOME WITH THE REMAINDER OF THE LAND BEING NATIVE BRUSH LAND, AND THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY 1.5%. THE EXISTING RUNOFF FROM THE SITE IS BY FORM OF SHEET FLOW AND RUNS MAINLY IN THE NORTHERLY DIRECTION. THIS FLOW IS NATURALLY RETAINED ON THE LOW AREAS OF THE PROPERTY'S OPEN LAND. THE TOTAL CONTRIBUTING 10-YEAR EXISTING STORM WATER RUNOFF FROM THIS SITE IS APPROXIMATELY 5.87-CFS, (REFER TO EXHIBIT D)

V. PROPOSED CONDITIONS

THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT WILL CONSIST OF A THREE (3) RESIDENTIAL LOTS SUBDIVISION. DEVELOPMENT IN THE FORM OF DRIVEWAYS AND HOMES WILL INCREASE THE ULTIMATE STORM WATER RUNOFF. THE ADDITIONAL RUNOFF WILL BE NATURALLY DETAINED ON THE LOW AREAS AND LANDSCAPE OF THE PROPOSED DEVELOPMENT. THE TOTAL DEVELOPED 10-YEAR RUNOFF WILL BE APPROXIMATELY 7.82-CFS, HOWEVER, A NET DISCHARGE RELEASE FROM THE TRACT SHALL BE MAINTAINED AT EXISTING CONDITIONS OF 5.871-CFS, ALL THE EXCESS RUNOFF VOLUME OF APPROXIMATELY 11,259 CF WILL BE DETAINED ON-SITE (REFER TO EXHIBIT D).

HERNAN A. LUGO, P.E.
R.GUTIERREZ ENGINEERING CORP.
130 E. PARK - PHARR, TEXAS 78577
DATE: 03/09/2017

STATE OF TEXAS · HERNAN A. LUGO · 108728 · REGISTERED PROFESSIONAL ENGINEER

REPORTE FINAL DE INGENIERIA

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN VEL REE RECIBIRÁ SU PROVISIÓN DE AGUA DE LA CUIDAD DE EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y N CUIDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. CUIDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

CUIDAD DE EDINBURG TIENE UN CONDUCTO DE 2" ADJACENTE AL DERECHO DE VIA DEL LADO NORTE DE LA CARRETERA EL RUCIO. EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN VEL REE CONSISTE EN DOS CONDUCTOS INDIVIDUALES DE AGUA DE 1" DE DIÁMETRO PARA LOS LOTES 2 Y 3 Y UN SERVICIO DE AGUA EXISTENTE DE 1" DE DIAMETRO PARA EL LOTE 1 EL CUAL TERMINA EN UN MEDIDOR MECANICO DE 1" PULGADA. YA SE HAN INSTALADO DICHOS CONDUCTOS DE 1" PARA EL SERVICO DE AGUA. EL DUEÑO DE LA SUBDIVISIÓN LE HA PAGADO A LA CUIDAD DE EDINBURG $650.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO SOLICITE EL MEDIDOR DE AGUA, LA CUIDAD DE EDINBURG LO INSTALARA SIN ALGÚN COSTO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. UN EVALUADOR REGISTRADO HA INSPECCIONADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA REPARADO 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:

CADA LOTE EN LA SUBDIVISIÓN MIDE AL MENOS MEDIO ACRE. SE HICIERON DOS ES EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (SUELO FRANCO CLASE III) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

SE ENCONTRO UNA FOSA SEPTICA EXISTENTE EN EL SOLAR 1. EN ESTOS MOMENTOS UNA FOSA SÉPTICAS HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) HA APROVADO LA FOSA SEPTICA EXISTENTE EL _____

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA HA SIDO INSTALADO Y COMPLETAMENTE CONSTRUIDO INCLUYENDO EL MEDIDOR MECÁNICO DE AGUA CON UN COSTO DE $650.00

DRENAJE: LA FOSA SÉPTICA EXISTENTE ESTA TOTALMENTE CONSTRUIDA POR UN COSTO $_____ PARA TODA LA SUBDIVISIÓN.

HERNAN A. LUGO, P.E.
R.GUTIERREZ ENGINEERING CORP.
130 E. PARK - PHARR, TEXAS 78577
DATE: 03/09/2017

STATE OF TEXAS · HERNAN A. LUGO · 108728 · REGISTERED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THIS PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE TO STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I, EDGAR VELA AND EFRAIN VELA, THE SUBDIVIDERS OF VEL REE SUBDIVISION HEREBY CERTIFY SEWER PERMIT HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT 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.

BY: _____ DATE: 4-6-17
OWNER: EDGAR VELA

BY: _____ DATE: 4-6-17
OWNER: EFRAIN VELA

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY, PERSONALLY APPEARED EDGAR VELA AND EFRAIN VELA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE.

THIS THE 6th DAY OF April 2017 A.D.

_____
NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 4-20-2020

JAVIER GUTIERREZ
Notary Public, State of Texas
Comm. Expires 04-20-2020
Notary ID 130627525

R. Gutierrez Engineering Corporation

Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No.: 486 • SURVEYING FIRM No.: 101650-00

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: 5-02-2017

PROPOSED LUZ & TOMAS SUBDIVISION, PRECINCT No. 3.

ENGINEER: RIO DELTA ENGINEERING DEVELOPER: JAMES H. WATT

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 1 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: WEST OF DOFFING ROAD (F.M. 492) APPROXIMATELY 470 FEET SOUTH OF MILE 6 NORTH ROAD.

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* MISSION *and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 2-27-2017 PROPERTY LIES WITHIN FLOOD ZONE: " X " AS PER FEMA.

DRAINAGE DESIGN: DRAINAGE WILL BE DETAINED WITHIN THE NATURALLY LOW GREEN AREAS OF PROPOSED LOTS.

ROAD R.O.W. DEDICATION: 20.00 FEET ONTO DOFFING ROAD (F.M. 492)

H.C.R.O.W. FINAL APPROVAL DATE: 4-03-2017 By, VICTOR GALLARDO, PCT. 3 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: 4-13-2017 By, ENVIRONMENTAL HEALTH DIVISION MANAGER

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: JOSE ANGEL GONZALEZ

WATER SERVICE PROVIDER: ASUD LINE SIZE: 8" LOCATION: DOFFING ROAD (F.M. 492)

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 4-06-2017 : 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:**$ 1,500.00*** *For:* ☒*OSSF(S)* 1

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: N/A

STAFF RECOMMENDS: ☒ **Final Approval** *with financial guarantee.*

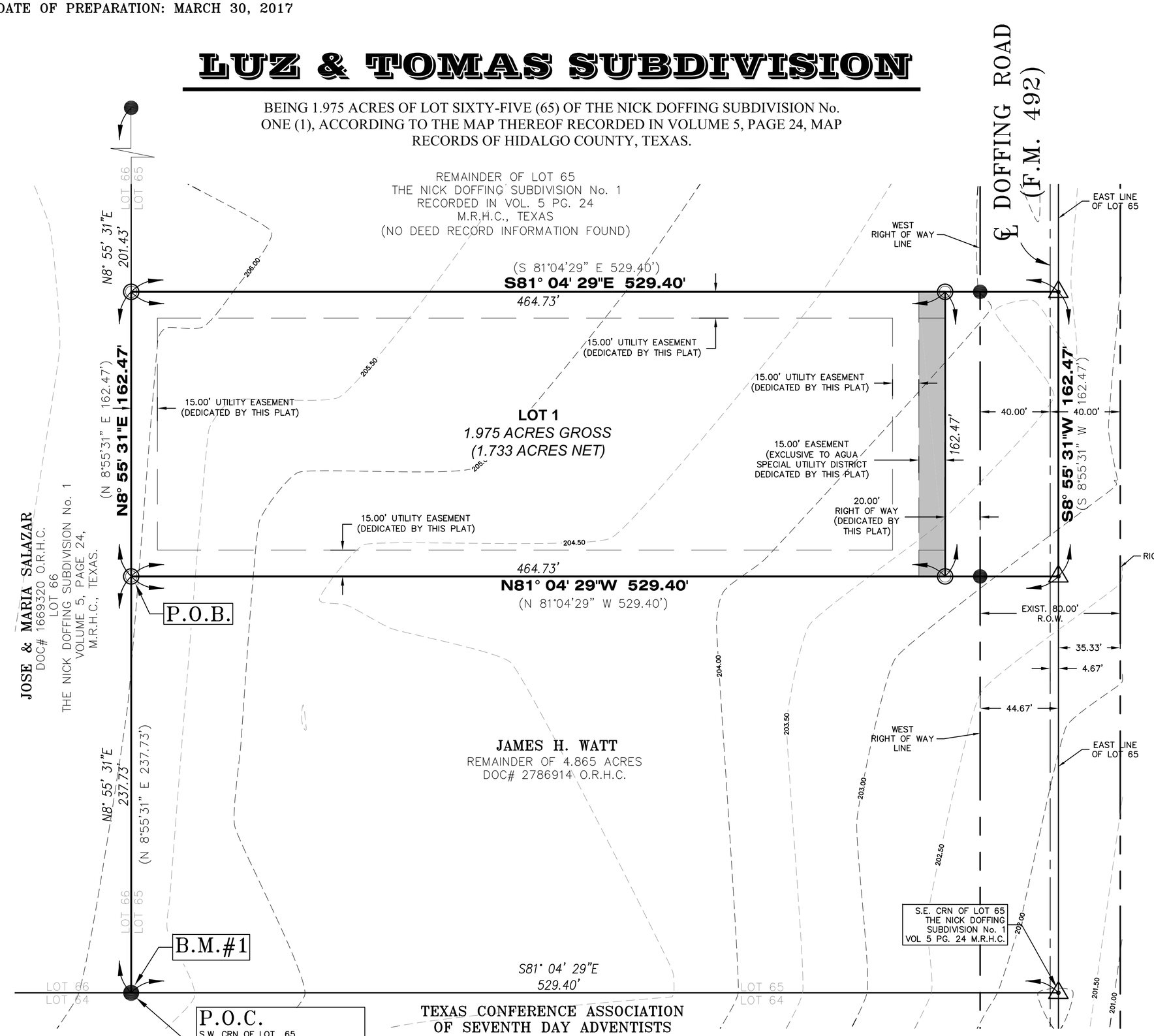
This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

DATE OF PREPARATION: MARCH 30, 2017

LUZ & TOMAS SUBDIVISION

BEING 1.975 ACRES OF LOT SIXTY-FIVE (65) OF THE NICK DOFFING SUBDIVISION No. ONE (1), ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 5, PAGE 24, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



SCALE: 1"=40'
BASIS OF BEARING
TEXAS STATE PLANE
COORDINATES
(NAD 83)

LEGEND

- O – SET 1/2 INCH IRON ROD
- ● – FOUND 1/2 INCH IRON ROD
- M.R.H.C.– MAP RECORDS OF HIDALGO COUNTY
- ℄ – CENTER LINE
- U.E. – UTILITY EASEMENT
- A.S.U.D – AGUA SPECIAL UTILITY DISTRICT
- ⧋ – FOUND COTTON PICKER SPINDLE
- △ – SET COTTON PICKER SPINDLE
- (XXX)– DEED CALL DOC# 2800040 O.R.H.C.
- ( )– MEASURED

METES AND BOUNDS

BEING A 1.975 ACRES TRACT OUT OF LOT SIXTY-FIVE (65) OF THE NICK DOFFING SUBDIVISION No. ONE (1), RECORDED IN VOLUME 5, PAGE 24, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 1.975 ACRES BEING THE SAME LAND DESCRIBED IN A WARRANTY DEED FROM JAMES H. WATT TO TOMAS DE LEON AND WIFE, LUZ DE LEON, DATED MARCH MARCH 24, 2017, RECORDED IN DOCUMENT #2800040, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 1.975 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT AN IRON ROD FOUND, AT THE SOUTHWEST CORNER OF SAID LOT 65, THE SOUTHEAST CORNER OF LOT 66 OF THE SAID NICK DOFFING SUBDIVISION No. ONE (1), AND SAME POINT BEING THE SOUTHWEST CORNER OF A CALLED 4.865 ACRES TRACT DESCRIBED IN A WARRANTY DEED FROM JAMES H. WATT LIVING TRUST TO JAMES H. WATT, DATED FEBRUARY 8, 2017, RECORDED IN DOCUMENT #2786914, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS;

THENCE N 8° 55' 31" E ALONG THE WEST BOUNDARY LINE OF SAID LOT 65, SAME BEING ALONG THE EAST BOUNDARY LINE OF SAID LOT 66, AND SAME BEING ALONG THE WEST BOUNDARY LINE OF THE SAID 4.865 ACRES JAMES H. WATT TRACT, A DISTANCE OF 237.73 FEET TO A 1/2-INCH IRON ROD SET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**;

THENCE N 8°55'31" E CONTINUING ALONG THE WEST LINE OF SAID LOT 65, SAME BEING ALONG THE WEST BOUNDARY LINE OF THE SAID 4.865 ACRES JAMES H. WATT TRACT, FOR A DISTANCE OF 162.47 FEET TO A 1/2"-INCH IRON ROD SET, THE NORTHWEST CORNER OF THE SAID 4.865 ACRES JAMES H. WATT TRACT, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 81°04'29" E ACROSS THE SAID LOT 65, SAME BEING ALONG THE NORTH BOUNDARY LINE OF THE SAID 4.865 ACRES JAMES H. WATT TRACT, PASSING AT A DISTANCE OF 484.73 FEET A CAPPED IRON ROD SET ON THE WEST RIGHT-OF-WAY LINE OF F.M. 492 (DOFFING ROAD), AND CONTINUING FOR A TOTAL DISTANCE OF 529.40 FEET TO A COTTON PICKER SET ON THE EAST LINE OF THE SAID LOT 65, THE NORTHEAST CORNER OF THE SAID 4.865 ACRES JAMES H. WATT TRACT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 8°55'31 W ALONG THE EAST LINE OF SAID LOT 65, SAME BEING PARALLEL TO THE CENTER LINE FOR FM 492 (DOFFING ROAD), AND SAME BEING ALONG THE EAST BOUNDARY LINE OF THE SAID 4.865 ACRES JAMES H. WATT TRACT, A DISTANCE OF 162.47 FEET TO A COTTON PICKER SET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 81°04'29" W, ACROSS LOT 65, PASSING AT A DISTANCE OF 44.67 FEET A CAPPED IRON ROD SET ON THE WEST RIGHT-OF-WAY LINE OF F.M. 492 (DOFFING ROAD), AND CONTINUING FOR A TOTAL DISTANCE OF 529.40 FEET TO THE **POINT OF BEGINNING, SAID TRACT CONTAINING 1.975 ACRES OF LAND, MORE OR LESS, OUT OF WHICH 0.167 ACRES LIES WITHIN THE RIGHT-OF-WAY OF FM 492 (DOFFING ROAD).**

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

AGUA SPECIAL UTILITY DISTRICT CERTIFICATE OF PLAT APPROVAL

I, OSCAR CANCINO, HERBY CERTIFY THAT THE AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE **LUZ & TOMAS SUBDIVISION**, HIDALGO COUNTY, TEXAS. THE AGUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS THAT INCLUDES THIS SUBDIVISION AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS THE AGUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THIS SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

MR. OSCAR CANCINO, P.E. DATE
EXECUTIVE DIRECTOR
AGUA SPECIAL UTILITY DISTRICT

STATE OF TEXAS
COUNTY OF HIDALGO

I KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED, IVAN GARCIA, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF MISSION SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

STATE OF TEXAS
IVAN GARCIA
115662
LICENSED
PROFESSIONAL ENGINEER

IVAN GARCIA, P.E., R.P.L.S. DATE
REG. PROFESSIONAL ENGINEER NO. 115662

STATE OF TEXAS
COUNTY OF HIDALGO

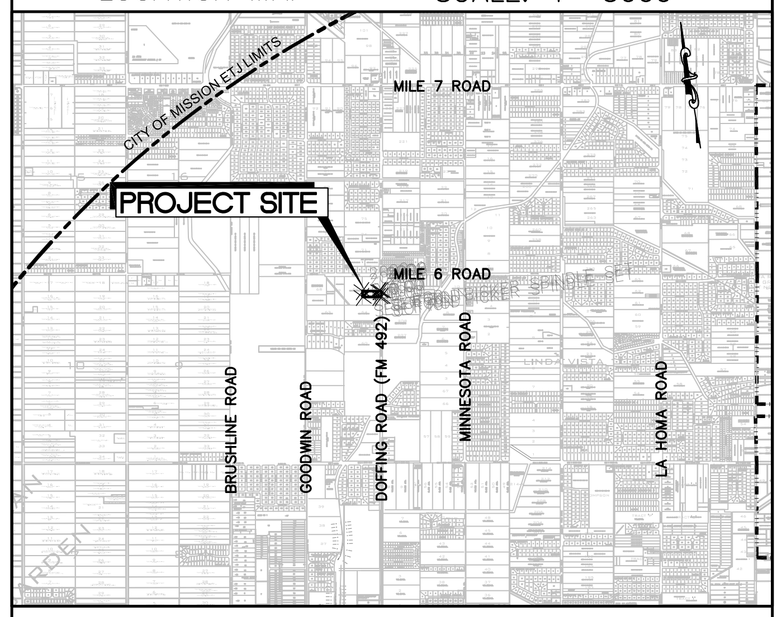
I KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED, IVAN GARCIA, A REGISTERED PROFESSIONAL PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF MISSION SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL
LAND SURVEYOR

IVAN GARCIA, P.E., R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027

LOCATION MAP SCALE: 1"=3000'



LOCATION OF LUZ & TOMAS SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF MUNICIPALITY:

LUZ & TOMAS SUBDIVISION IS LOCATED ON THE WEST SIDE OF DOFFING ROAD (F.M. 492) APPROXIMATELY 470 FEET SOUTH OF 6 MILE ROAD WITHIN THE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION LOCAL GOVERNMENT CODE § 212.001., IN HIDALGO COUNTY PRECINCT 3. THE ESTIMATED POPULATION OF CITY OF MISSION IS 83,394 AS PER THE 2015 UNITED STATES CENSUS BUREAU.

GENERAL NOTES:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: THE SUBDIVISION IS IN ZONE "X" FLOOD INSURANCE RATE, AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN, ACCORDING TO THE FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO.: 480334 0290 D MAP REVISED: JUNE 6, 2000.

2. SETBACKS:
FRONT: 40.00 FEET.
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET 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. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. THERE SHALL BE NO OTHER USE THAN RESIDENTIAL.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF DOFFING FM 492 OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. –>B.M. NO. 1–, ELEV. 205.82 N.G.V.D. 88, DESCRIPTIONS: FOUND 1/2" ROD ON THE SOUTHWEST CORNER OF LOT 65. GPS POINT, GRID COORDINATES N. 16637292.6700, E. 1025232.4520.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1,287.31 CUBIC–FEET OR 0.030 ACRE–FEET OF STORM WATER RUNOFF. RUNOFF WILL BE DETAINED IN DETENTION GREEN AREAS IN THE LOT.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. 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 LOTS 1.

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.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

12. TOMAS DE LEON AND WIFE, LUZ DE LEON, THE OWNERS & SUBDIVIDERS OF THIS SUBDIVISION, RETAIN A BLANKET EASEMENT UPON THE LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13. THE OWNER OF THE LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT WITH REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH, AND RE–GRADING OF ROADSIDE DITCH TO COUNTY SPECIFICATIONS AT THE TIME OF APPLICATION FOR CONSTRUCTION.

14. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON THE LOT MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

15. THE LOT SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.25 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.1.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

WE, **TOMAS DE LEON AND WIFE, LUZ DE LEON,** AS OWNER(S) OF THE **1.975** ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED **LUZ & TOMAS 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; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

TOMAS DE LEON DATE
1611 N. RHODE ISLAND STREET
ALTON, TX 78573

LUZ DE LEON DATE
1611 N. RHODE ISLAND STREET
ALTON, TX 78573

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **TOMAS DE LEON AND WIFE, LUZ DE LEON,** KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2017

NOTARY PUBLIC
COUNTY OF HIDALGO

PRINCIPAL CONTACTS:

	NAME	ADDRESS		PHONE & FAX	
OWNER:	TOMAS DE LEON AND LUZ DE LEON	1611 N. RHODE ISLAND STREET	ALTON, TX 78573	(214) 517–2256	
ENGINEER:	IVAN GARCIA P.E., R.P.L.S. RIO DELTA ENGINEERING	921 S. 10TH ST.	EDINBURG, TX 78539	(956) 380–5152	(956) 380–5083
SURVEYOR:	IVAN GARCIA P.E., R.P.L.S. RIO DELTA ENGINEERING	921 S. 10TH ST.	EDINBURG, TX 78539	(956) 380–5152	(956) 380–5083

CITY OF MISSION CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **LUZ & TOMAS SUBDIVISION,** WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF CITY OF MISSION DATE

ATTEST: CITY SECRETARY DATE

STATE OF TEXAS – CITY OF MISSION PLANNING AND ZONING COMMISSION

THIS PLAT OF **LUZ & TOMAS SUBDIVISION** HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS ____ DAY OF _____, 2017

CHAIRMAN

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **LUZ & TOMAS SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON;_____, _____,

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE §232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE **LUZ & TOMAS SUBDIVISION,** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____,

HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY IRRIGATION DISTRICT No. 6

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 6 ON THIS THE _____ DAY OF _____, 2017.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY 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.

ATTEST: _____
BOARD OF DIRECTORS DATE

BOARD OF DIRECTORS DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

REVISION NOTES TABLE	
DATE	DESCRIPTION

INDEX TO SHEETS OF LUZ & TOMAS SUBDIVISION

SHEET 1: HEADING; INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY OF MISSION APPROVAL CERTIFICATE; HIDALGO COUNTY IRRIGATION DISTRICT No. 6, COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES. H.C.D.D.#1, HCEU.

SHEET 2: FINAL ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER AND ENGINEER'S CERTIFICATIONS, SUBDIVIDER CERTIFICATION, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING. CONSTRUCTION DETAILS.

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F–7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956–380–5152 (FAX) 956–380–5083

DELTA ENGINEERING

DRAWN: OSCAR ALARCON JR.
DESIGN: IVAN GARCIA P.E. R.P.L.S.
CHECKED: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.
SCALE: 1"=50'
DATE: MARCH, 2017

ISSUED FOR: FINAL

PLAT SHEET
LUZ & TOMAS SUBDIVISION
MISSION, TEXAS
HIDALGO COUNTY

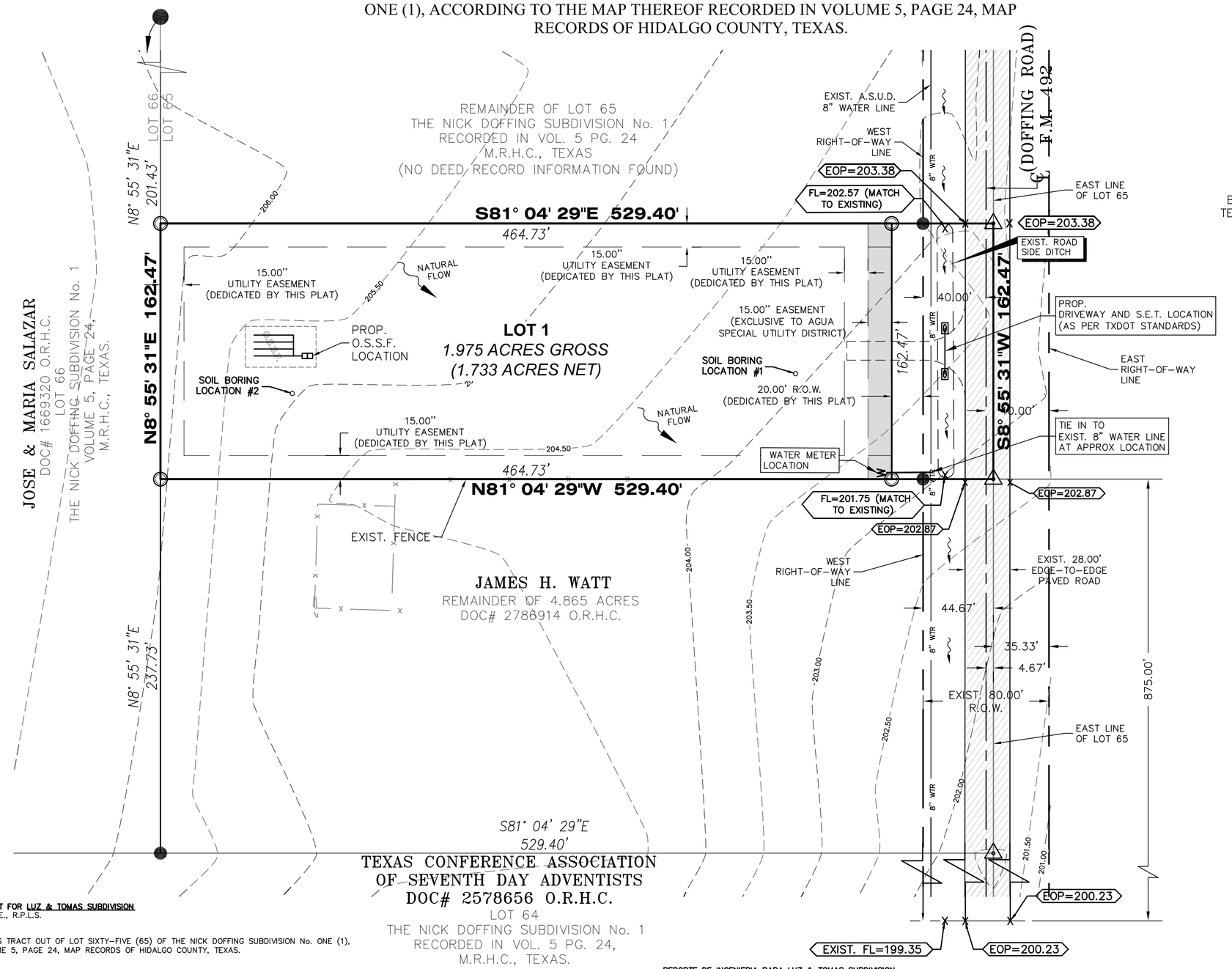
PROJECT: SUB 16 019

PAGE NO. 1 OF 2

DATE OF PREPARATION: MARCH 17, 2017

LUZ & TOMAS SUBDIVISION

BEING 1.975 ACRES OF LOT SIXTY-FIVE (65) OF THE NICK DOFFING SUBDIVISION No. ONE (1), ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 5, PAGE 24, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



SCALE: 1"=50'

BASIS OF BEARING TEXAS STATE PLANE COORDINATES (NAD 83)

LEGEND	
	-POWER POLE
	-FIRE HYDRANT
	-SET IRON ROD
	-IRON ROD FOUND
8" W	-EXIST. 8" WATER LINE
W	-EXIST. WATER SERVICE
X	-EXIST. FENCE LINE

ABBREVIATION LEGEND	
F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
C.P.&L.	CENTRAL POWER & LIGHT CO.
O.R.H.C.	DEED RECORDS OF HIDALGO COUNTY
U.E.	UTILITY EASEMENT
S.W.S.C.	SHARYLAND WATER SUPPLY CORP.
U.E.	UTILITY EASEMENT
O.S.S.F.	ON-SITE SEWAGE FACILITY
B-B	BACK TO BACK
E-E	EDGE TO EDGE
C	CENTER LINE
L	LOT LINE

REVISION NOTES TABLE	
DATE	DESCRIPTION

INDEX TO SHEETS OF LUZ & TOMAS SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; IRRIGATION DISTRICT No. 9, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATION; MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE\ REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DRAINAGE REPORT
LUZ & TOMAS SUBDIVISION

LUZ & TOMAS SUBDIVISION IS A PROPOSED 1 LOT RESIDENTIAL SUBDIVISION, SAME BEING A 1.975 ACRES OF LOT SIXTY-FIVE (65) OF THE NICK DOFFING SUBDIVISION NO. ONE (1), ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 5, PAGE 24, MAP RECORDS, HIDALGO COUNTY, TEXAS. THE LOT WILL BE USED FOR A SINGLE-FAMILY HOUSE.

THE SUBDIVISION IS IN ZONE "X" FLOOD INSURANCE RATE, AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, ACCORDING TO THE FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO.: 480334 0290 D MAP REVISED: JUNE 6, 2000.

ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF 51.6% OF BRENNAN FINE SANDY LOAM, 0 TO 1 PERCENT SLOPES, AND 48.4% OF HIDALGO FINE SANDY LOAM, 0 TO 1 PERCENT SLOPES. THESE SOILS ARE WELL-DRAINED SURFACE RUNOFF IS NEGLIGIBLE, PERMEABILITY IS MODERATELY HIGH TO HIGH, AND THE WATER CAPACITY IS MODERATE. PLEASE SEE THE ATTACHED TABLES FOR THE ENGINEERING, PHYSICAL AND CHEMICAL PROPERTIES OF THESE SOILS.

EXISTING RUNOFF SHEET FLOWS OVERLAND IN A SOUTHEASTERLY DIRECTION VIA A ROADSIDE DITCH, TO THE ORIGINAL-1997-TCB DRAIN DITCH, THAT CONVEYS WEST MAIN DRAIN III, WITH FINAL OUTFALL AT THE LAGUNA MADRE. USING THE RATIONAL METHOD, WE HAVE DETERMINED THAT A 10-YR RAINFALL EVENT WILL GENERATE APPROXIMATELY 2.89 CFS OF STORM RUNOFF. WE HAVE ALSO USED THE RATIONAL METHOD TO DETERMINE THAT THE IMPROVED SITE WILL GENERATE AN ESTIMATED 4.14 CFS OF RUNOFF 25-YR RAINFALL EVENTS RESPECTIVELY.

IN ACCORDANCE WITH THE COUNTY'S DRAINAGE REQUIREMENTS, WE HAVE CALCULATED THAT APPROXIMATELY A TOTAL OF 1,287.31 CF OR 0.030 AC-FT, WILL NEED TO BE DETAINED ONSITE FOR THE COMPLETE DEVELOPMENT OF THE SUBDIVISION FOR A 25 YEAR STORM. STORM WATER WILL BE DETAINED IN THE GREEN AREAS OF THE PROPOSED LOTS AND BY RE-GRADING AND EXCAVATING THE EXISTING ROADSIDE DITCH ALONG THE FRONTAGE OF THE PROPERTY, WITH OVERFLOW IN A SOUTHEASTERLY DIRECTION TO THE ORIGINAL-1997-TCB DRAIN DITCH, WHICH CONVEYS TO THE WEST MAIN DRAIN III, WITH FINAL OUTFALL AT THE LAGUNA MADRE. TABLES, AND CALCULATIONS, ARE ATTACHED.

IVAN GARCIA, P.E., R.P.L.S. — DATE

STATE OF TEXAS
IVAN GARCIA
115662
LICENSED PROFESSIONAL ENGINEER

RECONSTRUCTION OF ROAD SIDE DITCH
N.T.S.

SINGLE WATER SERVICE CONNECTION

NOT TO SCALE
AGUA SPECIAL UTILITIES DISTRICT
STANDARDS MANUAL
SINGLE WATER SERVICE CONNECTION

ENGINEERING REPORT FOR LUZ & TOMAS SUBDIVISION
BY IVAN GARCIA, P.E., R.P.L.S.

LEGAL DESCRIPTION
BEING A 1.97 ACRES TRACT OUT OF LOT SIXTY-FIVE (65) OF THE NICK DOFFING SUBDIVISION No. ONE (1), RECORDED IN VOLUME 5, PAGE 24, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

PROPOSED USE
THE PROPOSED USE FOR THIS SUBDIVISION IS SINGLE FAMILY RESIDENTIAL.

WATER SUPPLY AND DISTRIBUTION

LUZ & TOMAS SUBDIVISION WILL BE PROVIDED WATER SERVICE BY AGUA SPECIAL UTILITY DISTRICT (A.S.U.D.). THE DEVELOPER AND A.S.U.D. HAVE ENTERED INTO A CONTRACT WHEREBY A.S.U.D. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. A.S.U.D. HAS PROVIDED DOCUMENTATION THAT SUFFICIENTLY ESTABLISHES THE LONG-TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLY NEEDED TO SERVE THE FULL DEVELOPMENT.

A.S.U.D. HAS AN EXISTING 8" WATER LINE THAT RUNS ON THE WEST RIGHT OF WAY OF FM 492 (DOFFING ROAD). CONSTRUCTION FOR LOT 1 CONSISTS OF A NEW INDIVIDUAL WATER SERVICE CONNECTION AND WATER METER FROM THE SAID 8" WATER LINE. THE WATER SERVICE WILL BE CONSTRUCTED AS PER A.S.U.D. REQUIREMENTS AND SPECIFICATIONS. (1) 3/4" DIAMETER SINGLE SHORT SERVICE LINE THAT RUNS TO LOT 1. SAID SERVICE TERMINATE'S AT THE UTILITY EASEMENT FOR THE LOT. THE COST FOR THE CONSTRUCTION OF THE WATER SYSTEM TO THIS SUBDIVISION IS ESTIMATED TO BE **$ 2,545.00** . THE OWNER OF THIS DEVELOPMENT WILL PAY WATER TAP FEES, WHICH INCLUDE THE WATER METER INSTALLATION AND INSPECTION FEES, TO A.S.U.D., A TOTAL OF **$ 495.00** . AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUMS REPRESENT SAID INSTALLATIONS, ACQUISITION FEES, AND ALL OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO A.S.U.D. THE OWNER WILL ALSO PAY A.S.U.D. A TOTAL **$ 2,050.00** FOR WATER RIGHTS AND IMPACT FEES.

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES

SEWAGE FROM LUZ & TOMAS SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON LOT 1. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. THE LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

SOIL EVALUATION REPORT:

THE LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE, ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF 51.6% OF BRENNAN FINE SANDY LOAM, 0 TO 1 PERCENT SLOPES, AND 48.4% OF HIDALGO FINE SANDY LOAM, 0 TO 1 PERCENT SLOPES. THESE SOILS ARE WELL-DRAINED SURFACE RUNOFF IS NEGLIGIBLE, PERMEABILITY IS MODERATELY HIGH TO HIGH, AND THE WATER CAPACITY IS MODERATE. THE SOIL IS A UNIFORM SANDY LOAM EXTENDING THE BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS **$1,500.00**, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIERS CHECK OR PERSONAL CHECK) REPRESENTING A 'CASH DEPOSIT' TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $1,500.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON THE LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

ENGINEER CERTIFICATION:

I CERTIFY THAT THE WATER AND SANITARY SEWER SYSTEM FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL SUBDIVISION RULES ADOPTED UNDER SECTION 16.343, WATER CODE.

I CERTIFY THAT THE COSTS FOR THE CONSTRUCTED WATER AND SANITARY SEWER FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES
THESE FACILITIES WILL HAVE A TOTAL COST OF **$ 2,545.00** . THE OWNER OF THIS DEVELOPMENT WILL PAY WATER TAP FEES, WHICH INCLUDE THE WATER METER INSTALLATION AND INSPECTION FEES, TO A.S.U.D., A TOTAL OF **$495.00** AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUMS REPRESENT SAID INSTALLATIONS, ACQUISITION FEES, AND ALL OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO A.S.U.D. THE OWNER WILL ALSO PAY A.S.U.D. A TOTAL **$ 2,050.00** FOR WATER RIGHTS AND IMPACT FEES.

SANITARY SEWER FACILITIES
THE ESTIMATED COST FOR THE CONSTRUCTION OF THE SEPTIC SYSTEM TO THIS SUBDIVISION WILL BE **$1,500.00**.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED FOR A TOTAL OF **$1,500.00** FOR THE ENTIRE SUBDIVISION.

IVAN GARCIA, P.E., R.P.L.S. — DATE

STATE OF TEXAS
IVAN GARCIA
115662
LICENSED PROFESSIONAL ENGINEER

REPORTE DE INGENIERIA PARA LUZ & TOMAS SUBDIVISION
IVAN GARCIA, P.E., R.P.L.S.

ABASTECIMIENTO DE AGUA POTABLE: DESCRIPCION, COSTO, Y FECHA DE OPERACION

LUZ & TOMAS SUBDIVISION RECIBIRA SERVICIO DE AGUA POTABLE DE AGUA SPECIAL UTILITY DISTRICT (A.S.U.D.). Y HA PROMETIDO, POR MEDIO DE UN CONTRATO, PROPORCIONAR SUFICIENTE AGUA PARA SERVIR LA SUBDIVISION POR NO MENOS DE UN PERIODO DE TRENTA (30) AÑOS. A.S.U.D. HA PRESENTADO LA DOCUMENTACION SUFICIENTE PARA ESTABLECER A LARGO PLAZO, LA CANTIDAD Y CALIDAD DE AGUA POTABLE DISPONIBLE NECESARIA PARA EL DESAROLLO COMPLETO DE ESTA SUBDIVISION.

A.S.U.D. TIENE UNA TUBERIA EXISTENTE DE AGUA DE OCHO (8") PULGADAS LOCALIZADA AL LADO ESTE DE (DOFFING ROAD). LOTE UNO (1) CONSISTIRA DE UNA CONSTRUCCION DE UN SERVICIO DE AGUA Y UN MEDIDOR DE AGUA DE LA TUBERIA DE OCHO (8") PULGADAS. EL COSTO DE INSTALACION DEL SISTEMA DE DISTRIBUCION DE AGUA POTABLE DE LUZ & TOMAS SUBDIVISION SE ESTIMA DE **$2,545.00** A UN COSTO TOTAL. EL DUEÑO DE LA SUBDIVISION VA PAGAR LOS CARGOS POR CONECCION DE AGUA, LOS CUALES INCLUYEN LA INSTALACION DEL MEDIDOR DE AGUA Y LAS TARIFAS DE INSPECCION DE A.S.U.D., POR UN TOTAL DE **$ 495.00** POR MUCHO LO ESTABLECIDO EN EL CONTRATO DE SERVICIO DE AGUA DE 30 AÑOS QUE IMPORTES REPRESENTAN DICHAS INSTALACIONES, HONORARIOS DE ADQUISICION Y TODOS LOS OTROS CARGOS RELACIONADOS CON CONEXION DE LOS LOTES INDIVIDUALES EN EL DESARROLLO DE A.S.U.D. EL DUEÑO TAMBIEN PAGARA A.S.U.D. UN TOTAL DE **$ 2,050.00** PARA LOS DERECHOS DE AGUA Y IMPACT FEES.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. 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) SEGÓN EL REPORTE.

EL LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE, ACORDE CON EL REPORTE DE SUELOS PREPARADO PARA EL CONDADO DE HIDALGO POR EL SOIL CONSERVATION SERVICE DE U.S.D.A., EL SITIO CONSISTE DE 51.69% DE BRENNAN FINE SANDY LOAM, CON PENDIENTES DE 0 A 1%, Y 48.4% DE HIDALGO FINE SANDY LOAM. ESTAS TIERRAS SON DE BUEN-DRENAJE, ESCORRENTÍA SUPERFICIAL ES MINIMA, PERMEABILIDAD ES MODERADAMENTE ALTA A ALTA, Y LA CAPACIDAD PARA ABSORBER AGUA ES MODERADA. LA TIERRA CONSISTE DE UNA CAPA UNIFORME DE SANDY LOAM QUE SE EXTIENDE BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON 1,500.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL.

CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERA ADECUADA CON DESEMPEÑO EN FORMA DE UN (CHEQUE DE CAJEROS O CHEQUE PERSONAL) REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE $1,500.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALACIÓN DE UN SISTEMA SEPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUCCION PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS COSTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

SISTEMA DE AGUA
EL SISTEMA DE DISTRIBUCION DE AGUA ESTA COMPLETAMENTE CONSTRUIDO EXCEPTO POR LA INSTALACION DE LOS MEDIDOR DE AGUA CON UN COSTO TOTAL DE **$ 2,545.00** . EL DUEÑO DE LA SUBDIVISION HA PAGADO LOS CARGOS POR CONECCION DE AGUA, LA CUAL INCLUYE LA INSTALACION DEL MEDIDOR DE AGUA Y LAS TARIFAS DE INSPECCION DE A.S.U.D., POR UN TOTAL DE **$ 495.00** . EL DUEÑO TAMBIEN HA PAGADO A A.S.U.D. UN TOTAL DE **$ 2,050.00** . PARA LOS DERECHOS DE AGUA Y IMPACT FEES.

SISTEMA DE AGUAS RESIDUALES
EL COSTO DE CONSTRUCION DEL SYSTEMA DE AGUAS RESIDUALES FUE DE **$ 1,500.00** . EL DUEÑO HA PAGADO A A.S.U.D. LOS CARGOS DE CONNECION DE AGUAS RESIDUALES; UN TOTAL DE **$ 1,500.00**.

I, IVAN GARCIA, HEREBY ACKNOWLEDGE THAT THE ABOVE TRANSLATION FROM ENGLISH TO SPANISH, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

OSSF – FINANCIAL GUARANTEE OF PERFORMANCE

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.-WE, **TOMAS DE LEON AND WIFE, LUZ DE LEON,** SUBDIVIDER(S) OF LUZ & TOMAS SUBDIVISION HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & 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.

TOMAS DE LEON
OWNER

LUZ DE LEON
OWNER

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **TOMAS DE LEON AND WIFE, LUZ DE LEON** KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) 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
MY COMSTUART EXPIRES_____

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

ISSUED FOR:
FINAL

UTILITY & DRAINAGE LAYOUT
LUZ & TOMAS SUBDIVISION
MISSION, TEXAS
HIDALGO COUNTY

DRAWN: OSCAR ALARCON JR./ABRAHAM JAIMES
DESIGN: IVAN GARCIA P.E. R.P.L.S.
CHECKED: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.
SCALE: 1"=50'
DATE: MARCH, 2017

PROJECT: SUB 16 019

PAGE NO.
2 OF 2

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: 5-02-2017

PROPOSED SOL SUBDIVISION, PRECINCT No. 1.

ENGINEER: RIO DELTA ENGINEERING DEVELOPER: LUIS GARCIA

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 12 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: SOUTH WEST CORNER OF MILE 4 NORTH ROAD AND MILE 2 EAST ROAD.

SUBDIVISION LIES WITHIN THE: ☒ *THE RURAL AREA OF THE COUNTY.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 7/15/2015 PROPERTY LIES WITHIN FLOOD ZONE: " C " AS PER FEMA.

DRAINAGE DESIGN: DRAINAGE WILL BE PROVIDED BY RE-CONSTRUCTING THE ROAD SIDE DITCHES FOR MILE 4 NORTH ROAD AND MILE 2 EAST ROAD. DETENTION WILL BE PROVIDED BY DRAIN DITCH ALONG THE SOUTH SIDE OF THE PROPERTY.

ROAD R.O.W. DEDICATION: 30 FEET ONTO MILE 4 NORTH ROAD AND 20 FEET ONTO MILE 2 EAST.

H.C.R.O.W. FINAL APPROVAL DATE: 2/06/2017 By, DANNY GUZMAN, PCT. 1 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: 3/27/2017 BY, ENVIRONMENTAL HEALTH DIVISION

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: JOSE A. GONZALEZ

WATER SERVICE PROVIDER: MHWSC LINE SIZE: 6" LOCATION: MILE 4 NORTH ROAD.

H.C.O.E.C. FINAL APPROVAL DATE: 2/02/2017 : 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:**$ 18,000.00** For:* ☒*OSSF(S) 12*

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: SEPTEMBER 09, 2015

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

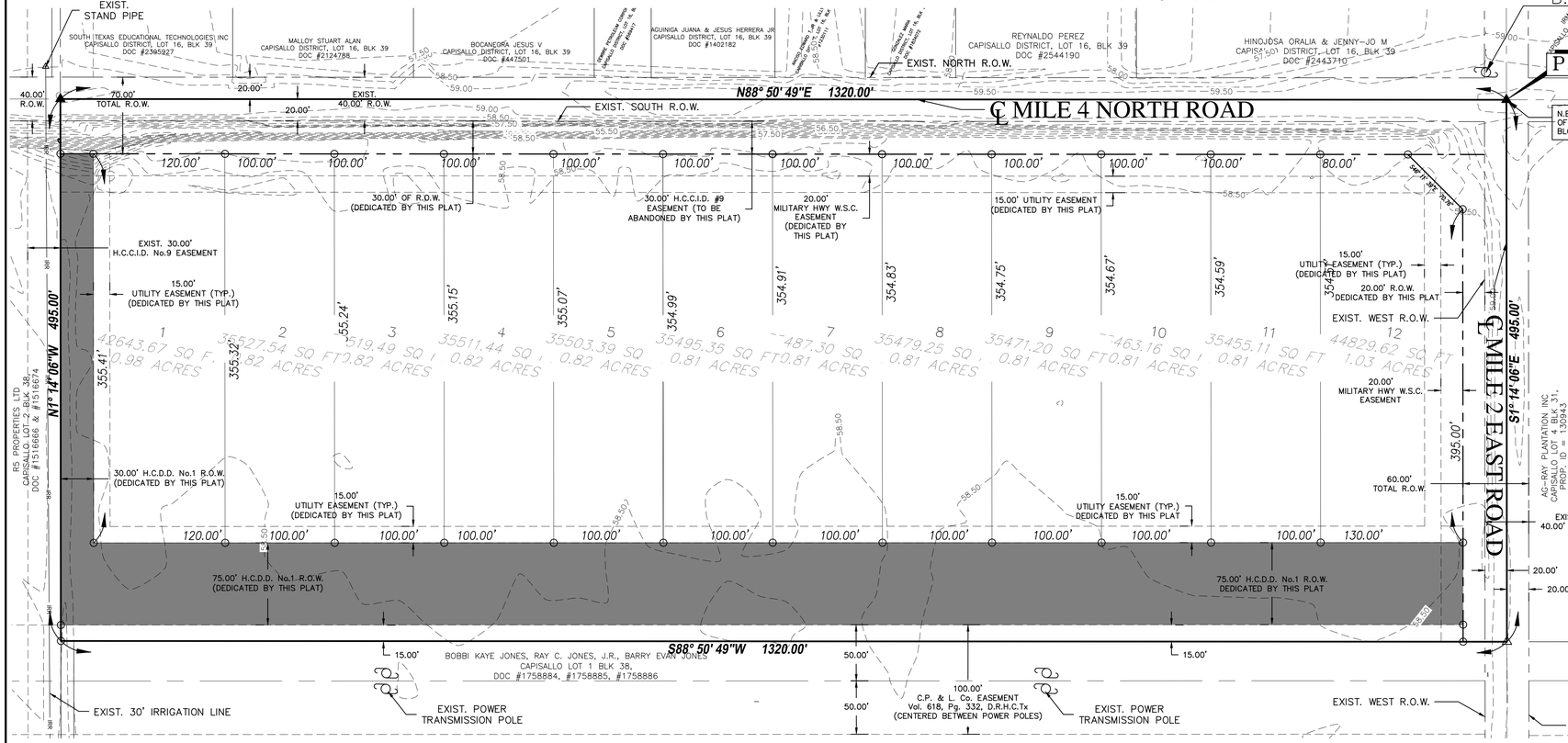
☒ **Final Approval** *with financial guarantee.*

* *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.*

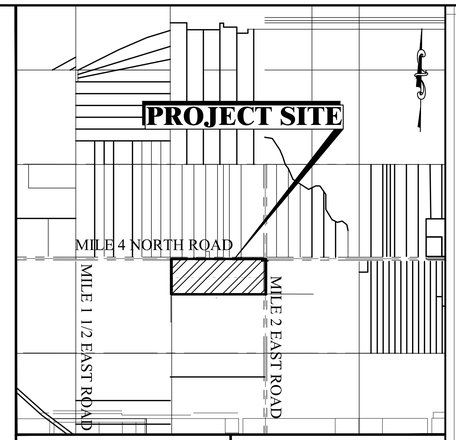
DATE OF PREPARATION: MARCH 20, 2017

SOL SUBDIVISION

BEING 15.0 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING THE NORTH 15.00 ACRES OF LOT 1, BLOCK 38, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME "P" PAGES 226 AND 227 DEED RECORDS OF HIDALGO COUNTY, TEXAS.



SCALE: 1"=60'
BEARING BASIS
TEXAS STATE PLANE
COORDINATES
(NAD 83)



LOCATION MAP | SCALE: 1"= 1000'

LOCATION OF SOL SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF MUNICIPALITY:

SOL SUBDIVISION IS LOCATED ON THE SOUTH WEST CORNER OF MILE 4 NORTH ROAD AND MILE 2 EAST ROAD, IN HIDALGO COUNTY, TEXAS, PRECINCT 1.

LEGEND

△	– SET C-P-S
▲	– FD. C-P-S
○	– SET 1/2" IRON ROD
●	– FD. 1/2" IRON ROD
◉	– FD. 5/8" IRON ROD
⊙	– FD. 60-D NAIL
⊘	– SET PK NAIL
▫	– STORM INLET
ø	– POWER POLE
H	– FIRE HYDRANT
○	– IRR. STAND PIPE
—X—	– CHAIN LINK FENCE
⊛	– EXIST. WATER METER
⊗	– GAS SPOTTING
⊕	– TELEPHONE PEDESTAL
○-	– POWER POLE
▲	– TRAFFIC SIGN

ABBREVIATION LEGEND

F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
C.P.&L.	CENTRAL POWER & LIGHT CO.
D.R.H.C.	DEED RECORDS OF HIDALGO COUNTY
U.E.	UTILITY EASEMENT
M.H.W.S.C.	MILITARY HWY WATER SUPPLY CORP.
U.E.	UTILITY EASEMENT
O.S.S.F.	ON-SITE SEWAGE FACILITY
CL	CENTER LINE
LL	LOT LINE
H.C.D.D. #1	HIDALGO COUNTY DRAINAGE DIST. #1
H.C.C.I.D.#9	HIDALGO AND CAMERON COUNTIES IRRIGATION DIST. #9

OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO

I LUIS GARCIA AS THE OWNER (S) OF THE 15.0 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SOL 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 SCEPTIC TANKS MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS AND;
(D) GAS CONNECTIONS IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS, I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

LUIS F. GARCIA (PRESIDENT) DATE
FENECH SOLE, LLC
3113 S. 6TH LANE
MCALLEN, TEXAS 78503

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LUIS F. GARCIA, (PRESIDENT) KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF _____, 2017.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES ____-____-____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SOL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON THIS ____ DAY OF _____, 20____

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SOL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS ____ DAY OF _____, 20____

HIDALGO COUNTY JUDGE DATE

ATTEST:

HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT APPROVED BY THE HIDALGO COUNTY AND CAMERON COUNTIES IRRIGATION DISTRICT # 9, DATED THIS _____ DAY OF _____ 20___

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No.9 RIGHT-OF-WAYS AND /OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. H.C.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITH IN THIS SUBDIVISION. AS WELL, H.C.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITH IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
4. H.C.C.I.D. #9 HAS NOT INTERVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER DATE
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No.9

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
MILITARY HIGHWAY WATER SUPPLY CORPORATION

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SOL SUBDIVISION WAS REVIEWED AND APPROVED BY MILITARY HIGHWAY WATER SUPPLY CORPORATION, DATED THIS _____ DAY OF _____, 20____

RAMON ROSALES JR. DATE
GENERAL MANAGER

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

IVAN GARCIA P.E. R.P.L.S. DATE
REG. PROFESSIONAL ENGINEER NO. 115662

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 CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MERCEDES AND HIDALGO COUNTY, TEXAS.

IVAN GARCIA, P.E., R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027

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. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C" (NO SHADE)

ZONE "C" AREAS (NO SHADE), AREAS OF MINIMAL FLOODING ACCORDING TO COMMUNITY-PANEL NO. 480334 0525B, REVISED JANUARY 2, 1981.

2. SETBACKS:
FRONT: 50.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 30.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 20.00 FEET FOR LOT 12

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. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. ANY OTHER USE SHALL REQUIRE HEALTH, PLANNING AND FIRE MARSHALL APPROVAL.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF MILE 4 NORTH ROAD. OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
—>B.M. NO. 1—, ELEV. 60.11 N.G.V.D. 88, DESCRIPTIONS: TOP OF RAILROAD SPIKE NEAR POWER POLE FOUND 30' NORTHWEST FROM THE NORTHEAST CORNER OF THIS SUBDIVISION. GPS POINT, GRID COORDINATES N 1188631.51, E 1656712S.03.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 11.885 CUBIC-FEET OR 0.273 ACRE-FEET OF STORM WATER RUNOFF. RUNOFF WILL BE DETAINED IN DETENTION GREEN AREAS IN THE LOTS.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

A. OSSF SYSTEMS ARE 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 SYSTEMS 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.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

12. FENECH SOLE, LLC (LUIS GARCIA), THE OWNERS & SUBDIVIDERS OF THIS SUBDIVISION, RETAIN A BLANKET EASEMENT UPON THE LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13. THE OWNER OF THE LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT WITH REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH, AND RE-GRADING OF ROADSIDE DITCH TO COUNTY SPECIFICATIONS AT THE TIME OF APPLICATION FOR CONSTRUCTION.

14. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON THE LOT MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

15. THE LOT SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.25 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.1.

METES AND BOUNDS:

BEING A 15.00 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, SAME BEING THE NORTH 15.00 ACRES OF LOT 1, BLOCK 38, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME "P" PAGES 226 AND 227, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 15.00 ACRES TRACT BEING THE SAME LAND DESCRIBED AS "TRACT I" IN A WARRANTY DEED SUBJECT TO DEBT FROM SOLORGANICS, LLC TO FRENCH SOLE, LLC, DATED OCTOBER 1, 2014, RECORDED IN DOCUMENT#2552427, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 15.00 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 1°14'06" EAST, A DISTANCE OF 495.00 FEET, WITH THE EAST LINE OF SAID LOT 1 AND WITH THE CENTERLINE OF MILE 2 EAST ROAD TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 88°50'49" WEST, WITH A LINE THAT IS PARALLEL TO THE NORTH LINE OF SAID LOT 1, AT A DISTANCE OF 20.00 FEET PASSING THE WEST RIGHT OF WAY LINE OF SAID MILE 2 AND CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 1°14'06" WEST, WITH THE WEST LINE OF SAID LOT 1, PASSING THE SOUTH ROW LINE OF MILE 4 N AT 475.00 FEET CONTINUING FOR A TOTAL DISTANCE OF 495.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 88°50'49" EAST, A DISTANCE OF 1320.00 FEET, WITH THE NORTH LINE OF SAID LOT 1, AND WITH THE CENTERLINE OF MILE 4 NORTH ROAD TO THE POINT OF BEGINNING, CONTAINING 15.00 ACRES OF LAND, MORE OR LESS, OUT OF WHICH 1.95 ACRES LIES WITHIN THE RIGHT-OF-WAY OF MILE 4 NORTH ROAD AND MILE 2 EAST ROAD, 2.45 ACRES LIES WITHIN THE H.C.D.D. #1 RIGHT-OF-WAY AND 0.44 ACRES LIES WITHIN A CALLED EASEMENT AND RIGHT-OF-WAY FROM CHARLES H. HODGE ET UX. TO CENTRAL POWER AND LIGHT COMPANY, DATED MAY 5, 1947, RECORDED IN VOLUME 618, PAGE 332, DEED RECORDS OF HIDALGO COUNTY TEXAS, .

PRINCIPAL CONTACTS:

NAME		ADDRESS			PHONE & FAX	
OWNER(S): FENECH SOLE, LLC (LUIS GARCIA)		3113 S. 6TH LANE	MCALLEN, TX	78503	(956) 802-8404	
SURVEYOR: IVAN GARCIA	P.E., R.P.L.S.	921 S. 10TH AVENUE	EDINBURG, TX.	78539	(956) 380-5152	(956) 380-5083
ENGINEER: IVAN GARCIA	P.E., R.P.L.S.	921 S. 10TH AVENUE	EDINBURG, TX.	78539	(956) 380-5152	(956) 380-5083

REVISION NOTES TABLE

DATE	DESCRIPTION

INDEX TO SHEETS OF SOL SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; IRRIGATION DISTRICT No. 9, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATION.

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE\ REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DRAWN: OSCAR ALARCON JR./ABRAHAM JAIMES
DESIGN: IVAN GARCIA P.E., R.P.L.S.
CHECKED: IVAN GARCIA P.E., R.P.L.S.
SURVEYOR: IVAN GARCIA P.E., R.P.L.S.
SCALE: 1"= 60'
DATE: MARCH 20, 2017

ISSUED FOR: FINAL

PLAT SHEET
SOL SUBDIVISION
MERCEDES, TEXAS
HIDALGO COUNTY

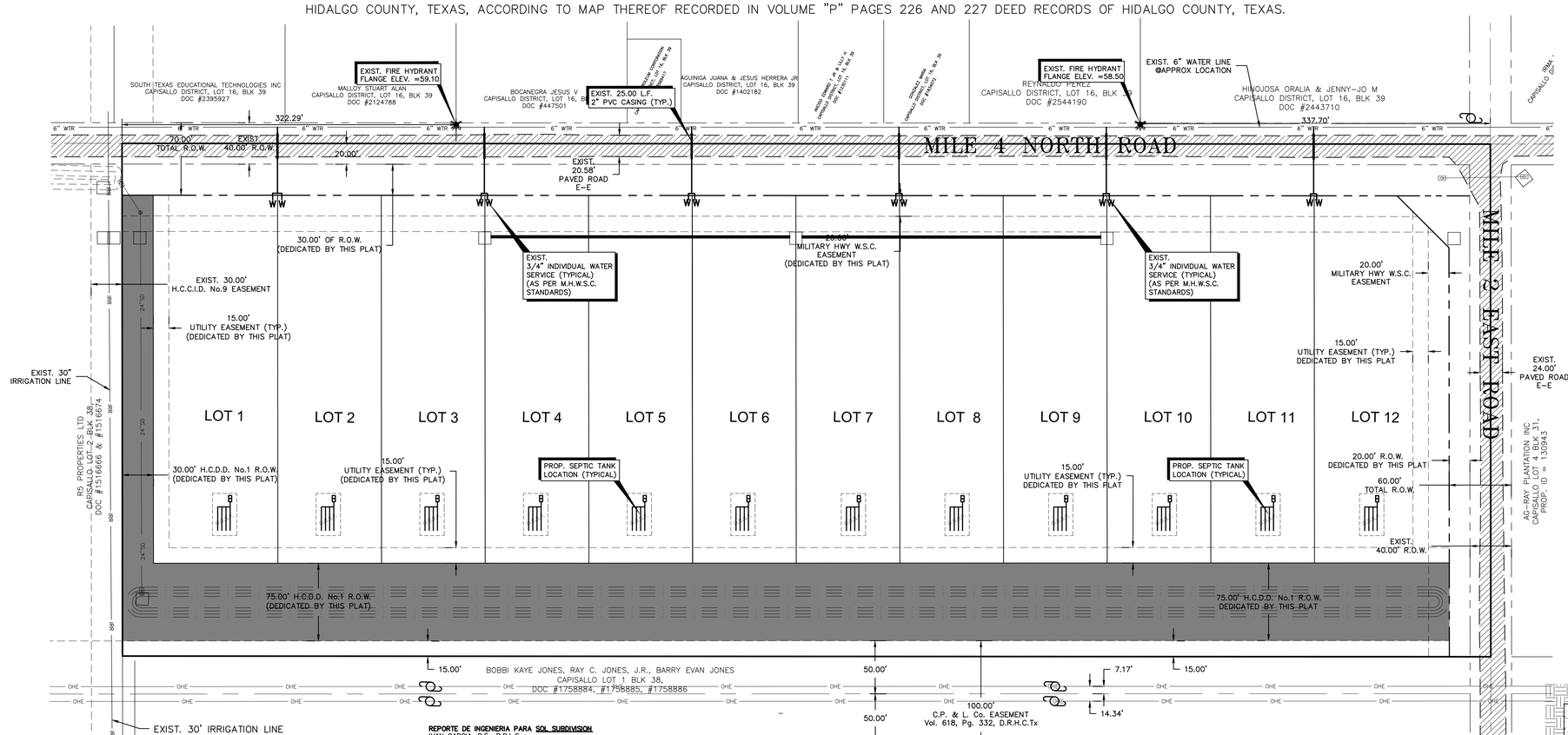
PROJECT: SUB 14 011

PAGE NO: 1 OF 3

DATE OF PREPARATION: MARCH 20, 2017

SOL SUBDIVISION

BEING 15.0 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING THE NORTH 15.00 ACRES OF LOT 1, BLOCK 38, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME "P" PAGES 226 AND 227 DEED RECORDS OF HIDALGO COUNTY, TEXAS.



ENGINEERING REPORT FOR SOL SUBDIVISION
BY IVAN GARCIA, P.E., R.P.L.S.

LEGAL DESCRIPTION
BEING 15.0 ACRES OF LAND AND BEING THE NORTH 15.0 ACRES OF LOT 1, BLOCK 38, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS.

PROPOSED USE
THE PROPOSED USE FOR THIS SUBDIVISION IS 12 LOTS FOR RESIDENTIAL PURPOSES.

WATER SUPPLY AND DISTRIBUTION

THIS SUBDIVISION WILL BE PROVIDED WATER SERVICE BY MILITARY HIGHWAY WATER SUPPLY CORPORATION. THE DEVELOPER AND THE M.H.W.S.C. HAVE ENTERED INTO A CONTRACT WHEREBY M.H.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. M.H.W.S.C. HAS PROVIDED DOCUMENTATION THAT SUFFICIENTLY ESTABLISHES THE LONG-TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLY NEEDED TO SERVE THE FULL DEVELOPMENT.

M.H.W.S.C. HAS AN EXISTING 6" WATER LINE THAT RUNS ON THE NORTH RIGHT OF WAY OF MILE 4 NORTH ROAD. EACH LOT HAS BEEN PROVIDED AN INDIVIDUAL WATER SERVICE CONNECTION FROM SAID EXISTING WATER LINE. THE WATER SERVICES WERE CONSTRUCTED AS PER M.H.W.S.C. REQUIREMENTS AND SPECIFICATIONS. WATER DISTRIBUTION FOR THE SOL SUBDIVISION CONSISTS OF A TOTAL OF 2 FIRE HYDRANTS, (12) 3/4" DIAMETER SINGLE LONG SERVICE LINES THAT RUN TO THE LOTS. SAID SERVICES TERMINATE AT THE UTILITY EASEMENT FOR EACH LOT. ONE OF THE FIRE HYDRANTS IS INSTALLED APPROXIMATELY 337.70 FEET WEST FROM THE INTERSECTION OF MILE 4 NORTH AND MILE 2 EAST ROAD AND THE OTHER ONE IS APPROXIMATELY 322.29 FEET EAST FROM THE NORTHWEST CORNER OF LOT 1. THE COST FOR THE CONSTRUCTION OF THE WATER SYSTEM TO THIS SUBDIVISION IS ESTIMATED TO BE **$24,530.00**, AT A COST PER LOT OF **$2,044.17**. THE OWNER OF THIS DEVELOPMENT WILL PAY WATER SERVICE FEES, WHICH INCLUDE THE WATER METER INSTALLATION, INSPECTION FEES, MEMBERSHIP FEES, ADMINISTRATIVE REVIEW FEES, WATER CAPITAL IMPROVEMENT FEES AND WATER DEVELOPMENT FEES TO M.H.W.S.C., A TOTAL OF **$ 11,429.00**, AT A COST OF **$ 952.42** PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUMS REPRESENT SAID INSTALLATIONS, ACQUISITION FEES, AND ALL OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO M.H.W.S.C.

SOIL EVALUATION REPORT:

THE LOTS IN THE PROPOSED SUBDIVISION ARE AT LEAST 1 ACRE IN SIZE. ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF 100% OF HARLINGEN CLAY, WITH 0 TO 1 % SLOPES. THESE SOILS ARE MODERATELY WELL-DRAINED, SURFACE RUNOFF IS HIGH, PERMEABILITY IS VERY LOW TO MODERATELY LOW, AND THE WATER CAPACITY IS LOW. THE SOIL IS A UNIFORM CLAY EXTENDING THE BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DOES NOT DRAIN WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS **$1,500.00**, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIERS CHECK OR PERSONAL CHECK) REPRESENTING A 'CASH DEPOSIT' TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF **$18,000.00**, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATIONS:

I CERTIFY THAT THE WATER AND SANITARY SEWER SYSTEM FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL SUBDIVISION RULES ADOPTED UNDER SECTION 16.343, WATER CODE.

I CERTIFY THAT THE COSTS FOR THE CONSTRUCTED WATER AND SANITARY SEWER FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES
THESE FACILITIES WILL HAVE A TOTAL COST OF **$24,530.00**, AT A COST PER LOT OF **$2,044.17**. THE OWNER OF THIS DEVELOPMENT WILL PAY WATER SERVICE FEES, WHICH INCLUDE THE WATER METER INSTALLATION, INSPECTION FEES, MEMBERSHIP FEES, ADMINISTRATIVE REVIEW FEES, WATER CAPITAL IMPROVEMENT FEES AND WATER DEVELOPMENT FEES TO M.H.W.S.C., A TOTAL OF **$ 11,429.00**, AT A COST OF **$ 952.42** PER LOT.

SANITARY SEWER FACILITIES
THE ESTIMATED COST FOR THE CONSTRUCTION OF THE SEPTIC SYSTEM TO THIS SUBDIVISION WILL BE **$18,000.00**, AT COST PER LOT OF **$1,500.00**.

IVAN GARCIA, P.E., R.P.L.S. _____ DATE

REPORTE DE INGENIERIA PARA SOL SUBDIVISION
IVAN GARCIA, P.E., R.P.L.S.

ABASTECIMIENTO DE AGUA POTABLE: DESCRIPCION, COSTO, Y FECHA DE OPERACION

SOL SUBDIVISION RECIBIRA SERVICIO DE AGUA POTABLE DE MILITARY HIGHWAY WATER SUPPLY CORPORATION Y HA PROMETIDO, POR MEDIO DE UN CONTRATO, PROPORCIONAR SUFICIENTE AGUA PARA SERVIR LA SUBDIVISION POR NO MENOS DE UN PERIODO DE TREINTA (30) AÑOS. M.H.W.S.C. HA PRESENTADO LA DOCUMENTACION SUFICIENTE PARA ESTABLECER A LARGO PLAZO, LA CANTIDAD Y CALIDAD DE AGUA POTABLE DISPONIBLE NECESARIA PARA EL DESAROLLO COMPLETO DE ESTA SUBDIVISION.

SOL SUBDIVISION, SE CONECTO A UNA TUBERIA EXISTENTE DE AGUA DE SEIS (6") PULGADAS LOCALIZADA AL LADO NORTE DE MILE 4 N, A TODOS LOS LOTES SE LES HA PROPORCIONADO UN SERVICIO DE AGUA INDIVIDUAL DE LA TUBERIA MENCIONADA. LOS SERVICIOS DE AGUA SE INSTALAN SIGUIENDO LAS NORMAS Y ESPECIFICACIONES DE M.H.W.S.C. EL SISTEMA DE DISTRIBUCION DE AGUA CONSISTE DE DOS (2) HIDRANTES, DOCE (12) SERVICIOS DE AGUA DE 3/4" DE DIAMETRO SENCILLOS LARGOS QUE CORREN HASTA CADA UNO DE LOS LOTES.. LOS SERVICIOS MENCIONADAS TERMINAN EN EL SERVIDUMBRE DE UTILIDAD PARA CADA LOTE. UNO DE LOS HIDRANTES ESTA INSTALADO A APROXIMADAMENTE 337.70 PIES AL OESTE DE LA INTERSECCION DEL MILE 4 N Y MILE 2 E. EL SEGUNDO HIDRANTE SE ENCUENTRA APPROXIMADAMENTE A 322.29 PIES ALA NOROESTE DE LOTE 1. EL COSTO DE INSTALACION DEL SISTEMA DE DISTRIBUCION DE AGUA POTABLE DE SOL SUBDIVISION SE ESTIMA DE **$24,530.00** A UN COSTO POR LOTE DE **$ 2,044.17**. EL DUEÑO DE LA SUBDIVISION VA PAGAR LOS CARGOS POR CONECCION DE AGUA, LOS CUALES INCLUYEN LA INSTALACION DEL MEDIDOR DE AGUA Y LAS TARIFAS DE INSPECCION, MEMBERSHIP FEES, ADMINISTRATIVE REVIEW FEES, WATER CAPITAL IMPROVEMENT FEES AND WATER DEVELOPMENT FEES DE M.H.W.S.C., POR UN TOTAL DE **$ 11,429.00** A UN COSTO DE **$ 952.42** POR LOTE POR MUCHO LO ESTABLECIDO EN EL CONTRATO DE SERVICIO DE AGUA DE 30 AÑOS QUE IMPORTES REPRESENTAN DICHAS INSTALACIONES, HONORARIOS DE ADQUISICION Y TODOS LOS OTROS CARGOS RELACIONADOS CON CONEXION DE LOS LOTES INDIVIDUALES EN EL DESARROLLO DE M.H.W.S.C.

LOS LOTES EN LA SUBDIVISIÓN MIDE UNA ACRE. ACORDE CON EL REPORTE DE SUELOS PREPARADO PARA EL CONDADO DE HIDALGO POR EL SOIL CONSERVATION SERVICE DE U.S.D.A., EL SITIO CONSISTE DE 100% DE HARLINGEN CLAY, CON PENDIENTES DE 0 A 1 % ESTAS TIERRAS SON DE MODERADAMENTE BUEN-DRENAJE, ESCORRENTIA SUPERFICIAL ES ALTA, PERMEABILIDAD ES BUEN-BAJA A MODERADAMENTE BAJA, Y LA CAPACIDAD PARA ABSORBER AGUA ES BAJA. LA TIERRA CONSISTE DE UNA CAPA UNIFORME DE CLAY QUE SE EXTIENDE BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA NO FLUYE BIEN.

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON 1,500.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL.

CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERA ADECUADA CON DESEMPEÑO EN FORMA DE UN (CHEQUE DE CAJEROS O CHEQUE PERSONAL) REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE $18,000.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUCCION PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACION:
YO CERTIFICO QUE EL SISTEMA DE AGUA Y EL SYSTEMA DE AGUAS RESIDUALES DESCRITO AQUI ESTA EN REGLA CON EL MODELO DE REGLAS ADOPTADAS BAJO LA SECCION 16.343 DEL CODIGO DE AGUA.

YO CERTIFICO QUE EL COSTO ESTIMADO PARA CONSTRUIR EL SISTEMA DE AGUA Y EL SISTEMA DE AGUAS RESIDUALES, DESCRITAS SON LAS SIGUIENTES:

SISTEMA DE AGUA
EL SISTEMA DE DISTRIBUCION DE AGUA ESTA COMPLETAMENTE CONSTRUIDO EXCEPTO POR LA INSTALACION DE LOS MEDIDORES DE AGUA CON UN COSTO TOTAL DE **$ 24,530.00**, A UN COSTO POR LOTE DE **$ 2,044.17**. EL DUEÑO DE LA SUBDIVISION HA PAGADO LOS CARGOS POR CONECCION DE AGUA, LA CUAL INCLUYE LA INSTALACION DEL MEDIDOR DE AGUA Y LAS TARIFAS DE INSPECCION, MEMBERSHIP FEES, ADMINISTRATIVE REVIEW FEES, WATER CAPITAL IMPROVEMENT FEES AND WATER DEVELOPMENT FEES DE M.H.W.S.C., POR UN TOTAL DE **$ 11,429.00** A UN COSTO DE **$ 952.42** POR LOTE.

SISTEMA DE AGUAS RESIDUALES
EL COSTO DE CONSTRUCION DEL SYSTEMA DE AGUAS RESIDUALES FUE DE **$ 18,000.00** A UN COSTO DE **$ 1,500.00** POR LOTE.

I, IVAN GARCIA, HEREBY ACKNOWLEDGE THAT THE ABOVE TRANSLATION FROM ENGLISH TO SPANISH, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

IVAN GARCIA, P.E., R.P.L.S. _____ DATE

OSSF - FINANCIAL GUARANTEE OF PERFORMANCE

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

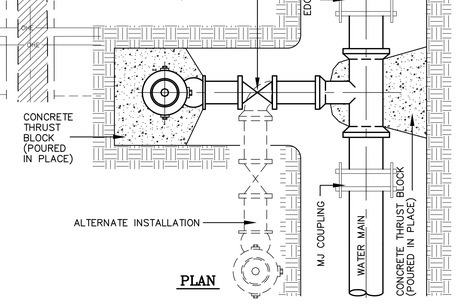
1.-I LUIS GARCIA OF FENECH SOLE LLC, SUBDIVIDER OF SOL SUBDIVISION HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
LUIS GARCIA (PRESIDENT)
FENECH SOLE, LLC
3113 S. 6TH LANE
MCALLEN, TEXAS 78503

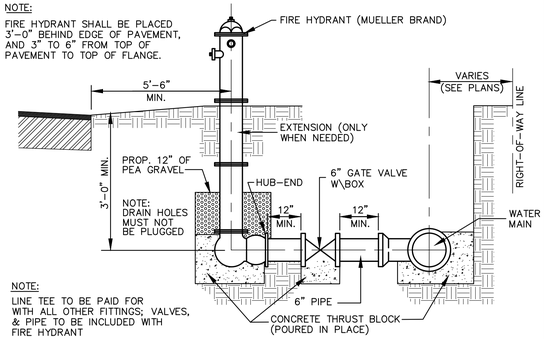
STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) 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
MY COMSTUART EXPIRES_____



PLAN



NOTE:
FIRE HYDRANT SHALL BE PLACED 3'-0" BEHIND EDGE OF PAVEMENT, AND 3" TO 6" FROM TOP OF PAVEMENT TO TOP OF FLANGE.

NOTE:
LINE TEE TO BE PAID FOR WITH ALL OTHER FITTINGS; VALVES, & PIPE TO BE INCLUDED WITH FIRE HYDRANT

SECTION

TYPICAL FIRE HYDRANT INSTALLATION
NOT TO SCALE

INDEX TO SHEETS OF SOL SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; IRRIGATION DISTRICT No. 9, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATION.

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE SWALES REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

REVISION NOTES TABLE

DATE	DESCRIPTION

SCALE: 1"=60"

LEGEND

	-POWER POLE
	-FIRE HYDRANT
	-SET IRON ROD
6" WTR	-EXIST. 6" WATER LINE
W	-EXIST. WATER SERVICE

ABBREVIATION LEGEND

F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
C.P.&L.	CENTRAL POWER & LIGHT CO.
D.R.H.C.	DEED RECORDS OF HIDALGO COUNTY
U.E.	UTILITY EASEMENT
M.H.W.S.C.	MILITARY HWY WATER SUPPLY CORP.
U.E.	UTILITY EASEMENT
O.S.S.F.	ON-SITE SEWAGE FACILITY
B-B	BACK TO BACK
E-E	EDGE TO EDGE
℄	CENTER LINE
L	LOT LINE

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DRAWN: OSCAR ALARCON JR./ABRAHAM JAMES
DESIGN: IVAN GARCIA P.E. R.P.L.S.
CHECKED: IVAN GARCIA P.E., R.P.L.S.
SURVEYOR: IVAN GARCIA P.E., R.P.L.S.
SCALE: 1"=60'
DATE: MARCH 20, 2017

ISSUED FOR: FINAL

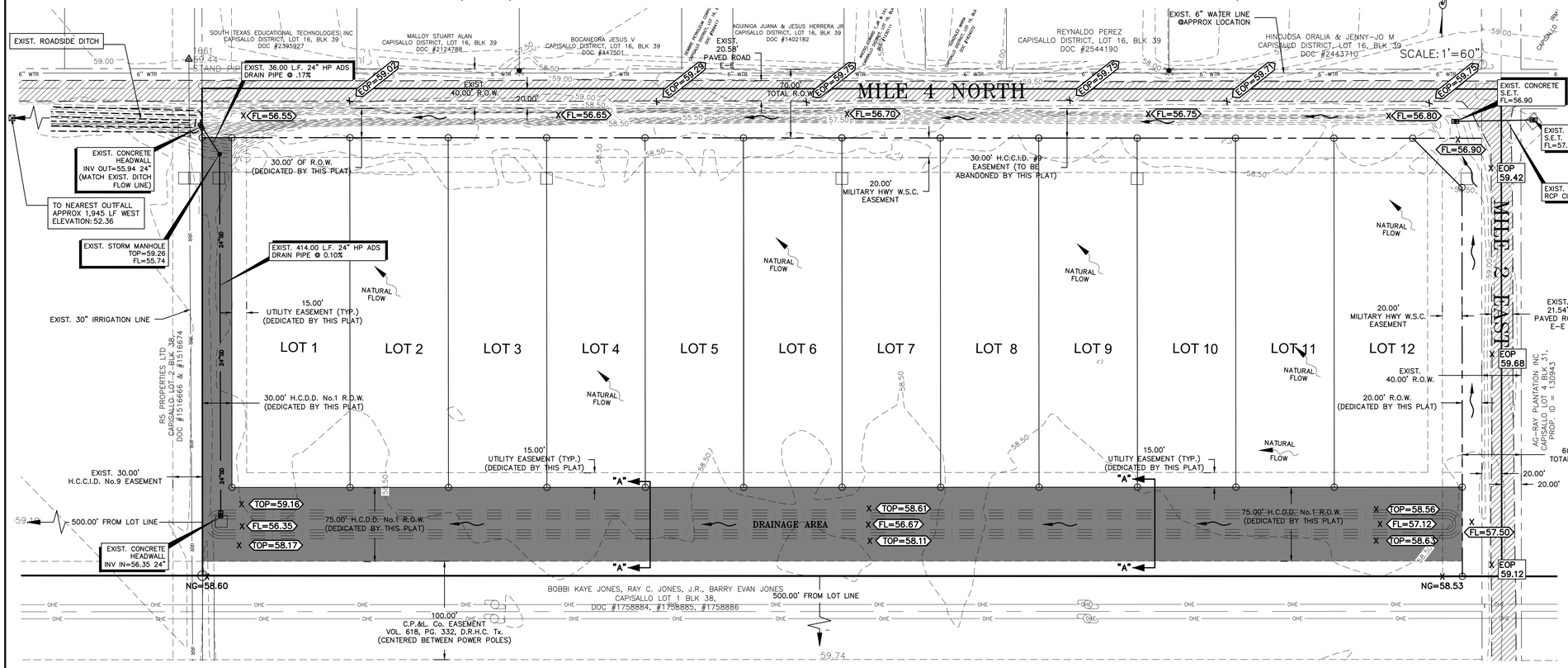
UTILITY LAYOUT AND DETAILS
SOL SUBDIVISION
MERCEDES, TEXAS
HIDALGO COUNTY

PROJECT: SUB 14 011

DATE OF PREPARATION: MARCH, 2017

SOL SUBDIVISION

BEING 15.0 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING THE NORTH 15.00 ACRES OF LOT 1, BLOCK 38, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME "P" PAGES 226 AND 227 DEED RECORDS OF HIDALGO COUNTY, TEXAS.



INDEX TO SHEETS OF SOL SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; IRRIGATION DISTRICT No. 9, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

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REVISION NOTES TABLE

DATE	DESCRIPTION

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F.B.S.L.	FRONT BUILDING SETBACK LINE
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S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
C.P.&L.	CENTRAL POWER & LIGHT CO.
D.R.H.C.	DEED RECORDS OF HIDALGO COUNTY
U.E.	UTILITY EASEMENT
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U.E.	UTILITY EASEMENT
O.S.S.F.	ON-SITE SEWAGE FACILITY
B-B	BACK TO BACK
E-E	EDGE TO EDGE
℄	CENTER LINE
L	LOT LINE

LEGEND

	-POWER POLE
	-FIRE HYDRANT
	-SET IRON ROD
6" WTR	-EXIST. 6" WATER LINE
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RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 101940027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

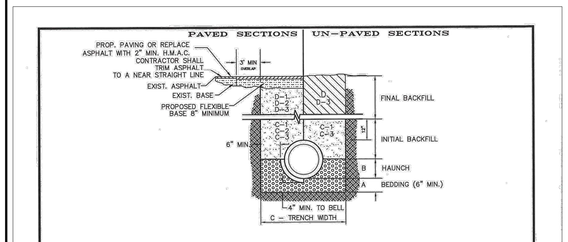
DRAWN: OSCAR ALARCON JR./ABRAHAM JAMES
DESIGN: IVAN GARCIA P.E. R.P.L.S.
CHECKED: IVAN GARCIA P.E., R.P.L.S.
SURVEYOR: IVAN GARCIA P.E., R.P.L.S.
SCALE: 1" = 60'
DATE: MARCH, 2017

ISSUED FOR: FINAL

PROJECT: SUB 14 011

PAGE NO.: 3-OF-3

PAVING AND DRAINAGE LAYOUT & DETAILS
SOL SUBDIVISION
MERCEDES, TEXAS
HIDALGO COUNTY



STORM TRENCH BEDDING AND BACKFILL DETAILS
N.T.S

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE — SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 6") — PIT RUN GRAVEL 1" MAX SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE — SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH — SHALL BE BELL O.D. X 1.5 + 12". MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS — SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS — COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE — SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS — SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% S.P.D. (12" LOOSE LIFT, MECHANICAL COMPACTION).

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS— SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS — COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

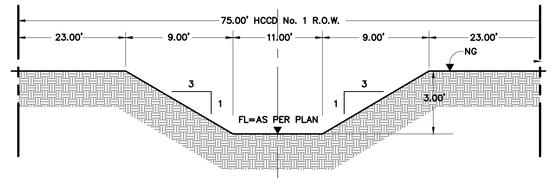
D-3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) — STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL, OR APPROVED PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL, OR OTHER STABILIZATION). OR APPROVED SUBSTITUTES SHALL BE REQUIRED IN UNSTABLE TRENCH BOTTOM CONDITIONS. BACKFILLING AT OPTIMUM MOISTURE SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

NOTES:
1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D-1, AND D-2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.

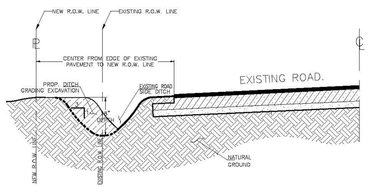
STORM TRENCH BEDDING AND BACKFILL DETAIL

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Drawing: L:\LIBRARY\details\Storm trench Bedding & Backfill.dwg



DRAINAGE AREA CROSS-SECTION "A-A"
NOT TO SCALE



RECONSTRUCTION OF ROAD SIDE DITCH
N.T.S

HCDD#1 DISCHARGE STRUCTURE DETAIL
N.T.S
DATE: June 16, 2016

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 DOOLITTLE RD
EDINBURG TX, 78542
TEL: (956) 292-7080
www.co.hidalgo.tx.us

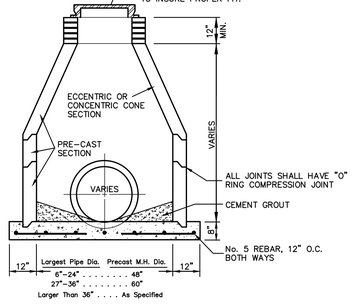
Drawing: L:\LIBRARY\details\HCDD discharge structure detail.dwg

D.I. (IN)	W (FT)	WALL THICKNESS
18"	5'	2 1/2"
24"	5'	3"
30"	5'	3 1/2"
36"	6'	4"
42"	6'	4 1/2"
48"	6'	5"
54"	6'	5 1/2"
60"	6'	6"
72"	8'	7"

CAST-IN-PLACE SAFETY END TREATMENT
N.T.S
DATE: June 16, 2016

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 DOOLITTLE RD
EDINBURG TX, 78542
TEL: (956) 292-7080
www.co.hidalgo.tx.us

Drawing: L:\LIBRARY\details\SE-12 SAFETY END TREATMENT.dwg



STANDARD STORM SEWER PRE-CAST CONCRETE MANHOLE
NOT TO SCALE

DRAINAGE REPORT
SOL SUBDIVISION
MERCEDES, TEXAS

SOL SUBDIVISION IS A 12 LOT SUBDIVISION BEING 15.0 ACRES OF LAND SITUATED IN THE SOUTH MERCEDES AREA IN HIDALGO COUNTY, TEXAS AND BEING THE NORTH 15 ACRES OF LOT 1, BLOCK 38, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME "P", PAGES 226 AND 227, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

THE SUBDIVISION IS IN ZONE "C", (NO SHADE), AREAS OF MINIMAL FLOODING, ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0525 B, REVISED JANUARY 2, 1981. THESE LOTS WILL BE USED FOR RESIDENTIAL PURPOSES.

ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF 100% OF HARLINGEN CLAY (19), WITH 0 TO 1 % SLOPES. THESE SOILS ARE MODERATELY WELL-DRAINED, SURFACE RUNOFF IS HIGH, PERMEABILITY IS VERY LOW TO MODERATELY LOW, AND THE WATER CAPACITY IS LOW. PLEASE SEE THE ATTACHED TABLES FOR THE ENGINEERING, PHYSICAL AND CHEMICAL PROPERTIES OF THESE SOILS.

EXISTING RUNOFF SHEET FLOWS OVERLAND IN A NORTHWESTERN DIRECTION TOWARDS MILE 4 N ROAD INTO AN EXISTING ROADSIDE DITCH WITHIN THE RIGHT-OF-WAY OF MILE 4 N ROAD, THEN CONTINUES SOUTHWEST INTO AN EXISTING DRAIN DITCH (FLOWING AT AN APPROX. 0.10% SLOPE BASED ON THE EXISTING DRAIN DITCH CROSS SECTIONS); THEN SOUTH TO FINAL OUTFALL AT THE MERCEDES DISTRICT SETTLING BASIN. USING THE RATIONAL METHOD, WE HAVE DETERMINED THAT A 10-YR RAINFALL EVENT WILL GENERATE APPROXIMATELY 13.60 CFS OF STORM RUNOFF ON THIS PROPERTY. WE HAVE ALSO USED THE RATIONAL METHOD TO DETERMINE THAT THE IMPROVED SUBDIVISION WILL GENERATE AN ESTIMATED 14.20 CFS OF RUNOFF FOR THE SAME 10-YR RAINFALL EVENT.

IN ACCORDANCE WITH THE CITY'S AND COUNTY'S DRAINAGE REQUIREMENTS, WE HAVE CALCULATED THAT APPROXIMATELY 11.885 CF OR 0.273 AC-FT OF STORM RUNOFF WILL NEED TO BE DETAINED ONSITE. CURRENT RUNOFF WILL BE DETAINED IN THE DETENTION GREEN AREAS OF THE LOTS. OVERFLOW WILL BE RELEASED OVERLAND TO FOLLOW THE EXISTING DRAINAGE PATTERNS OF THE AREA IN A NORTHWESTERN DIRECTION TOWARDS MILE 4 N ROAD INTO AN EXISTING ROADSIDE DITCH WITHIN THE RIGHT-OF-WAY OF MILE 4 N ROAD, THEN CONTINUES SOUTHWEST INTO AN EXISTING DRAIN DITCH (FLOWING AT AN APPROX. 0.10% SLOPE BASED ON THE EXISTING DRAIN DITCH CROSS-SECTIONS); THEN SOUTH TO FINAL OUTFALL AT THE MERCEDES DISTRICT SETTLING BASIN. TABLES AND CALCULATIONS ARE ATTACHED.

IVAN GARCIA, P.E., R.P.L.S. — DATE

AI-59603 **Precinct #1** **21. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Resolution in honor of the Progreso Red Ants Boys Soccer Team.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: n/a **ACCT. #:** n/a

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

BUDGETARY IMPACT:

no budgetary impact

Attachments

Red Ants Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/27/2017 03:54 PM
Linda Flores	Linda Flores	04/27/2017 04:33 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Julia Sullivan		Started On: 04/27/2017 02:49 PM
Final Approval Date: 04/28/2017		

RESOLUTION IN RECOGNITION OF PROGRESO RED ANTS BOYS SOCCER TEAM

WHEREAS, the Progreso High School Red Ants Varsity Soccer team recently celebrated its most successful season, for the second time advancing to the regional semifinals, regional finals, and state semifinals, and

WHEREAS, comprised of four coaches and 25 players, the Red Ants ended this season with a record 24 wins, marking it as the winningest season in team history; and

WHEREAS, the team is comprised of players Chris Rojas (#7); Juan Eliseche (#17); Omar Anguiano (#14); Edgar Melendez (#19); Manuel Moreno (#23); Oscar Munoz (#3); Hugo Guajardo (#18); Jonathan Contreras (#9); Jacob Martinez (#6); Ricardo Salazar (#11); Jordi Gaytan (#8); Anthony Vasquez (#4); Miguel Puentes (#5); Fabrizzio Gonzalez (#10); Jesus Trevino (#22); Mathew Perez (#12); Juan Perez (#25); Arturo Gallegos (#1); Hugo Hinojosa (#2); Miguel Quintana (#21); Jose Trevino (#15); Nicolas Lopez (#13); Darren De Leon (#16); Oziel Jaramillo (#20); and Daniel Garza (#24); and

WHEREAS, Athletic Director and Head Coach Margarito Jimenez, Jr., Assistant Coaches Frank Martinez, Tony Constante, and Manny Garcia spent countless hours mentoring and training the team in preparation for the journey through this year's victorious soccer season; and

WHEREAS, these young athletes have displayed incredible discipline, determination and success, bringing great pride to their families, school, city, Hidalgo County and the sport of soccer; and

WHEREAS, as the Red Ants finished number two in their district, they went on to become Bi-district Champions, Area Champions, Regional Quarterfinal Champions, Regional Champions, and finished the season as Texas UIL 4A State Semifinalist.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby honors the Progreso High School Red Ants for its teamwork, dedication, and sportsmanship and congratulates them on their victorious season.

Approved this 2nd day of May 2017.

RAMON GARCIA
County Judge

DAVID L. FUENTES
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-59632 **Precinct #2** **22. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Amendment No. 1 to the Agreement with the San Juan Cemetery Association approved by CC 01/10/17 (AI#57923).

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-134-0-841

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

BUDGETARY IMPACT:

No additional fiscal impact due to the amendment of the agreement.
The amendment is solely to clarify that materials are included in the overlay being provided by the county.

Attachments

First Amendment
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 01:53 PM
Merlen P. Munoz	Merlen P. Munoz	04/28/2017 02:09 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Erika Zamora		Started On: 04/28/2017 12:09 PM
Final Approval Date: 04/28/2017		

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO AGREEMENT BETWEEN THE SAN JUAN CEMETERY ASSOCIATION AND HIDALGO COUNTY, TEXAS

This First Amendment to Agreement is made on this the _____ day of _____, 2017 by and between the San Juan Cemetery Association, hereinafter referred to as the "Association" and Hidalgo County, Texas hereinafter referred to as the "County", as follows:

WITNESSETH:

WHEREAS, the Association and County entered into that certain Agreement by and between Association and County dated January 10, 2017 (the "Agreement") regarding certain maintenance work with as described in the Agreement;

WHEREAS, the parties desire to clarify that such maintenance work will necessitate County providing materials for same;

NOW, THEREFORE, for and in consideration of the mutual obligations of the parties herein and other good and valuable consideration the receipt of which hereby acknowledged, the District and County hereby mutually agree to the following:

1. Numbered paragraph 1 is deleted in its entirety and the following is inserted in lieu thereof:

   County agrees to provide all labor, equipment and material necessary to portion and complete the Work.

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

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

SAN JUAN CEMETERY ASSOCIATION

By: _____
Its: _____

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Zimbra **erika.zamora@co.hidalgo.tx.us**

San Juan Cemetery

From : Steve Crain <scrain@atlashall.com> Fri, Apr 28, 2017 11:42 AM
Subject : San Juan Cemetery 1 attachment
To : erika zamora <erika.zamora@co.hidalgo.tx.us>

Hi Erika:

As per Mr. Crain, and your request please see the attached First Amendment Agreement regarding The San Juan Cemetery Association. Should you have any questions, please call our office.

Thank you,

Marynel Trevino-Rodriguez, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Telephone Number (956) 632-8221
Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: www.atlashall.com

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This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transaction Act or any other statute governing electronic transactions.

First Amendment to San Juan Cemetery Association & Hidalgo County.pdf
34 KB

AI-59580 **Precinct #2** **22. B.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval to accept counter offer to purchase a tract of land known as Parcel 1 for the Pct 2 LJ Drain Project.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1345-431-00-122-038-0-710

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

BUDGETARY IMPACT:

Funding pending approval of AI#59581 CC 5-2-17.

Attachments

Back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/26/2017 03:58 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Erika Zamora		Started On: 04/26/2017 02:56 PM
Final Approval Date: 04/28/2017		

HIDALGO COUNTY
PRECINCT 2

COMMISSIONER
EDUARDO "EDDIE" CANTU

Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

MEMO

TO: Commissioner's Court

FROM: Jaime Salinas,
Hidalgo County Right of Way Department

TE: April 25, 2017

RE: LJ Drainage Project (Parcel # 1)
The Floyd E. Anderson Estate

==========

Attached please find the signed deed where the property owner is accepting the counter-offer below for parcel # 1, for above-mentioned project.

Appraised Value:	$ 107,426.00
Settlement Request:	$ 125,000.00
Difference to Landowner	$ 17,574.00

Commissioners Court Executive Session May 2, 2017

Approved; _____

Not Approved; _____

300 W. Hall Acres Suite G . Pharr, TX 78577 • 956.787.1891 • eduardo.cantu@co.hidalgo.tx.us

COPY

Charge to VLTC
GF#120374/SV

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER 'S LICENSE NUMBER.

Parcel: # 1

RIGHT OF WAY DEED

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

That, **MARILYN ELAINE ANDERSON**, a single person, 6168 Sylvia Avenue, Tarzana, in the State of California 91335; **ROBERT K. ANDERSON aka ROBERT KEMMY ANDERSON**, a single person, Individually and as Administrator of the Estate of Josephine K. Anderson aka Josephine Kemmy Anderson, Deceased, 6168 Sylvia Avenue, Tarzana, in the State of California 91335; and **MILDRED ANDERSON SHEETS AND HUSBAND, THOMAS BARR SHEETS**, 24723 Calvert Street, Woodland Hills, in the State of California 91367, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of **ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($125,000.00)** and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Sell and Convey unto The County of Hidalgo, Texas, all that certain tracts or parcels of land in Hidalgo County, Texas, being as follows:

Being a 5.207-acre tract of land out of the North one-half (1/2) of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said North one-half (1/2) of said Lot 8 is vested to: The Estate of Floyd E. Anderson, Deceased, from H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased, dated October 10, 1958, by virtue of a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County, Texas, by virtue of a Consent to termination of Trust and Conveyance, dated September 11, 1998, recorded in Document Number 854134, Official Records of Hidalgo County, Texas, and by virtue of the Last Will and Testament of Floyd Anderson Ellison, recorded in Document Number 854136, Official Records of Hidalgo County, Texas. Said 5.207- acre tract of land being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

SUBJECT TO THE FOLLOWING:

1. Visible and apparent easements not appearing of record;
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and
3. Easements, rights of way, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

SAVE AND EXCEPT:
Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the Grantee to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein

conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 10th day of February, 2017.

Marilyn Elaine Anderson
MARILYN ELAINE ANDERSON

Robert K. Anderson
ROBERT K. ANDERSON aka ROBERT KEMMY ANDERSON, Individually and as Administrator of the Estate of Josephine K. Anderson aka Josephine Kemmy Anderson, Deceased

Mildred Anderson Sheets
MILDRED ANDERSON SHEETS

Thomas Barr Sheets
THOMAS BARR SHEETS

STATE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 03/04/17, 2017 by MARILYN ELAINE ANDERSON.

CONNOR J. MCMAHON NOTARY PUBLIC COMMISSION EXPIRES JUNE 24, 2020 COMM. #2157969 LOS ANGELES COUNTY, CA GSP1

NOTARY PUBLIC, STATE OF CALIFORNIA

STATE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 03/04/17, 2017 by ROBERT K. ANDERSON aka ROBERT KEMMY ANDERSON, a single person, Individually and as Administrator of the Estate of Josephine K. Anderson aka Josephine Kemmy Anderson, Deceased.

CONNOR J. MCMAHON NOTARY PUBLIC COMMISSION EXPIRES JUNE 24, 2020 COMM. #2157969 LOS ANGELES COUNTY, CA GSP1

NOTARY PUBLIC, STATE OF CALIFORNIA

STATE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 03/04/17, ~~2015~~ by MILDRED ANDERSON MCMAHON

NOTARY PUBLIC, STATE OF CALIFORNIA

STATE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 03/04/17, ~~2015~~ by THOMAS BARRETT

NOTARY PUBLIC, STATE OF CALIFORNIA

AFTER RECORDING RETURN TO :
THE COUNTY OF HIDALGO, TEXAS
1902 Joe Stephens Avenue
Weslaco, Texas 78596

PREPARED IN THE LAW OFFICE OF:
L.G. "JERRY" CANALES
6013 N. 10th Street
McAllen, Texas 78594
File No. 120374

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

FIELD NOTES FOR PARCEL – 1

Being a 5.207-acre tract of land out of the North one-half (1/2) of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said North one-half (1/2) of said Lot 8 is vested to: The Estate of Floyd E. Anderson, Deceased, from H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased, dated October 10, 1958, by virtue of a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County, Texas, by virtue of a Consent to termination of Trust and Conveyance, dated September 11, 1998, recorded in Document No. 854134, Official Records of Hidalgo County, Texas, and by virtue of the Last Will and Testament of Floyd Anderson Ellison, recorded in Document No. 854136, Official Records of Hidalgo County, Texas. Said 5.207-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the **POINT OF BEGINNING** of this tract of land;

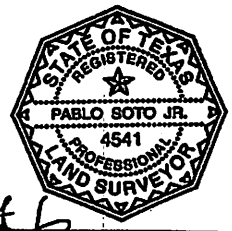
1. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 8, a distance of 178.39 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

2. **THENCE**, North 81 degrees 14 minutes 23 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 1290.00 feet to a No. 4 rebar set at the Existing East Right of Way line of Cesar Chavez Road, for the Southwest corner of this tract of land;

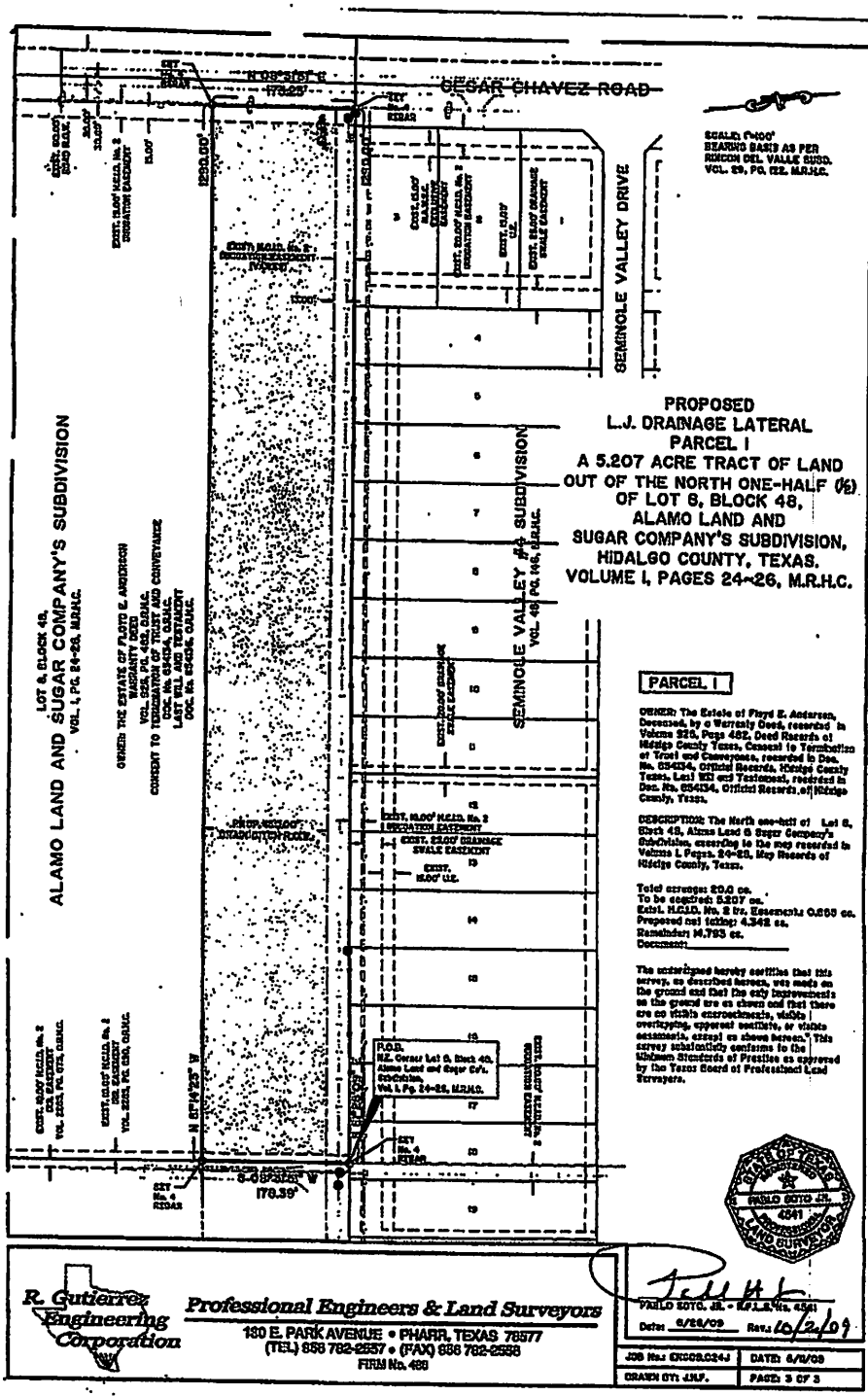
3. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the Existing East Right of Way line of said Cesar Chavez Road, a distance of 173.23 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

4. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 1290.00 feet to the **POINT OF BEGINNING**, containing 5.207-acres, of which 0.865-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 4.342-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 6/26/09
Rev.: 10/2/09


CESAR CHAVEZ ROAD
SEMINOLE VALLEY DRIVE
SCALE: 1"=100'
BEARING BASIS AS PER RINCON DEL VALLE SUBD. VOL. 29, PG. 122, M.R.H.C.
PROPOSED
L.J. DRAINAGE LATERAL
PARCEL I
A 5.207 ACRE TRACT OF LAND
OUT OF THE NORTH ONE-HALF (½)
OF LOT 8, BLOCK 48,
ALAMO LAND AND
SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME 1, PAGES 24-26, M.R.H.C.
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION
LOT 8, BLOCK 48,
VOL. 1, PG. 24-26, M.R.H.C.
SEMINOLE VALLEY #2 SUBDIVISION
VOL. 48 PG. 146, D.R.H.C.
N 89°39'51" E
176.23'
S 89°39'51" W
176.39'
N 89°41'25" W
PARCEL I
OWNER: The Estate of Floyd E. Andersen, Deceased, by a Warranty Deed, recorded in Volume 526, Page 482, Deed Records of Hidalgo County Texas, Consent to Termination of Trust and Conveyance, recorded in Doc. No. 654134, Official Records, Hidalgo County Texas, Last Will and Testament, recorded in Doc. No. 654134, Official Records of Hidalgo County, Texas.
DESCRIPTION: The North one-half of Lot 8, Block 48, Alamo Land & Sugar Company's Subdivision, according to the map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.
Total acreage: 20.0 ac.
To be acquired: 5.207 ac.
Exist. H.C.I.D. No. 2 Irr. Easements: 0.859 ac.
Proposed net taking: 4.348 ac.
Remainder: 14.793 ac.
Document:
The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements as the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon." This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.
STATE OF TEXAS
REGISTERED
PAULO SOTO JR.
4541
LICENSED
LAND SURVEYOR
R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 488
PAULO SOTO, JR. - R.P.L.S. No. 4541
Date: 6/22/09 Rev.: 10/2/09
Job No.: GNCCR.0241
DATE: 6/11/09
DRAWN BY: J.M.F.
PAGE: 3 OF 3

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

ADMINISTRATIVE SETTLEMENT DISAPPROVAL LETTER

January 13, 2010

Certified Letter # 7006-2760-0002-0142-2931

Floyd E. Anderson Estate
Robert K. Anderson, Executor
6168 Sylvia Ave.
Tarzana, Ca. 91335-6603

Re: **Settlement Disapproval**
LJ Drainage Project
Parcel # 1

Dear Mr. Robert K. Anderson:

I reviewed your counter offer which increases to $ 29,500 per acre on open land and $ 14,750 per acre on easement acquisition. Your offer would result to a total of $ 140,848.00. This would increase our original offer by $ 33,422.
I presented your request to Mr. Jose N. Pena, Director of Right of way Acquisitions. He asked that I prepare your counter offer for presentation to the Hidalgo County Commissioner's court. Enclosed is the document presented to Commissioner's Court.

Your counter offer was denied. Commissioner's Court asked that I counter your offer with a total offer of $ 125,000.00. This would increase our original offer of $ 107,426.00 by $ 17,574.00.

If this offer is not accepted I will be forced to refer this case to our legal department and our original offer of $ 107,426.00 will stand before the condemnation court. Please contact our office, otherwise, within ten working days from the date receipt of this letter, condemnation proceedings will be instituted for the acquisition of right of way.

We would like to thank you for your effort and cooperation in attempting to settle this acquisition in order to expedite this much needed project.

Sincerely,

Lupe Rodriguez, Right of Way Agent
Hidalgo County Right of Way Department

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

6168 Sylvia Ave.
Tarzana, CA 91335-6603
January 29, 2010

Lupe Rodriguez
Hidalgo County Right of Way Department
2401 N. Moorefield Rd.
Mission, TX 78572

Re: LJ Drainage Ditch Project

Dear Mr. Rodriguez,

Thank you for your letter of January 13th in response to the counter offer submitted on our land to be purchased by the Right of Way Department.

Though Mr. Jose N. Pena did not accept our counter, I was pleased to hear in our recent telephone conversation that there was a new offer of $26,200.00 per acre with an additional $13,010.00 for the easement. I stated at the time that this was an offer we could accept and I now do so in writing.

I'm a little puzzled by your recent letter. You state that the Commissioner's Court has asked you to counter our offer with a total offer of $125,000.00. Given the figures you quoted me in our phone conversation, and as I've repeated above, how does this factor out? I was also concerned that the letter did not address our wish to retain the mineral rights to the property as expressed in my letter dated December 15, 2009.

Thank you again for your assistance and patience. It would appear that we're nearing a resolution that is amicable to all parties concerned.

Sincerely,

Robert K. Anderson

Robert K. Anderson
Executor, Floyd E. Anderson

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property:	Located approximately 300' feet South of Owassa Road along the east line of Cesar Chavez Road, Hidalgo County, Texas	District ROW CSJ:	Pharr N/A
Property Owner:	Floyd E Anderson	Parcel:	1 (Revised 10/06/09)
Address of Property Owner:	6168 Sylvia Avenue, Tarzana, CA 91335-6603	Federal Project No:	N/A

Occupant's Name: Vacant Acreage

Whole: ☐ Partial: ☑ Acquisition Highway: LJ Drainage Project County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $107,426.00 as of July 10, 2009, based upon my independent appraisal and the exercise of my professional judgment; on July 10, 2009 (date)(s), I personally inspected in the field the property herein appraised; I afforded The Estate of Floyd E. Anderson, Deceased, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on May 4, 2009 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the County of Hidalgo or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature - Leonel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General

Certification Number

October 6, 2009

Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Precinct No. 2 under the direction of Honorable Hidalgo County Commissioner Hector "Tito" Palacios. Commissioner Palacios and others which would be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the expansion and improvement of an existing drainage canal with the project limits: Being an area of land located between Owassa Road and Minnesota Road, from Cesar Chavez Road to east of Tower Road, in Hidalgo County, Texas.

The intended use of the report is to assist Lupe Rodriguez, Right-of-Way Agent and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform with the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Precinct No. 2 and may include other governmental entities which may be participating in the project. Lupe Rodriguez is the right-of-way agent of which has a local office located at 509 E Earling Road, San Juan, Texas. Lupe Rodriguez, Right-of-Way Agent of the Hidalgo County Right-of-Way Department, shall be the project manager for this project under the direction of Commissioner Hector "Tito" Palacios. Mr. Rodriguez can be contacted at (956) 283-8134.

Scope of the Assignment

By work order dated July 7, 2009, on behalf of Hidalgo County Precinct No. 2, Lupe Rodriguez, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 130 E. Park Avenue, Pharr, Texas. The scope of the assignment is to appraise the area as fee simple, to be acquired as indicated by the survey as of the date of on-site or off-site inspection as permitted by the owner of record. Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection. This inspection is limited by the permissibility of the subject owner as per date of report. A copy of a certified letter of intent to inspect said property is located within the addenda of this appraisal report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road Cesar Chavez Road.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired by the Hidalgo County Precinct No. 2, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised
As per scope of the assignment the property rights being appraised in this report consist of the fee simple estate of the subject property and an easement that encumber said subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." The subject property is encumbered with an active irrigation easement. As per scope of the assignment a value estimate for the easement is also to be determined. According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." By definition, the ownership of real estate is endowed with a bundle of rights.

Accessibility To Subject Property
The owner of record of the subject property, as per Hidalgo County Appraisal District Records was sent a letter of intent to inspect the subject property. The letter afforded the property owner the opportunity to accompany the appraiser during the on or off-site inspection of the subject property. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way. The property owner shall reserve the right to contact this office after the date of inspection for an additional on-site inspection in their presence.

Analysis of Subject As A Whole
A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along southern property boundary of the subject property and does not affect the remainder of the tract in the remainder after state. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis
The subject property shall be analyzed based on a 20.00 acre tract of land as described by survey. Any existing road right-of-way indicated along Cesar Chavez Road shall be excluded as per scope of the assignment. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering Corporation dated October 2, 2009. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 7.47 acres to 15.01 acres. These indicated economic unit values are used for the valuation of the proposed acquisition as the part to be acquired does constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the whole.

Part To Be Acquired
The proposed acquisition is comprised of fee land in which the gross land area to be acquired is 5.207 acres (226,817 square feet). The proposed acquisition is located along the northern property line of the subject whole property which fronts the east line of Cesar Chavez Road. The proposed acquisition has approximately 173.23' lineal feet of frontage along the east line of Cesar Chavez Road and depth of 1,290 lineal feet. The subject whole property is encumbered with several irrigation easements that are located along the northern, eastern and western property boundaries. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a residential use tract of land, which is based on the local market trends along Owassa Road, Cesar Chavez and nearby thoroughfares. This highest and best use is further explained on page 1.4 of this report.

To Be Acquired	**5.2070 Acres**
	226,817 S.F.

Legal Description of the Part To Be Acquired
A 5.207 acre tract of land out of the north one-half of Lot 8, Block 48, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24 - 26, Map Records, Hidalgo County, Texas.

Remainder Before and After Acquisition
The remainder before and after the acquisition is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. After a review of the remainder after the acquisition, no damages to the remainder were indicated.

Property Tax Information
This appraiser has examined the property tax information indicated by the Hidalgo County Appraisal District (HCAD) as of the date of appraisal and has found that the subject property is under the ownership of Floyd E. Anderson. The part to be acquired was identified as the subject whole property which contained tax identification no. R112903. The subject property, which is a vacant agricultural use tract of land, is valued at $293,100 with an indicated assessed value at $8,187. The property taxes for the subject appear to be current, however, further research with the Hidalgo County Tax Office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

General Site Assessment Statement
This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if an environmental concerns exists. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence it's marketability and or value. A survey of the remainder of the subject property was not provided nor necessary due to the acquisition size of the partial acquisition. The extraordinary assumption that no adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography nor drainage of the subject property.

Utility Services Available
The subject property is located in a region, which contains potable water, electricity, and phone service, which is typical of the market area.

Identification of Personal Property
As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the taking shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed taking. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status
Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Estimated Marketing Time Period
The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the Edinburg, San Juan and Alamo markets. The analysis included the indicated "DOM" Days on Market as shown on the McAllen Multiple Listing Service which provides local Realtors an avenue to advertise properties located in the Rio Grande Valley, with its primary focus on properties within Hidalgo County.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subjects highest and best use as vacant and as if improved is indicated for residential development use. This type of use is concurrent with the recent trends located along Cesar Chavez Road within Hidalgo County and nearby municipalities to the project including the City of Edinburg, City of San Juan and the City of Alamo. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the County of Hidalgo, Texas.

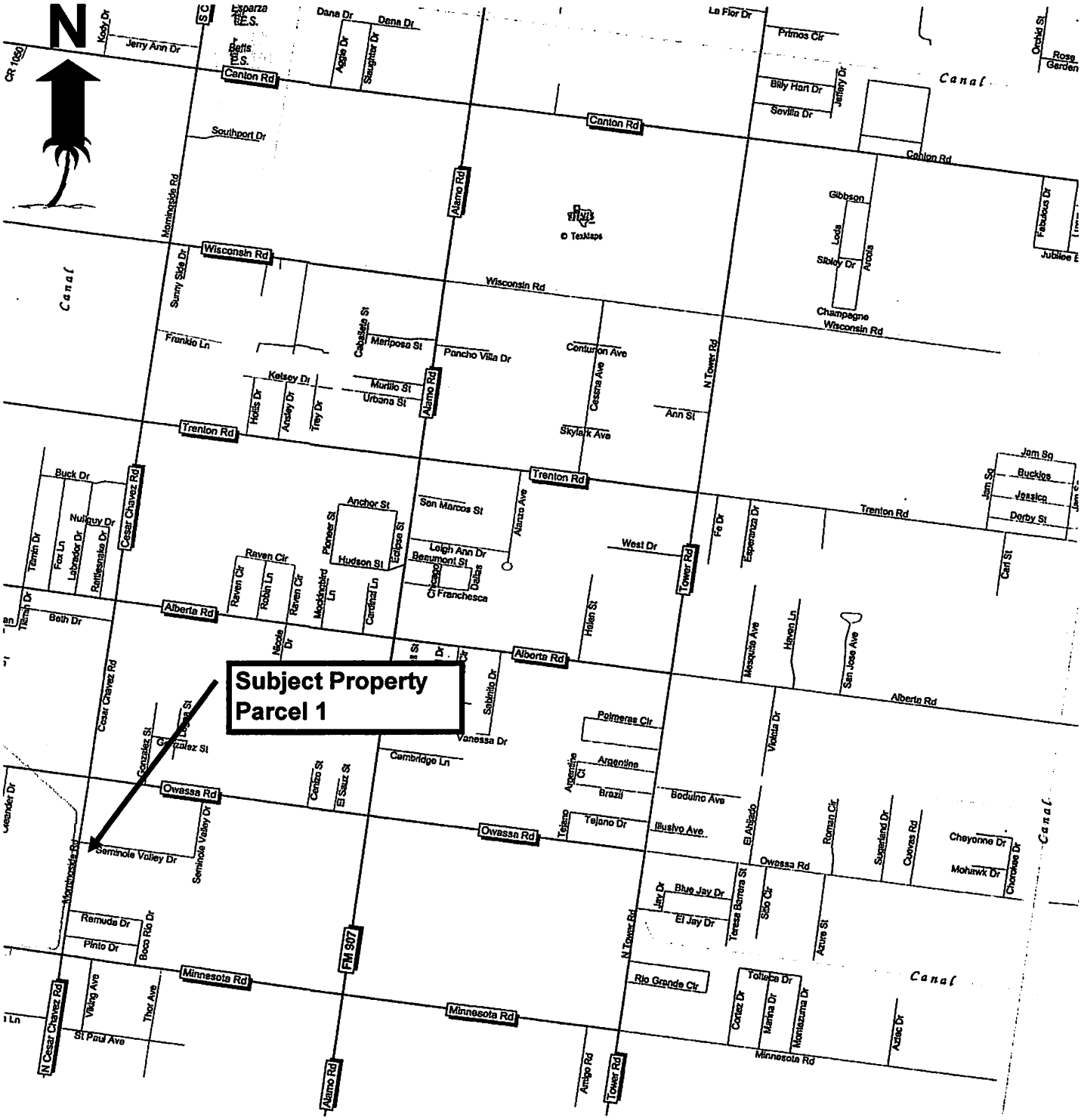
When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for residential development use based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The scope of the assignment is to evaluate the subject property as a whole, part to be acquired and the remainder before and after the acquisition, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition if applicable. In order to determine the highest and best use, research was performed within Hidalgo County with the corresponding municipalities located near the subject property. Since the subject lies within the jurisdiction of the County of Hidalgo, Texas municipal zoning ordinance restrictions are not applicable to the subject as per date of appraisal. This office shall evaluate the subject properties based on the continuing trend along Cesar Chavez Road and should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use of single family residential development "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report.

The physical characteristics of the subject property as a whole are typically found throughout the central region of Hidalgo County. The subject property contains adequate land area to allow the future residential development before and after the proposed acquisition. Based on the size and shape of the subject property as a whole and the remainder before and after the acquisition, the property shall maintain a residential highest and best use. As for the part to be acquired, it contains limited use based on its proposed size and shape and therefore does not constitute an economic unit in itself and must be used in conjunction with the whole. Since the valuation of the part to be acquired is based on the pro-rata part of the whole, then the part to be acquired shall be evaluated with a similar highest and best use as the whole. This highest and best use shall not be affected for the remainder before and after the acquisition.

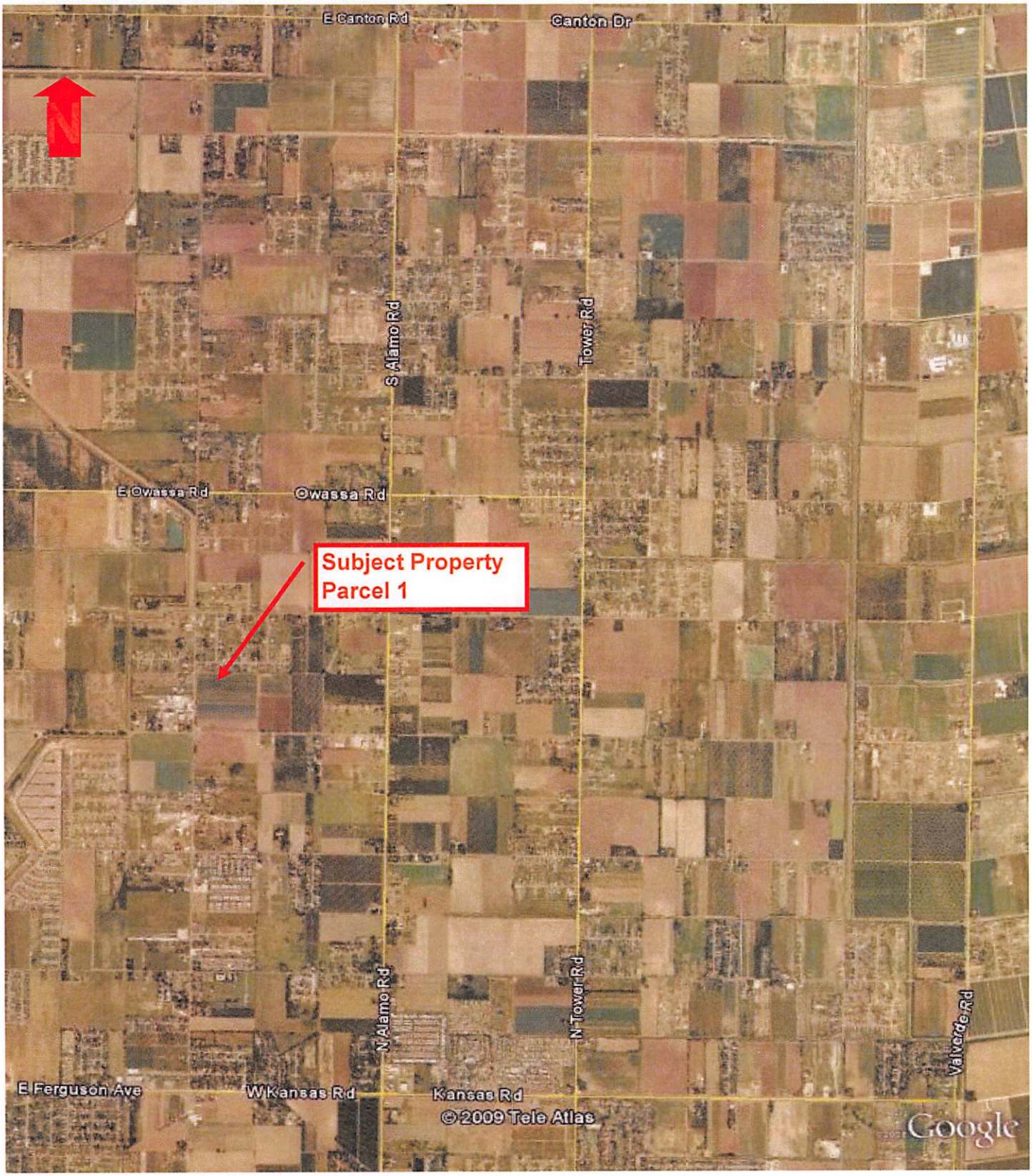
The financial feasibility and maximally productive use of the subject property is based on the growth trends along Owassa Road include agricultural, grazing, residential, and small retail developments. Based on the stable growth along Cesar Road and nearby Tower Road and Alamo Road, it is estimated that the subject can be financially feasible to contain residential development "as vacant" and "as if improved". This determination of financial feasibility and productivity is also attributed to the remainder before and after the acquisition which will not be affected nor damaged as a result of the part to be acquired. After careful review of the four approaches to the highest and best use test, it is concluded that the subject property "as vacant" and "as if improved" shall be for residential development use. This conclusion is correlated to the subject property as a whole and selected economic unit.

LOCATION MAP OF SUBJECT PROPERTY



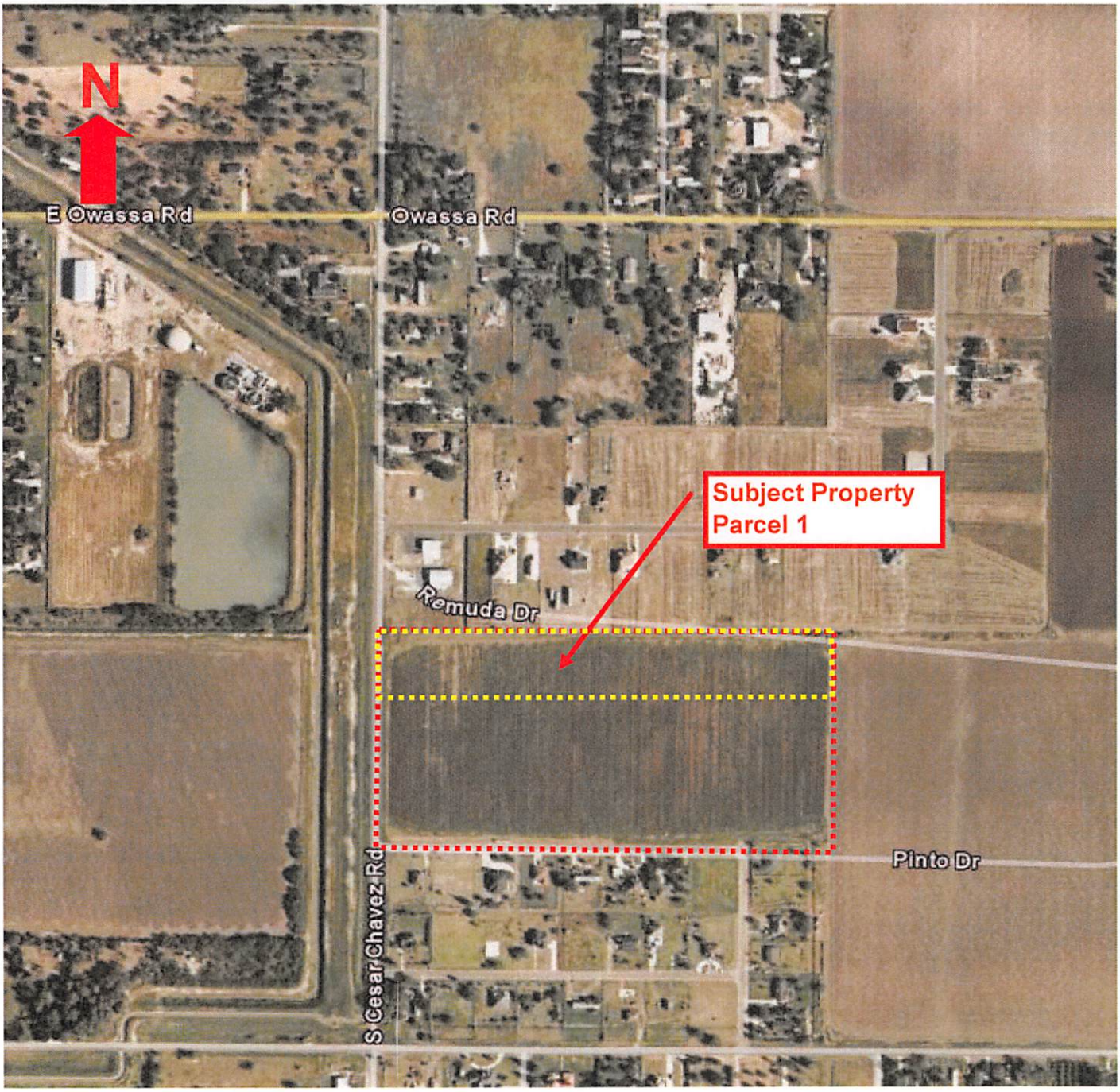
Copyright 1996-2007 TexMaps; 8th Edition

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY



AERIAL PHOTOGRAPH OF SUBJECT

(Closer View of Subject Property)



NOTE: SUBJECT PROPERTY AS A WHOLE IS ESTIMATED AND DEPICTED BY THE RED DASHED LINE. THIS INCLUDES THE PART TO BE ACQUIRED WHICH IS OUTLINED IN YELLOW. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORPORATION. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 2)

EXHIBIT "A"

COUNTY: HIDALGO | **Eng08.024J**
June 26, 2009
DITCH: L. J. Drainage Lateral | **Parcel 1**
Page 1 of 3
PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain | **Rev.: 10/02/09**

FIELD NOTES FOR PARCEL – 1

Being a 5.207-acre tract of land out of the North one-half (1/2) of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said North one-half (1/2) of said Lot 8 is vested to: The Estate of Floyd E. Anderson, Deceased, from H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased, dated October 10, 1958, by virtue of a Warranty Deed, recorded in Volume 926, Page 482, Deed Records of Hidalgo County, Texas, by virtue of a Consent to termination of Trust and Conveyance, dated September 11, 1998, recorded in Document No. 854134, Official Records of Hidalgo County, Texas, and by virtue of the Last Will and Testament of Floyd Anderson Ellison, recorded in Document No. 854136, Official Records of Hidalgo County, Texas. Said 5.207-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 8, a distance of 178.39 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

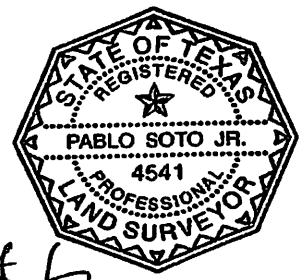
2. **THENCE,** North 81 degrees 14 minutes 23 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 1290.00 feet to a No. 4 rebar set at the Existing East Right of Way line of Cesar Chavez Road, for the Southwest corner of this tract of land;

3. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the Existing East Right of Way line of said Cesar Chavez Road, a distance of 173.23 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 2)

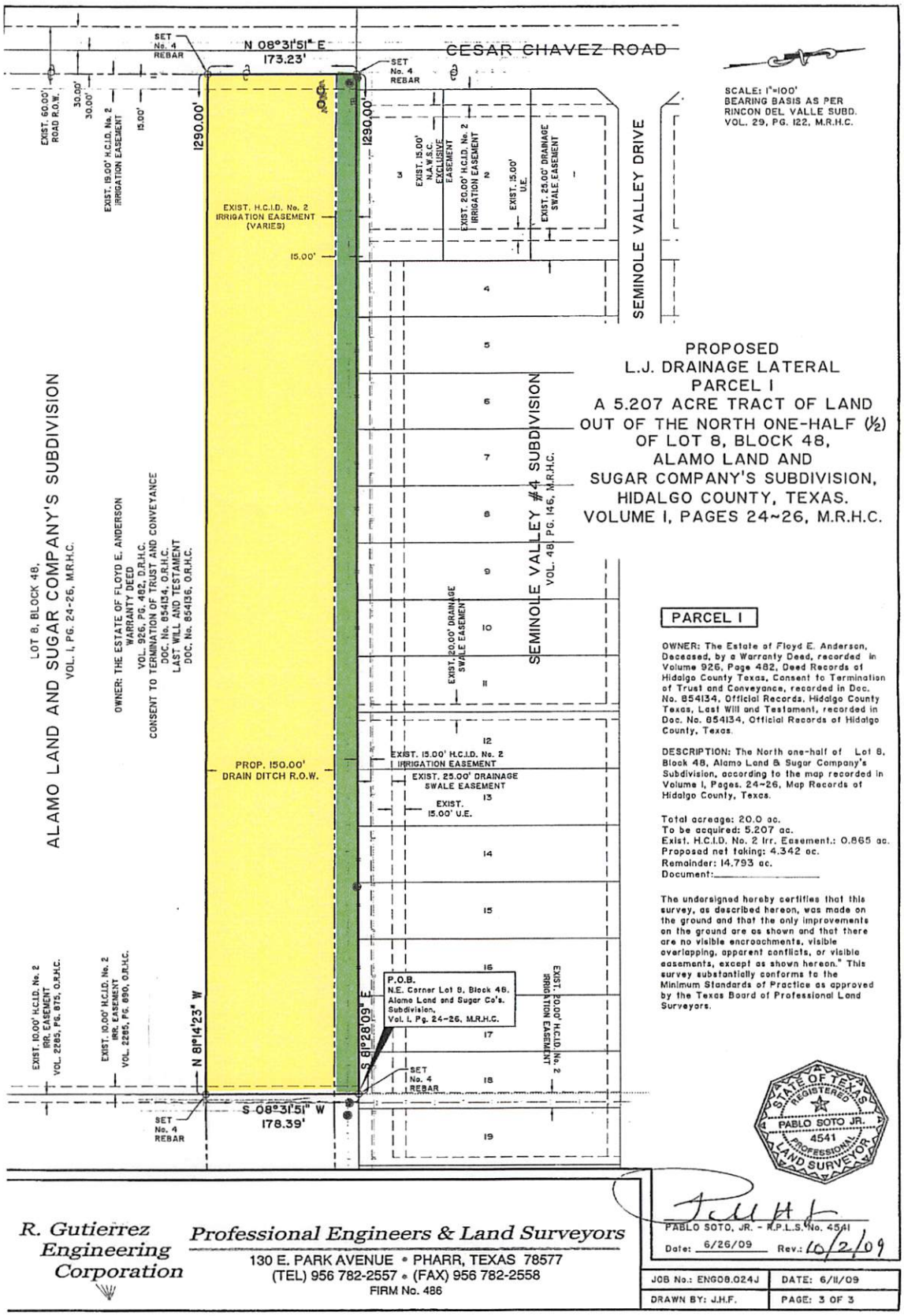
4. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 1290.00 feet to the **POINT OF BEGINNING,** containing 5.207-acres, of which 0.865-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 4.342-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.



PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 6/26/09
Rev.: 10/2/09

SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)



Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 1

Local Address: Located approximately 300' feet South of Owassa Road along the east line of Cesar Chavez Road, Hidalgo County, Texas

Date Taken: July 10, 2009

Taken By: Leonel Garza III

1. Point from which taken: Photo 1:Cesar Chavez Road
Photo 2: Cesar Chavez Road

Looking: Photo 1: Eastern
Photo 2: Northern View

Photo 1
Eastern view of the subject whole property from Cesar Chavez Road.

Photo 2
Northern view of Cesar Chavez Road and the most western property boundary of the subject property. The survey stake indicates the southwest corner of the proposed acquisition.

2. Point from which taken: Photo 3: Existing HCID ROW
Photo 4: Existing HCID ROW

Looking: Photo 3: Western View
Photo 4: Western View

Photo 3
Southern view of Cesar Chavez Road. The proposed acquisition is located along the left of the photo.

Photo 4
Eastern view of the subject whole property as seen from its most southwestern property boundary.

DESCRIPTION OF PROPERTY:

The subject property, as a whole, is a 20.00 gross acre vacant agricultural tract of land located along the eastern line of Cesar Chavez Road in the County of Hidalgo, Texas. According to the survey provided by R. Gutierrez Engineering Corporation, dated October 2, 2009, the part to be acquired is approximately 5.207acres (226,817 square feet) located along the most northern property boundary of the subject whole property. The subject whole property is encumbered with a 0.865 acre irrigation easement held by Hidalgo County Irrigation District No. 2. The proposed acquisition contains 173.23' lineal feet of frontage along the east line of Cesar Chavez Road and a depth of 1,290 lineal feet. This area includes a 19.0 foot wide Hidalgo County Irrigation District easement along the most western property boundary of the partial acquisition. Access to the subject whole property is via Cesar Chavez Road, a county maintained asphalt paved road. Based on the area indicated by the survey provided the subject of this report shall be utilized as the economic unit of the subject property for valuation. This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as vacant. This is performed in order to determine the unit value for the proposed acquisition for the purchase of said tract in the name of the County of Hidalgo, Texas

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood along Cesar Chavez Road, south of Owassa Road, is a mixture of single family homes, single family residential developments and agricultural uses. Leonel Garza Jr. & Associates LLC has inspected the market area along Cesar Chavez Road and Owassa Road and has found that the market contains stable growth as traffic in the immediate area along Cesar Chavez Road continues to increase.

SITE ANALYSIS:

Five Year Sales History: The subject property is indicated to be under the ownership of Floyd E Anderson, Deceased as indicated by survey and field notes provided by R Gutierrez Engineering Corporation. Further investigation of the subjects ownership history through the Hidalgo County Appraisal District and the Hidalgo County Clerks Office confirmed the current owner of record to be Floyd E Anderson, Deceased. The subject property was transferred from H. S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased (Grantor) to Floyd E. Anderson (Grantee) on October 10, 1958. The subject has been in the name of The Estate of Floyd E. Anderson, Deceased for over fifty (50) years.

Legal Description: (Whole Property) Being 20.0 acres out of Lot 8, Block 48, Alamo Land & Sugar Company's Subdivision, according to the map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.

Legal Description: (Part To Be Acquired) A 5.207 acre tract of land out of the north one-half of Lot 8, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas Volume 1, Pages 24-26, M.R.H.C.

Improvements: During the off-site inspection of the subject property no building or site improvements were indicated within the part to be acquired. Any utilities located within the part to be acquired shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

HIGHEST AND BEST USE ANALYSIS: Single Family Residential Development

(Form ROW-A-^ Rev. 7/2004 Page 3 of 5 Continued on Next Page)

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	H.S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased	Johnny J. Harper, Sr.	Todd D. Kinney and Michelle Kinney	Nahum Rodriguez and wife, Jaine V. Rodriguez
Grantee	Floyd E Anderson	Jaime J. Munoz, Trustee	Garco, LTD	Ester A. Salazar
Date	October 10, 1958	July 13, 2009	May 5, 2008	May 18, 2007
Unit Price	/ Ac	$ 22,949 / Ac	13,324 / Ac	$ 22,972 / Ac
Relative Location	Average	Superior -20%	Inferior Tract 20%	Superior -20%
Lot Location	Interior Tract	Interior Tract 0%	Interior Tract 0%	Interior Tract 0%
Financing	Conventional	Similar 0%	Similar 0%	Similar 0%
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Physical Characteristics	Level	Similar 0%	Similar 0%	Inferior 20%
Available Utilities	Water / Electricity / Phone	Utilites Available 0%	Similar 0%	All Municipal Utilites Available 0%
Street Access / Frontage	Cesar Chavez Road	Sioux Road East of "I" Road 0%	Alberta Road 0%	Sioux Road West of Cesar Chavez Road 0%
Size of Tract	19.900 Ac	7.68 Acres 0%	15.01 Ac 0%	7.47 Acres 0%
Net Adjustments		Δ -20%	Δ 20%	Δ 0%
Indicated Unit Value		$ 18,359 / Ac	$ 15,989 / Ac	$ 22,972 / Ac

Estimated Unit Value of Fee Simple Area $ **22,500 / Acre**

Estimated Unit Value of Easement Area ($22,5000/Acres x 50% of Fee Simple Value) $ **11,250 / Acre**

Estimated Fee Value by Sales Comparison Approach **(4.342 Acres x $22,500/Acre)** $ **97,695**
(Includes Part To Be Acquired Only)

Estimated Value by Sales Comparison Approach **(0.865 Acres x $11,250/Acre)** $ **9,731**
(Easement Portion of Part To Be Acquired Only @ 50% of Fee Simple Value)

Combined Market Value $ **107,426**

ROW-A-6
Rev. 7/2004
GSD-EPC

COMPARABLE DATA SUPPLEMENT

District: Pharr Parcel No.: 1 Highway: LJ Drainage Project County: Hidalgo ROW CSJ N/A

Land Sale ☑ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Johnny J. Harper, Sr. Grantee/Lessee: Jaime J. Munoz, Trustee

Date: July 13, 2009 Recording Information: Doc# 2018724 Key Map: N/A

Address: Located along the northern frontage of Sioux Road, East of "I" Road, San Juan, Texas Zip Code: 78589

Legal Description: A 7.68 acre tract of land out of Lot 9, Block 6, John Closner et al Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 0, Page 4, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Confirmed Price $: 176,250 Verified with: MLS# A117671s

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 7.68 Acres Unit Price as Vacant $: 22,949 per acre

Type Street: Asphalt Paved – Sioux Road Utilities: All Municipal Utilities Available

Improvement(s) Description: None

Improvement(s) Size: NA (GBA) NA (NRA) Unit Price as Improved $: NA

Condition and Functional Design: NA

Current Use: Vacant Highest & Best Use: Single Family Residential Development

Date of Inspection: August 7, 2009 Zoning: N/A Flood Plain:

Attach additional information as necessary.

Appraiser: Leonel Garza III October 6, 2009
(Typed, not signed) Date

Comparable Sale No. 2

COMPARABLE DATA SUPPLEMENT

District: Pharr Parcel No.: 1 Highway: LJ Drainage Project County: Hidalgo ROW CSJ N/A

Land Sale ☑ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Todd D. Kinney and Michelle Kinney Grantee/Lessee: Garco, LTD.

Date: May 5, 2008 Recording Information: Doc# 110853 Key Map: N/A

Address: Located along the northern frontage of Alberta Road, east of Tower Road, Hidalgo County, Texas Zip Code: 78537

Legal Description: A 15.01 acre tract of land out of the east 20.00 acres of Block 82, Hall Field Subdivision, Hidalgo County, Texas, according to map or plat thereof recorded in Volume 1, Page 53, Map Records Hidalgo County, Texas.

Confirmed Price $: 200,000 Verified with: MLS# F107045s

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 15.01 Acres Unit Price as Vacant $: 13,324 per acre

Type Street: Asphalt Paved – Alberta Road Utilities: Water, Electricity, and Phone

Improvement(s) Description: None

Improvement(s) Size: NA (GBA) NA (NRA) Unit Price as Improved $: NA

Condition and Functional Design: NA

Current Use: Single Family Residential Development Highest & Best Use: Single Family Residential Development

Date of Inspection: March 4, 2009 Zoning: N/A Flood Plain:

Attach additional information as necessary.

Appraiser: Leonel Garza III October 6, 2009
(Typed, not signed) Date

Comparable Sale No. 3

COMPARABLE DATA SUPPLEMENT

District: Pharr Parcel No.: 1 Highway: LJ Drainage Project County: Hidalgo ROW CSJ N/A

Land Sale ☑ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Nahum Rodriguez and wife, Jaine V. Rodriguez Grantee/Lessee: Ester A. Salazar

Date: May 18, 2007 Recording Information: Doc# 1761468 Key Map: N/A

Address: Located along the southern side of Sioux Road, west of Cesar Chavez Road, San Juan, Texas. Zip Code: 78589

Legal Description: A tract consisting of 7.47 gross acres (or 325,314 square feet), more or less, out of and forming a part of Lot Four (4), Block Thirty-nine (39), Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 24-27, Map Records of Hidalgo County, Texas. (7.40 Acres Net)

Confirmed Price $: 170,000 Verified with: MLS# A100415S

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 7.40 acres Unit Price as Vacant $: 22,972 per acre

Type Street: Asphalt Paved – Sioux Road Utilities: All Municipal Utilities Available

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) Unit Price as Improved $: N/A

Condition and Functional Design: NA

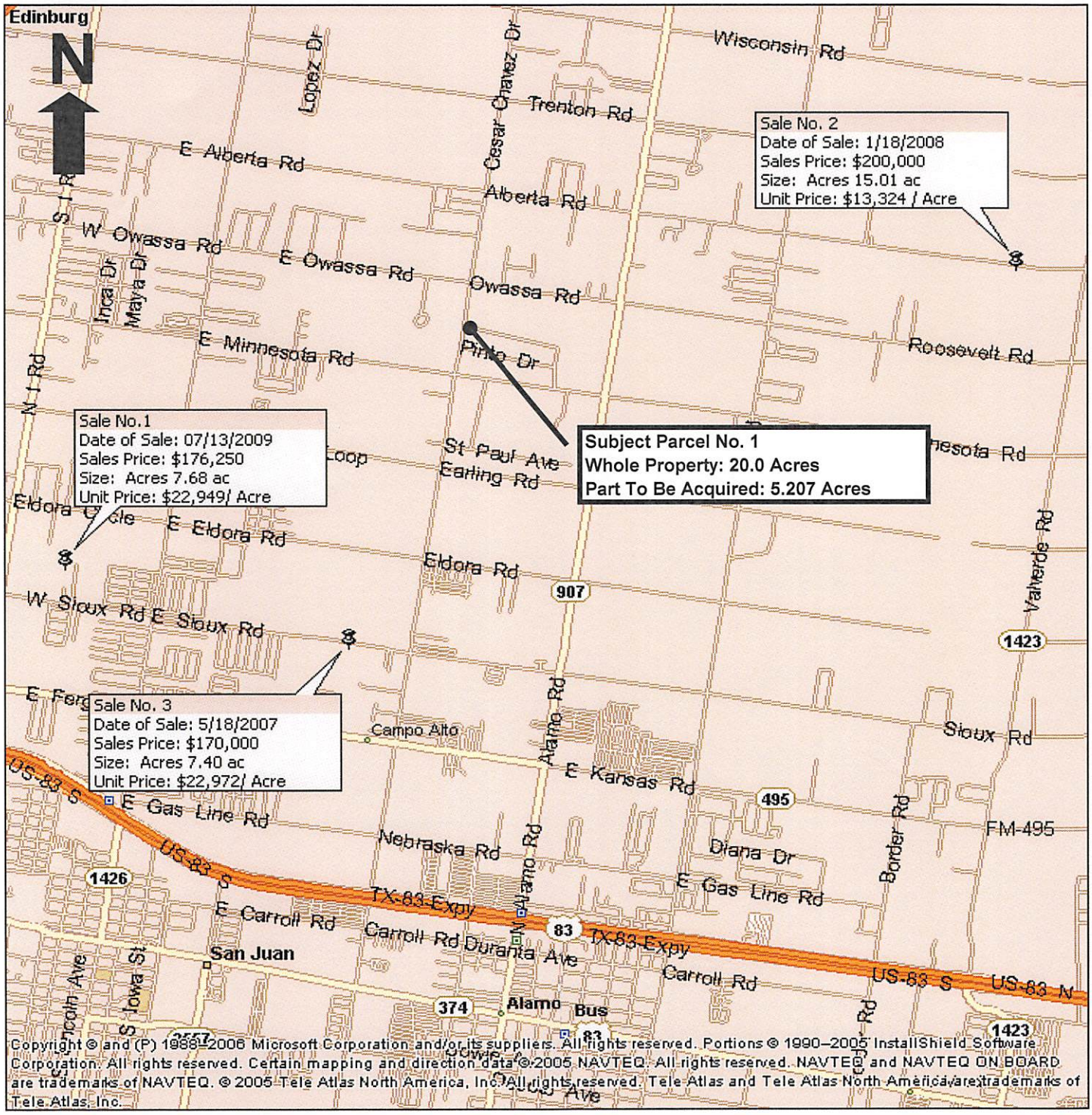
Current Use: Vacant Highest & Best Use: Single Family Residential Development

Date of Inspection: August 7, 2009 Zoning: N/A Flood Plain: N/A

Attach additional information as necessary.

Appraiser: Leonel Garza III October 6, 2009
(Typed, not signed) Date

COMPARABLE SALES MAP



Explanation of Adjustments with Reconciliation:

During the analysis of the acquisition area, the value for the subject property as a whole or economic unit was determined. This determination of market value is utilized for the valuation of the proposed acquisition which is a pro-rata part of the whole. The local market and extended market was searched for comparable sales of which contained similar frontage along Cesar Chavez Road and other similar and thoroughfares. Each of the sales utilized are located within Hidalgo County and are the most comparable located in the market place of which all information pertinent to the transaction could be verified. Several sales were located within this parameter of which had occurred within the past three years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

Sale No. 1 is located along the northern frontage of Sioux Road, east of "I" Road within San Juan, Texas. The property was purchased for $176,250 for 7.68 acres which equates to a unit rate of $22,949 per acre. The sale is located in an area superior to the subject as such an downward adjustment of -20% was indicated. Due to the sales similar lot location, financing, marketing conditions, physical characteristics, and access as compared to the subject property, no adjustments for these items of comparison were indicated. No other adjustments were indicated. After adjustments a unit value for the subject property is indicated to be $18,359 per acre.

Sale No. 2 is located along the northern frontage of Alberta Road, east of Tower Road within Hidalgo County, Texas. The property was purchased for $200,000 for 15.01 acres which equates to a unit rate of $13,324 per acre. The sale is inferior in location as compared to the subject; as such an upward adjustment of 20% was indicated. Due to the sales similar in financing, marketing conditions, physical characteristics, access and size as compared to the subject property, no adjustments for these items of comparison were indicated. A unit value for the subject property is indicated to be $15,989 per acre.

Sale No. 3 is located at the along the southern side of Sioux Road, west of Cesar Chavez Road in San Juan, Texas. The property was purchased for $170,000 for 7.40 acres which equates to a unit rate of $22,972 per acre. The sale is located in an area superior to the subject as such an downward adjustment of -20% was indicated. An adjustment of +20% were indicated for sales inferior physical characteristics. Due to the sales similar lot location, financing, marketing conditions, and access as compared to the subject property, no adjustments for these items of comparison were indicated. No other adjustments were indicated. After adjustments a unit value for the subject property is indicated to be $22,972 per acre.

Reviewing the comparable sales selected, an unadjusted range of market unit value of $13,324 per acre to $22,949 per acre is indicated. After applicable adjustments were made in a paired sales analysis of the comparables to the subject property, an adjusted range of unit market value of $15,989 per acre to $22,972 per acre was determined. Based on the subject property location along Cesar Chavez Road. A value near the mid to upper end of the adjusted unit rates was selected for the subject property, $18,750 per acre.

As for the portion of the part to be acquired of which is encumbered by the Hidalgo County Irrigation District No. 2 Easement, a 50% discount of the fee simple unit rate is applied for this area only. The purpose of such discount is that the fee simple owner of record does not contain the full bundle of right to said this portion of the subject property as the irrigation district has the right to construct, repair any drain or irrigation lines located within this designated easement area. This area reserved for such use will not be able to be built upon with structures with out the explicit permissibility of the district. However, upon the permissibility of the irrigation district, the fee simple owner may cross, farm, and utilize the surface of said tract of land. Since the fee simple owner does not contain full control of the land area a discount of 50% is applied. Therefore, the 0.865 acres located with the H.C.I.D. No. 2 Irrigation Easement unit rate is calculated at 50% of the $22,500/acre value determined for the fee simple area. This value shall be included for total compensation for the part to be acquired.

ESTIMATED VALUE OF ACQUISITION

Land:	**4.3420**	**Acres**	**@**	**$**	**22,500**	**Per Acre (As Fee Simple)**	**$**	**97,695**
Land:	**0.8650**	**Acres**	**@**	**$**	**11,250**	**Per Acre (As Easement)**	**$**	**9,731**

Improvements:	***No Improvements Indicated***	
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
	Total Improvements	$ -

TOTAL ESTIMATED VALUE $ **107,426**

ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualification of Appraiser
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Warranty Deed

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice (2006 Edition).*
- I have made a personal on-site visit of the property that is the subject of this report.
- Luis C. Garza, State Certified General Real Estate Appraiser with Leonel Garza Jr. & Associates who provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis. Personal Assistant Adrian Perez, aided in the physical measuring of the subject property only.
- No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an associate member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation. Leonel Garza is designated as a Master Real Estate Appraiser through the National Association of Master Appraisers.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX - 1338375 General

Luis Carlos Garza
General Certified Real Estate Appraiser
License No. TX - 1338051 - General

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable,. but no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

General Limiting Conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication.

3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

5. If the property rights appraised are the "Leased Fee Estate", then the Final Indicated Market Value Estimate is based on the continued performance under the lease terms.

6. The original and one copy of this report have been signed in blue ink. Any other copy, which is not signed in blue may have been altered, and this appraiser is not responsible for its contents or value indicated.

Assumptions and Interpretations Made by Appraiser of the Marketing Period

1. Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

2. Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

QUALIFICATIONS OF APPRAISER - LEONEL GARZA III

Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)
Graduate, 1991 McAllen Memorial High School, McAllen, Texas

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2010 (Active)

State Certified Property Tax Consultant
Number TX – 00003181
Licensed Since May 20, 2002
June 16, 2009 through June 16, 2010 (Active)

Public Service Organizations

Associate Member of the Appraisal Institute (Not MAI Designated)
Currently taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers
Designated as a Master Senior Appraiser in 2006 by the National Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

Associate Member of the International Right of Way Association (IRWA) (Member # 7899430)

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

Chairman of the Hidalgo County Subdivision Advisory Board
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney Generals Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo.

Chairman of the Hidalgo County Building Line of Adjustments
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

Member of The McAllen Palm City Lions Club
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2005 & 2006, the club raised funds to feed 60 family's throughout the City of McAllen.

Former Executive Board Member of the Lower Rio Grande Valley Boy Scouts Council
The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

Former Vice Chairman of the City of McAllen Ambulance Advisory Committee
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

Former Member of the City of McAllen Building Board of Adjustments and Appeals
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

Former Member of the Pharr Municipal Park Charter Committee
Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

Work Experience

- *Employee of Leonel Garza Jr. & Associates since 1990*
- *State Certified General Real Estate Appraiser since December 31, 1998*
- *Owner of G-3 Construction which primary focus is custom commercial and multifamily residential construction.*
- *Commercial and residential property manager throughout the City of McAllen & Pharr, Texas.*
- *Licensed Property Tax Consultant Since 2000.*
- *Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. who was a State Certified General Real Estate Appraiser & Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998. Appointed by Governor George W. Bush for two (2) terms.*

Clients For Which Appraisals Have Been Prepared By This Appraiser

Banks
Attorneys
Retailers
Doctors
Oil Companies
Farmers
Mortgage Companies
Hotel Franchises
US Department of Interior

Bankruptcy Courts
Homeowners
Rancher
National Franchises
Estate Planners
Texas Department of Transportation

Cities of:
Alamo
Alton
Edinburg
Hidalgo
Mercedes
Mission
McAllen
Pharr
San Juan
Progresso

Cameron County
Hidalgo County
Starr County

Type of Appraisals Which Have Been Prepared By This Office

Caliche Pits / Land Fills
Commercial Lots
Convenience Stores
Farms & Ranches
Industrial (McAllen Foreign Trade Zone)
Industrial Subdivisions
Medical Offices
Retail Commercial Strips
Warehouses

Apartment Complexes
Automobile Agencies
Mini-Storage Units
Mobile Home Park Subdivision
Motels / Hotels
Ranches
Residential Subdivisions
Restaurants
Right of Way Acquisitions
Truck Stops

Agricultural Land
Bar / Lounges
Grocery Stores
Multi-Tenant Retail
Multi-Tenant Offices
Residential
Vacant Residential Lots
Veterinary Clinics

Areas Where Appraised Properties Have Been Performed By This Office

Alamo
Beeville
Elsa
Mission
New Braunfels
Progresso
Rio Grande City
Roma

Edcouch
Hargill
Harlingen
Hidalgo
Los Ebanos
Port Isabel
South Padre Island
Zapata

Alice
Georgewest
Kingsville
McAllen
Palmview
San Antonio
Sullivan City
McCook

Austin
Donna
Edinburg
La Feria
La Joya
Mercedes
San Juan
Weslaco

QUALIFICATIONS OF APPRAISER - LUIS CARLOS GARZA

Education

- Graduate 2002 University of Texas Pan American, Edinburg, Texas
  Bachelor of Business Administration
- Graduate 1995 McAllen High School, McAllen, Texas

Licenses Held

- State Certified General Real Estate Appraiser
  Number TX – 1338051-General
  Licensed since July 28, 2008
  Expires: July 31, 2010 (Active)

Public Service Organization

- McAllen Palm City Lions Club
- Associate Member of the International Right of Way Association (IRWA) (Member # 78992)

Work Experience

- Employee of Leonel Garza Jr. and Associates since 2004

CERTIFIED LETTER OF INSPECTION SENT TO PROPERTY OWNER OF RECORD

Leonel Garza Jr. & Associates LLC
Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236

July 8, 2009

Project: LJ Drainage Project
The North one-half (N. 1/2) of Lot 8, Block 48, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas

Parcel No. 1
The Estate of Floyd E Anderson Deceased
6168 Sylvia Ave
Tarzana, CA 91335-6603

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Precinct No. 2, to appraise various properties within your market area for the purpose of acquiring either land in fee simple or as an easement. This proposed acquisition is for the purpose of creating a master plan drainage system for the County of Hidalgo. Attached is a survey of the property to be appraised. This office shall be inspecting the subject property from existing road right-of-way until verbal or written permission from you is granted to enter the subject property. We would like to extend the opportunity to meet with our office at your site at a later date in order to explain the project and the purpose of the appraisal report requested by Hidalgo County Precinct No. 2.

The Hidalgo County Precinct No. 2 is interested in acquiring said property believed to be in the name of The Estate of Floyd E Anderson Deceased. This is the beginning process for future negotiations to acquire the all or a portion of the subject property. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to you and you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be preformed.

If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

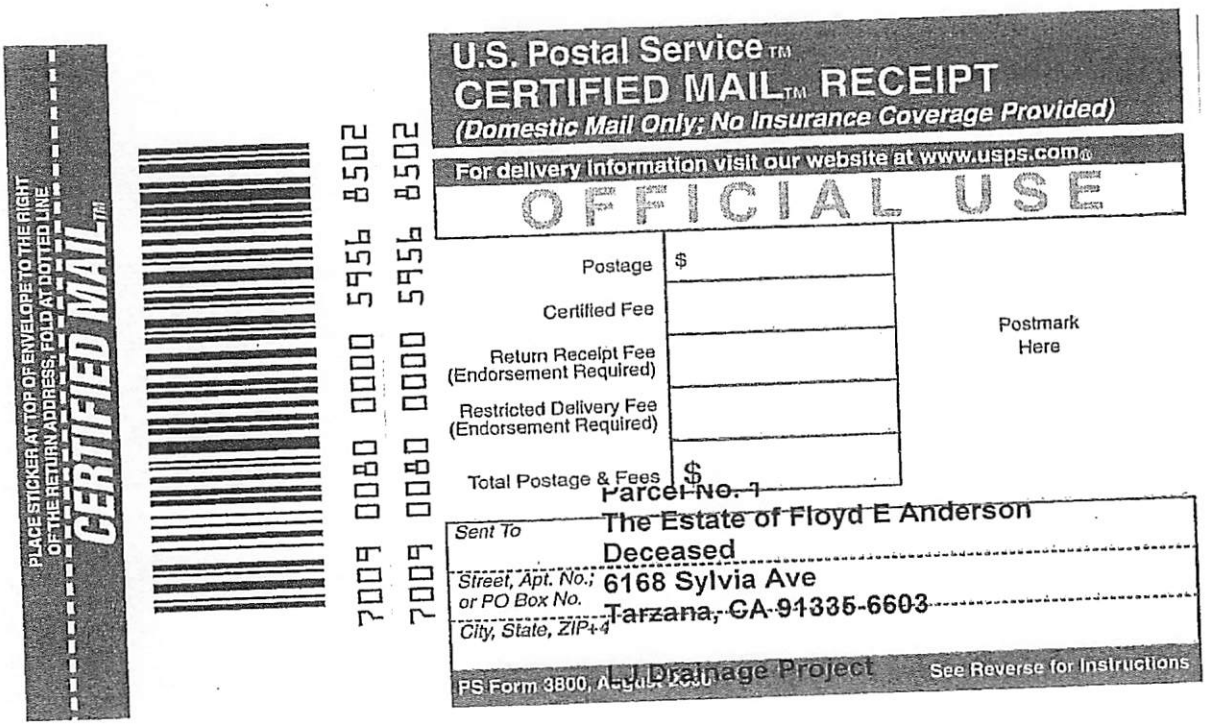
With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.

Sincerely,

Leonel Garza II
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Right-of-Way Department
Lupe Rodriguez, Right-of-Way Agent
509 East Earling
San Juan, Texas 78589
(956) 283-8134

CERTIFIED LETTER TRACKING INFORMATION



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™

7009 0080 0000 5956 8502

7009 0080 0000 5956 8502

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Parcel No. 1

Sent To: The Estate of Floyd E Anderson Deceased

Street, Apt. No.; or PO Box No.: 6168 Sylvia Ave

City, State, ZIP+4: Tarzana, CA 91335-6603

PS Form 3800, August 2006 — Drainage Project — See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

The Estate of Floyd E Anderson Deceased
6168 Sylvia Avenue
Tarzana, CA 91335-6603

Parcel No. 1

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

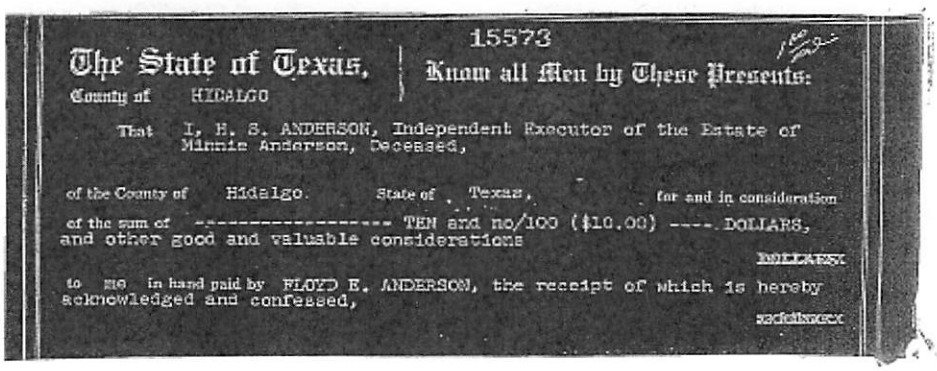
4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from serv.* 7009 0080 0000 5956 8502

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

WARRANTY DEED (Page 1 of 2)

VOLUME 926, PAGE 482, DEED RECORDS



15573

The State of Texas, | Know all Men by These Presents:

County of HIDALGO

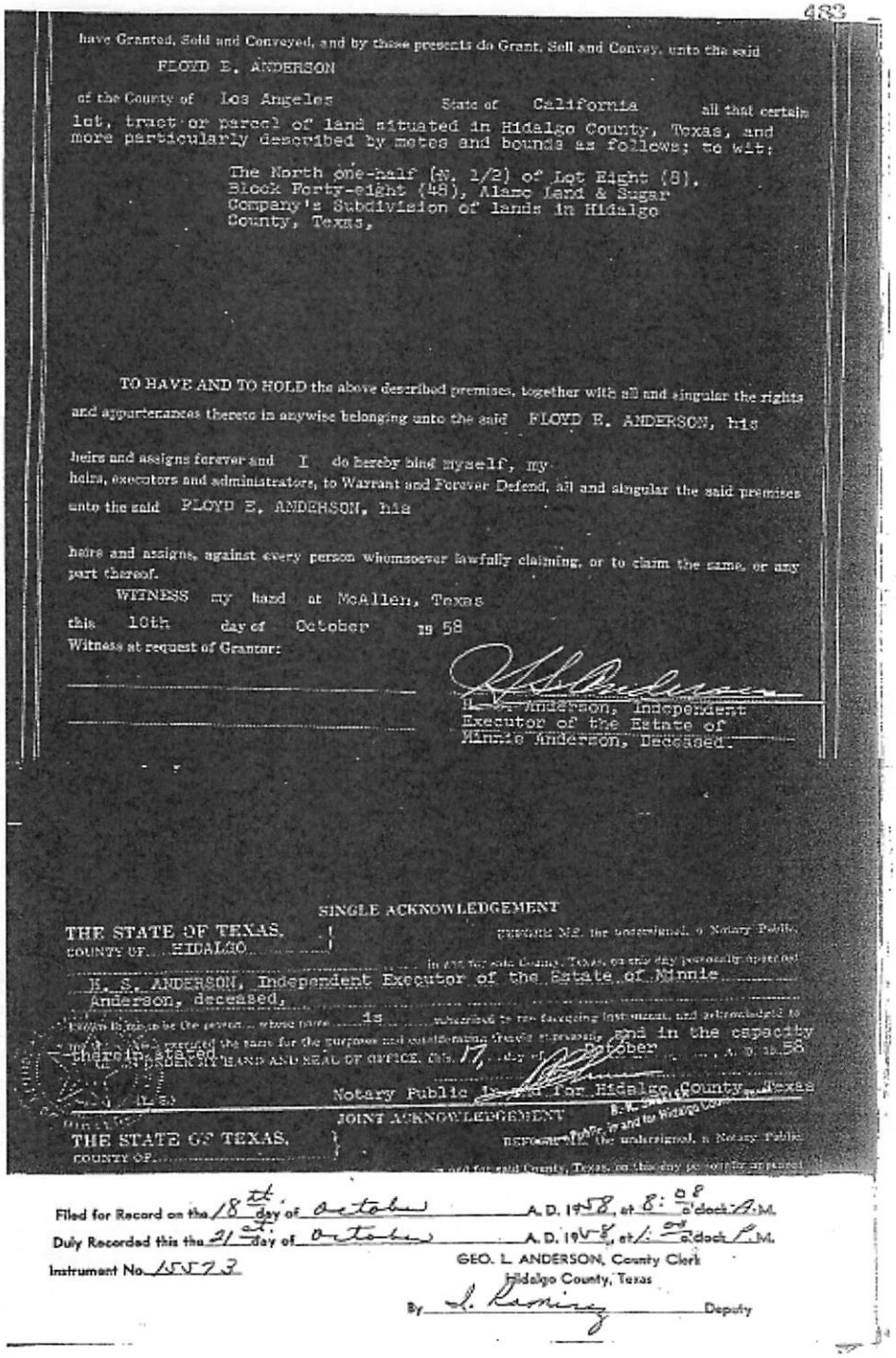
That I, H. S. ANDERSON, Independent Executor of the Estate of Minnie Anderson, Deceased,

of the County of Hidalgo State of Texas, for and in consideration of the sum of ---------- TEN and no/100 ($10.00) ----- DOLLARS, and other good and valuable considerations

RELEASED

to me in hand paid by FLOYD E. ANDERSON, the receipt of which is hereby acknowledged and confessed,

WARRANTY DEED (Page 2 of 2)



483

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

FLOYD E. ANDERSON

of the County of Los Angeles State of California all that certain lot, tract or parcel of land situated in Hidalgo County, Texas, and more particularly described by metes and bounds as follows; to wit:

The North one-half (N. 1/2) of Lot Eight (8), Block Forty-eight (48), Alamo Land & Sugar Company's Subdivision of lands in Hidalgo County, Texas,

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said FLOYD E. ANDERSON, his

heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said FLOYD E. ANDERSON, his

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at McAllen, Texas

this 10th day of October A.D. 58

Witness at request of Grantor:

H. S. Anderson, Independent Executor of the Estate of Minnie Anderson, Deceased.

SINGLE ACKNOWLEDGEMENT

THE STATE OF TEXAS, COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared H. S. ANDERSON, Independent Executor of the Estate of Minnie Anderson, deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of October, A.D. 58

Notary Public in and for Hidalgo County, Texas

JOINT ACKNOWLEDGEMENT

THE STATE OF TEXAS, COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County, Texas, on this day personally appeared

Filed for Record on the 18th day of October A.D. 1958, at 8:08 o'clock A.M.

Duly Recorded this the 21st day of October A.D. 1958, at 1:00 o'clock P.M.

Instrument No. 45573

GEO. L. ANDERSON, County Clerk
Hidalgo County, Texas

By L. Ramirez Deputy

AI-59464 **Precinct #2** **22. C.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Las Milpas Park Swimming Pool (1100):
Approval and authorization to increase the current change fund by $15.00 (from $10.00 to $25.00) for the Pct 2 Las Milpas Park Swimming Pool in accordance with Texas Local Government Code 130.902.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to increase the Change Fund.

Attachments

P2 Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/18/2017 02:05 PM
Linda Flores	Linda Flores	04/19/2017 10:30 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Erika Zamora Started On: 04/18/2017 11:23 AM

Final Approval Date: 04/28/2017

HIDALGO COUNTY
PRECINCT 2

HIDALGO COUNTY PRECINCT 2
COMMISSIONER
EDUARDO "EDDIE" CANTU

Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

April 8, 2017

Ray Eufracio, CPA
Hidalgo County Auditor
2802 South Business Highway 281
Edinburg, Texas 78539

Re: **Change Fund Increase for Pct 2 Las Milpas Park Swimming Pool**

Dear Mr. Eufracio:

As per Local Government Code Sec 130.902, Hidalgo County Pct. 2 is requesting approval to increase our change fund from $10.00 to $25.00 for the purpose of accepting payments for pool admission.

Our office is continuously running out of change and having to make trips to the bank to obtain change.

The money will continue to be safeguarded by locked bank money bags, which will be kept in a lock box.

Please make check payable to Esther Perez, Hidalgo County Pct. 2, 300 West Hall Acres, Ste G, Pharr, TX 78577, from the Advance to Parks Pct 2-Swimming Pool Account #7-1100-152-00-122-001-0-000.

Should you have any questions please contact me at (956) 787-1891.

Thank you,

Erika Zamora
Director of Management Operations

300 W. Hall Acres Suite G . Pharr, TX 78577 • 956.787.1891 • eduardo.cantu@co.hidalgo.tx.us

AI-59583 **Precinct #3** **23. A.**

CC - REGULAR

Meeting Date: 05/02/2017

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

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #3

Information

CAPTION

1. Acceptance of resignation of Filomena Leo, board member from South Texas ISD Board
2. Appointment of member to South Texas ISD Board

BACKGROUND

Fiscal Impact

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/27/2017 08:33 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 04/26/2017 05:14 PM
Final Approval Date: 04/28/2017		

P.O. BOX 1290

La Joya, Tex. 78560

April 25, 2017

Comm. Joe Flores

Pct. 3 County of Hidalgo

Comm. Flores:

Attached you will find my formal notice to Mr. Joe Lopez, Chair of the Board of Trustees, South Texas ISD. I have been informed that this Board accepted my resignation on April 20, 2017. This is a 24 member board; thus, my absence from the Board will not hamper official business continuing for STISD.

I would very much appreciate your consideration to appoint Becky Villarreal to fill my unexpired term. This is an elected position and one for which I was named in November, 2016 due to there being no opposition at the time the election was called. The term will expire on Nov., 2020. Mrs. Villarreal can be reached at 1216 E. Military Rd., Penitas, Tx. 78576.

Thank you for your consideration of placing Mrs. Villarreal before Commissioners' Court for formal appointment to the unexpired term.

Sincerely,

Filomena Leo

Filomena Leo

© Gartner Studios

P.O. BOX 1290

La Joya, Tex. 78560

April 12, 2017

Mr. Joe Lopez, Chair

Board of Trustees

South Texas ISD

Dear Mr. Lopez:

I was first appointed in May, 1994 to fill the unexpired term of Dolores Valadez on the Board of Trustees, South Texas ISD. At this time, the district was first beginning its renewed purpose to serve as a magnate school district. Years later, and with much regret, I inform you of my resignation from this distinguished Board. Serving during the years of formation and continued evolvement of this district has been a unique experience in my life. I have been honored to be a part of this journey and having been a part of improving the quality of life for hundreds of Valley students.

I have given much thought and prayer to this decision, and I know this is a necessary step. My duty to family calls me to spend more time with them. I cannot do justice to the responsibility of a trustee and to family. I have informed County Comm. #3, Joe Flores who will name my replacement. He will be placing that name before Commissioners' Court in the very near future.

South Texas ISD is under the capable leadership of Dr. Marla Guerra, aided by the overwhelming support of the Board of Trustees. I wish for all only continued success. Please know that there will always be a place in my heart for the district, the staff and the students of South Texas ISD.

Sincerely,

Filomena Leo

Filomena Leo

Copies: Mr. Joe Flores, Comm

Hidalgo County Pct. 3

Mr. Ramon Garcia, Judge

County of Hidalgo

Mrs. Marla Guerra, Ed.D.

South Texas Independent School District

© Gartner Studios

AI-59508 **Precinct #3** **23. B.**

CC - REGULAR

Meeting Date: 05/02/2017

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

Department: COMM. PCT. #3

Information

CAPTION

Requesting authorization to install 3 Way Stop signs at the Intersection of Mile 8 and Shary Rd.

BACKGROUND

This due to several accidents at this intersection.
All procedures for installation will follow TxDot standards.

Fiscal Impact

Attachments

E-Mail and Pictures
Location Map

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2017 01:14 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Norma Ceballos		Started On: 04/20/2017 03:57 PM
Final Approval Date: 04/28/2017		

From : Jolynn Menchaca <jolynn_m10@hotmail.com> Thu, Feb 02, 2017 07:16 AM

Subject : Fw: Jolynn Menchaca Crash Photos 6149 W mile 8 rd Mission, Tx 78573 8 attachments

To : victor gallardo <victor.gallardo@co.hidalgo.tx.us>

From: Jolynn Menchaca <jolynn_m10@hotmail.com>
Sent: Wednesday, February 1, 2017 10:08 PM
To: Jolynn Menchaca; commissioner3@co.hidalgo.tx.us
Subject: Jolynn Menchaca Crash Photos 6149 W mile 8 rd Mission, Tx 78573

Dear Commissioner Joe Flores , Victor or to whom it may concern,

As per our pervious conversation I would like to show you multiple pictures of the accidents that have occurred in my front yard in the last 2 years. The last two accidents happened in the past 3 months. I would like some action to taken by the county to prevent more accidents such the ones that appear in these photos.

Listed below are dates of accidents and the cost we have had to pay to repair the damages.

October 28, 2014- Mcallen Pd crashed into our mailbox during a pursuit. $175.00 (Mcallen PD reimbursed us for the damages)

February 1, 2015- Drunk driver was speeding and fled the scene. (Silver Saturn car) $2,115.00

November 27, 2016- Drunk driver was speeding and did not know pavement ended. An agreement was made for reimbursement but was never received. (Black Cadillac) $2,455.00

January 31, 2017- Young man speeding and lost control due to not knowing pavement ended. 16 year old passenger is currently in ICU for injuries that occurred in this crash. (Red Chevy Truck) Cost of repair is estimated to be $8,500.00

Please let me know if you need anymore information and please keep me updated because I am trying to ensure the safety of my family, children and our fellow county citizens. Thank you for your time. Please let us keep everyone safe and prevent lives being lost in the future.

Concerned Hidalgo county citizens,
Mario and Jolynn Menchaca

6149 W Mile 8 rd
Mission, Tx 78573

(956) 342-5870
(956) 533-2235

Zimbra **victor.gallardo@co.hidalgo.tx.us**

Fwd: Jolynn Menchaca Crash Photos 6149 W mile 8 rd Mission, Tx 78573 part 2

From : Victor Gallardo <victor.gallardo@co.hidalgo.tx.us> Mon, Apr 10, 2017 03:59 PM
Subject : Fwd: Jolynn Menchaca Crash Photos 6149 W mile 8 rd Mission, Tx 78573 part 2
To : Valde Guerra <valde.guerra@co.hidalgo.tx.us>

Thank You,

Victor Gallardo ROW Agent

Hidalgo County Precinct 3
724 North Breyfogle
Mission, Tx 78574

Office 956-585-4509 Ext. 3018
Cellular 956-867-5514
Email: victor.gallardo@co.hidalgo.tx.us

----- Forwarded Message -----
From: "Jolynn Menchaca" <jolynn_m10@hotmail.com>
To: "victor gallardo" <victor.gallardo@co.hidalgo.tx.us>
Sent: Thursday, February 2, 2017 7:46:21 AM
Subject: Fw: Jolynn Menchaca Crash Photos 6149 W mile 8 rd Mission, Tx 78573

From: Jolynn Menchaca <jolynn_m10@hotmail.com>
Sent: Wednesday, February 1, 2017 10:08 PM
To: Jolynn Menchaca; commissioner3@co.hidalgo.tx.us
Subject: Jolynn Menchaca Crash Photos 6149 W mile 8 rd Mission, Tx 78573

Dear Commissioner Joe Flores , Victor or to whom it may concern,

As per our pervious conversation I would like to show you multiple pictures of the accidents that have occurred in my front yard in the last 2 years. The last two accidents happened in the past 3 months. I would like some action to taken by the county to prevent more accidents such the ones that appear in these photos.

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October 28, 2014- Mcallen Pd crashed into our mailbox during a pursuit. $175.00 (Mcallen PD reimbursed us for the damages)

February 1, 2015- Drunk driver was speeding and fled the scene. (Silver Saturn car) $2,115.00

November 27, 2016- Drunk driver was speeding and did not know pavement ended. An agreement was made for reimbursement but was never received. (Black Cadillac) $2,455.00

January 31, 2017- Young man speeding and lost control due to not knowing pavement ended. 16 year old passenger is currently in ICU for injuries that occurred in this crash. (Red Chevy Truck) Cost of repair is estimated to be $8,500.00

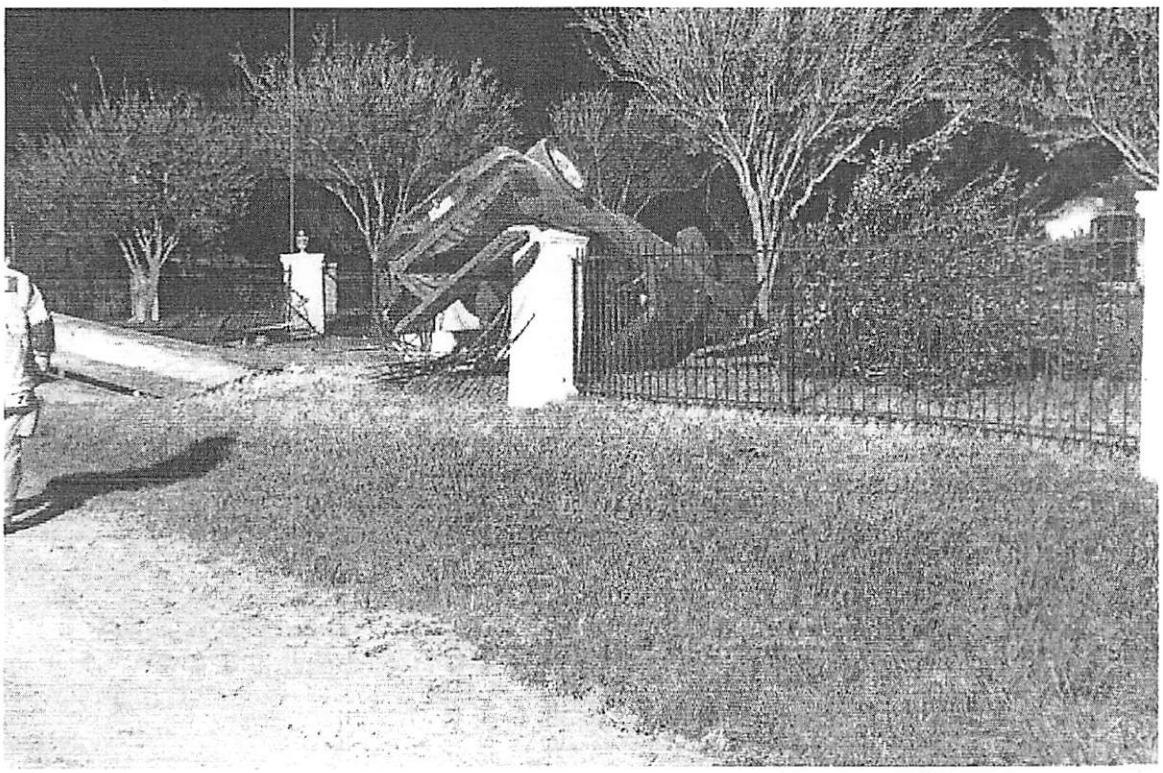
Please let me know if you need anymore information and please keep me updated because I am trying to ensure the safety of my family, children and our fellow county citizens. Thank you for your time. Please let us keep everyone safe and prevent lives being lost in the future.

Concerned Hidalgo county citizens,
Mario and Jolynn Menchaca

6149 W Mile 8 rd
Mission, Tx 78573

(956) 342-5870
(956) 533-2235

MEDICARE



672433
23024
23023
23016
23018
23015
55176
16645
SHARY
MILE 8
Alicia
Parkway
1-Existing Stop
2- New Proposed Stop

AI-59609 **Precinct #4** **24. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Lulu Lucio, COMM. PCT. #4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Presentation on FEMA status update

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 10:12 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 04/28/2017 08:56 AM
Final Approval Date: 04/28/2017		

AI-59626 **Precinct #4** **24. B.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Lulu Lucio, COMM. PCT. #4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

1. Acceptance of resignation of Louie Kieffer, board member of the Emergency Services District (ESD) #3 Board
2. Appointment of Travis Richards to the Emergency Services District (ESD) #3 Board

BACKGROUND

Fiscal Impact

Attachments

email
LETTER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 01:52 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Monica Badillo Started On: 04/28/2017 11:33 AM

Final Approval Date: 04/28/2017

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

Hidalgo County ESD No. 3 Board of Commissioners Appointment

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Fri, Apr 28, 2017 11:09 AM

Subject : Hidalgo County ESD No. 3 Board of Commissioners Appointment

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

Cc : Joseph Palacios <joseph.palacios@co.hidalgo.tx.us>, Lizbeth Gonzalez <lizbeth.gonzalez@co.hidalgo.tx.us>, Jose Luis Caso <jose.caso@co.hidalgo.tx.us>

Good Morning Moni,

Hidalgo County ESD No. 3 is in need of having a fifth board member appointed by the Commissioners' Court to replace Mr. Louie Kieffer who has resigned from Place 3. Commissioner Palacios would like to appoint Mr. Travis Richards to this position on the next agenda.

Can you please create the agenda item for us and let me know if you need anything else, thank you!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

December 1, 2016

To whom it may concern:

I have served on the Hidalgo County Fire District Board since its inception in 1995 when I was asked to serve for a two year term. Although I have enjoyed my time on the board, I feel it is time for me to step down from my position. Please know that I have thoroughly appreciated and enjoyed the opportunity to serve with you all and I'm very proud of all we were able to accomplish. I am particularly honored to have served as treasurer all this time. As a board and as individuals, you are all tremendously talented and I feel lucky to have volunteered by your side.

Sincerely,
Louie M Kieffer

AI-59501 **Precinct #4** **24. C.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Joseph Palacios, COMM. PCT. #4 **Submitted By:** Nick Perez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct.4 Rd. Maint (1200):
1. Approval of 2016 certification of revenues by County Auditor of funds received from the Hidalgo County Drainage District No. 1 for reimbursements from the J-09 Drain Project.
2. Approval of 2017 appropriation of funds into Pct 4 Rd. Maint. in the amount of $145,522.04.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from Auditor's Office.

Attachments

COR
J-09 Memo
J-09 Appropriation
Copy Of Check 022975

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/20/2017 02:37 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Nick Perez		Started On: 04/20/2017 02:18 PM
Final Approval Date: 04/28/2017		

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

April 27, 2017

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the Intergovernmental contract between Hidalgo County and the Drainage District No. 1 for the J-09 Project in the amount of $145,522.04. 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

4/27/17
Date

THE COUNTY OF HIDALGO

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: APRIL 20, 2017
TO: HIDALGO COUNTY AUDITOR
RAY EUFRACIO
FROM: HIDALGO COUNTY PCT. #4
REF: CHK#022975

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING REVENUES **CHK #022975** BE CERTIFIED INTO THE FOLLOWING ACCOUNT.

ACCOUNT: **7-1200-341-50-124-002-0-000.**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

NICK PEREZ

ATTACHMENTS: CHK#022975

AI-59501 **Precinct #4 39. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Joseph Palacios, COMM. PCT. #4 **Submitted By:** Nick Perez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct.4 Rd. Maint (1200):
1. Approval of 2016 certification of revenues by County Auditor of funds received from the Hidalgo County Drainage District No. 1 for reimbursements from the J-09 Drain Project.
2. Approval of 2017 appropriation of funds into Pct 4 Rd. Maint. in the amount of $145,522.04.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from Auditor's Office.

Attachments

J-09 Memo
J-09 Appropriation
Copy Of Check 022975

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/20/2017 02:37 PM
Final Approval		
Form Started By: Nick Perez		Started On: 04/20/2017 02:18 PM

DATE: April 20, 2017

2017
Appropriation

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Department of Budget & Management for **Pct 4 Rd Maint**

ACCOUNT NUMBER: 7-1200-431-00-124-007-0-XXX

Contact Person: Nick Perez Ph#: (956) 383-3112 ext. 4008

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
7-1200-431-00-124-007-0- 890	PCT4 RD MAINT	OTHER	145,522.04
7-1200-341-50-124-002-0-000	*R&B Pct 4 - DD#1 J-09 Drainage Project*		*145,522.04*
		TOTAL BUDGET INCREASE (DECREASE)	**145,522.04**

REASON: To appropriate funding for revenues from Drainage District No.1 for the J-09 Drain Project for PP 22-26.

Joseph Palacios PE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

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

Receipt No: 209667

Received From: DD#1 TO PCT 4 J-09 DRAINAGE PROJECT Date 04/20/17

1	00002534	R&B PCT4-DD#1 J-09 DRAINAGE PRJ	7-1200-341-50-124-002-0-000	145,522.04

Total: **145,522.04**

Check Total	145,522.04
Cash Total	.00
Credit Total	.00
Other Total	.00

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

HIDALGO COUNTY
DRAINAGE DISTRICT #1

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

CAPITAL PROJECTS FUND

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1168/1149

No. 022975

Check Date	Check No.	Amount
04/20/17	00002534	$145,522.04

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its term meeting indicated above and to be paid out of the Capital Projects Fund

PAY ****One Hundred Forty Five Thousand Five Hundred Twenty Two and 04/100 Dollars

TO THE ORDER OF
HIDALGO COUNTY PCT. NO. 4
C/O JOSEPH PALACIOS
1102 N. DOOLITTLE RD.
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named.

Norma G. Garcia — COUNTY TREASURER

Lou Brown — FINANCIAL OFFICER

⑈00002534⑈ ⑆114911687⑆ ⑈7101586⑧⑈

Payee HIDALGO COUNTY PCT. NO. 4

00002534

Account #:

04/20/2017

Invoice	Description	Amount
PP22-26 2016	J09 REIMBURSEMENT PP 22-26 2016	$145,522.04

Total : $145,522.04

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

March 27, 2017

Honorable Joseph Palacios
Hidalgo County Commissioner Pct. 4
1051 North Doolittle
Edinburg, Texas 78541

Dear Commissioner Palacios:

The Auditor's Office has concluded the review of the J-09 Project for pay periods 22, 23, 24, 25, and 26 for 2016. The amount calculated as allowable costs for the project, based on supporting documentation provided by your department, is $145,522.04.

The total amount to be invoiced to Hidalgo County Drainage District Number 1 is $145,522.04 for the pay periods stated above. Enclosed is a CD which includes the supporting documentation.

Should you have any questions or concerns please contact Linda Fong, First Assistant Auditor, at 318-2511 ext. 4668, or me at ext 4604.

Respectfully,

Raymundo Eufracio, CPA
Hidalgo County Auditor

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETARY 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, 398th D.C. | L. RENO VASQUEZ JUDGE, 398th D.C. | ISRAEL RAMON, JR. JUDGE, 430th D.C. | RENEE R. BETANCOURT JUDGE, 449th D.C.

J-09 Drainage Project

2016	Original Request	Allowed	Disallowed Amount	Total Due From DD#1
PP22				
10/03/2016-10/16/2016				
Labor	$ 10,102.15	$ 10,102.15	$ -	$ 10,102.15
Equipment	29,877.39	29,877.39	-	29,877.39
Fuel	2,027.12	1,833.00	194.12	1,833.00
Total	42,006.66	41,812.54	194.12	41,812.54
PP23				
10/17/2016-10/30/2016				
Labor	$ 4,870.24	$ 4,870.24	$ -	$ 4,870.24
Equipment	16,217.98	16,217.98	-	16,217.98
Fuel	1,221.64	937.22	284.42	937.22
Total	22,309.86	22,025.44	284.42	22,025.44
PP24				
10/31/2016-11/13/2016				
Labor	$ 4,691.72	$ 4,691.72	$ -	$ 4,691.72
Equipment	16,229.98	16,229.98	-	16,229.98
Fuel	886.69	598.81	287.88	598.81
Total	21,808.39	21,520.51	287.88	21,520.51
PP25				
11/14/2016-11/27/2016				
Labor	$ 4,111.90	$ 4,111.90	$ -	$ 4,111.90
Equipment	12,545.63	12,545.63	-	12,545.63
Fuel	642.24	414.27	227.97	414.27
Total	17,299.77	17,071.80	227.97	17,071.80
PP26				
11/28/2016-12/11/2016				
Labor	$ 9,941.30	$ 9,941.30	$ -	$ 9,941.30
Equipment	31,648.64	31,615.09	33.55	31,615.09
Fuel	1,772.42	1,535.36	237.06	1,535.36
Total	43,362.36	43,091.75	270.61	43,091.75
Grand Total	$ 146,787.04	$ 145,522.04	$ 1,265.00	$ 145,522.04

Labor	$ 33,717.31
Equipment	$ 106,486.07
Fuel	$ 5,318.66
	$ 145,522.04

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: APRIL 20, 2017
TO: HIDALGO COUNTY AUDITOR
RAY EUFRACIO
FROM: HIDALGO COUNTY PCT. #4
REF: CHK#022975

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING REVENUES **CHK #022975** BE CERTIFIED INTO THE FOLLOWING ACCOUNT.

ACCOUNT: **7-1200-341-50-124-002-0-000.**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

NICK PEREZ

ATTACHMENTS: CHK#022975

DATE: April 20, 2017

2017
Appropriation

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Department of Budget & Management for **Pct 4 Rd Maint**

ACCOUNT NUMBER: 7-1200-431-00-124-007-0-XXX

Contact Person: Nick Perez Ph#: (956) 383-3112 ext. 4008

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
7-1200-431-00-124-007-0- 890	PCT4 RD MAINT	OTHER	145,522.04
7-1200-341-50-124-002-0-000	*R&B Pct 4 - DD#1 J-09 Drainage Project*		*145,522.04*
		TOTAL BUDGET INCREASE (DECREASE)	**145,522.04**

REASON: To appropriate funding for revenues from Drainage District No.1 for the J-09 Drain Project for PP 22-26.

Joseph Palacios JP.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

HIDALGO COUNTY
DRAINAGE DISTRICT #1
902 N. DOOLITTLE
EDINBURG, TEXAS 78542
CAPITAL PROJECTS FUND

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1168/1149

No. 022975

Check Date	Check No.	Amount
04/20/17	00002534	$145,522.04

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its term meeting indicated above and to be paid out of the Capital Projects Fund

PAY ****One Hundred Forty Five Thousand Five Hundred Twenty Two and 04/100 Dollars

TO THE ORDER OF
HIDALGO COUNTY PCT. NO. 4
C/O JOSEPH PALACIOS
1102 N. DOOLITTLE RD.
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named.

Norma G. Garcia COUNTY TREASURER

Lori Brown FINANCIAL OFFICER

⑈00002534⑈ ⑆114911687⑆ ⑈7015868⑈

Payee HIDALGO COUNTY PCT. NO. 4

00002534
Account #:
04/20/2017

Invoice	Description	Amount
PP22-26 2016	J09 REIMBURSEMENT PP 22-26 2016	$145,522.04

Total : $145,522.04

AI-59652 **Budget and Management** **25. A.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Status update regarding the Hidalgo County Rural Subdivision Streetlight Pilot Program

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 04:45 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Rolando Garcia Started On: 04/28/2017 04:39 PM

Final Approval Date: 04/28/2017

AI-59643 **Budget and Management** **25. B.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2016 Operation Stonegarden (1284):
1. Ratification of Sheriff's Office grant acceptance date approved by CC on March 7, 2017, AI-58762, from 3/07/17 to 5/02/2017.
2. Ratification of Constable Pct. 1 grant acceptance date approved by CC on March 7, 2017, AI-58799, from 3/07/17 to 4/17/17.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Constable Pct. 1 SOGA
Sheriff's Office SOGA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 03:27 PM
Ivan Cantu	Ivan Cantu	04/28/2017 04:19 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Debbie Tamez Started On: 04/28/2017 02:37 PM
Final Approval Date: 04/28/2017

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3174702	**Award Amount:**	$75,000.00
Date Awarded:	4/17/2017	**Grantee Cash Match:**	$0.00
Grant Period:	01/01/2017 - 08/31/2018	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2018	**Total Project Cost:**	$75,000.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo-2016 OPSG-Constable PCT1		
Grant Manager:	Jerry Ding		
DUNS Number:	103110834		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	8/6/2016
Federal/State Award ID Number:	EMW-2016-SS-00056
Total Federal Award/State Funds Appropriated:	$80,593,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. 2015 OT funds need to be exhausted before 2016 OT funds can be requested for reimbursement.	4/13/2017		☐	☑
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make available upon request.	1/20/2017		☐	☐
Operations Order Required: By participating in the OPSG, the state, local, and Tribal agencies agree to conduct operations designed to reduce border-security risk. Tactical operations will be conducted on a periodic basis meeting the criteria outlined below. Tactical operational periods are composed of six critical elements: 1) a pre-planning meeting with the IPT; 2) specified beginning and ending dates; 3) intelligence driven, with a nexus to border security; 4) use of targeted enforcement techniques; 5) clearly stated objectives; and 6) an after-action meeting. A campaign should involve several tactical operational periods. These periods require deliberate on-going planning to ensure command, staff, and unit activities synchronize to current and future operations. Please prepare and submit the next Operations Order. Fund holds on specific budget line items will be released as Operations Orders are approved.	1/20/2017		☐	☐
Please be advised that OOG has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.	4/13/2017		☐	☐

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3172202	**Award Amount:**	$1,500,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	01/01/2017 - 08/31/2018	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2018	**Total Project Cost:**	$1,500,000.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo-2016 OPSG-Sheriff's Office		
Grant Manager:	Jerry Ding		
DUNS Number:	103110834		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	8/6/2016
Federal/State Award ID Number:	EMW-2016-SS-00056
Total Federal Award/State Funds Appropriated:	$80,593,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. 2015 OT funds need to be exhausted before 2016 OT funds can be requested for reimbursement.	4/13/2017		☐	☑
Procurement Questionnaire: Grantees must submit to OOG an OOG-prescribed Procurement Questionnaire when a procurement is expected to exceed $150,000. In addition, OOG may require the grantee to submit supporting documentation on a case-by-case basis.	2/22/2017		☐	☑
Overtime: Grantees must upload a copy of the overtime policy approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must: 1) clearly describe how overtime will be calculated; 2) be consistent with the agency's overtime policy; and 3) treat grant-paid personnel the same as non-grant paid personnel. OOG will monitor overtime expenditures based on this policy. OOG will release the Condition of Funding once OOG approves the overtime policy.	1/20/2017	2/4/2017	☐	☐
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make available upon request.	1/20/2017		☐	☐
Operations Order Required: By participating in the OPSG, the state, local, and Tribal agencies agree to conduct operations designed to reduce border-security risk. Tactical operations will be conducted on a periodic basis meeting the criteria outlined below. Tactical operational periods are composed of six critical elements: 1) a pre-planning meeting with the IPT; 2) specified beginning and ending dates; 3) intelligence driven, with a nexus to border security; 4) use of targeted enforcement techniques; 5) clearly stated objectives; and 6) an after-action meeting. A campaign should involve several tactical operational periods. These periods require deliberate on-going planning to ensure command, staff, and unit activities synchronize to current and future operations. Please prepare and submit the next Operations Order. Fund holds on specific budget line items will be released as Operations Orders are approved.	1/20/2017		☐	☐

Personnel Cap Waiver: Pending approval of the Personnel Cap Waiver by the FEMA Administrator, your jurisdiction is authorized to spend up to, but must not exceed, 50 percent of the Operation Stonegarden allocation issued by FEMA. Fund holds on specific budget line items will be released upon receipt of the FEMA Administrator's approval of the Operations Order.	1/20/2017	2/15/2017	☐	☐
Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload' function in the eGrants system. The resolution must contain the following: • Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested; • A commitment to provide all applicable matching funds; • A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and • A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG.	1/20/2017	3/1/2017	☐	☐
Please be advised that OOG has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.	2/22/2017		☐	☐

AI-59635 **Budget and Management** **25. C.**

CC - REGULAR

Meeting Date: 05/02/2017

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

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMM. PCT. #3

Information

CAPTION

TXDOT-Pct 3:
Authorization to submit the Economically Disadvantaged County (EDC) Program Application and Affidavit for the FM494 (FM676-SH107) Project, CSJ 0864-01-068, with authority for County Judge to sign all required documentation.

BACKGROUND

CSJ#0864-01-068
RCSJ#0864-01-072

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact at this time - EDC Application Only.

Attachments

EDC Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 01:54 PM
Ivan Cantu	Ivan Cantu	04/28/2017 02:31 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Merlen P. Munoz Started On: 04/28/2017 01:07 PM

Final Approval Date: 04/28/2017

Texas Department of Transportation
600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

April 19, 2017

The Honorable Ramon Garcia
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Economically Disadvantaged County (EDC) Program Application
FM 494, from FM 676 to SH 107
CSJ: 0864-01-068
RCSJ#0864-01-072

Dear Judge Garcia:

Attached for your review and consideration are a partially completed Economically Disadvantaged County (EDC) Program Application and an Affidavit for the subject project. If the County would like to apply for the EDC reduction on their local participation for ROW and compensable utilities, please complete the affidavit and return it to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing.

Please contact Mr. Bazan or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

RCV'D DEPT BDGT & MGMT
APR 26 '17 PM3:23

Attachments

cc: Honorable Joe M. Flores, Hidalgo County Commissioner, Precinct #3
Homer Bazan, Jr., P.E., TxDOT Director of Transportation Planning and Development
Rene Garza, P.E., TxDOT Pharr Area Engineer
Eduardo Saenz, P.E., TxDOT Project Manager
Jacinto Garza, P.E., L&G Engineering

TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo County

APPLICANT **Hidalgo County**

District Contact Information

NAME: Maricela Salinas

TELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

* If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

2 Population (2010 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0864-01-068
ESTIMATED LETTING DATE	April-19

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

FM 494, From FM 676 (Mile 5) to SH 107

PROJECT SCOPE- Give type of work.

Widen to 4 lane

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

Hidalgo County is marked with high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the County's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 91

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)	4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Right of Way	$2,500,000.00	10%	$250,000.00	$22,500.00
Eligible Utilities	$1,000,000.00	10%	$100,000.00	$9,000.00
			$0.00	$0.00
			$0.00	$0.00
TOTAL	**$3,500,000.00**		**$350,000**	**$31,500**

Approved by: _____ Date: _____

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city / county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____
Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____
Official Signature

_____
Printed or stamped name of Notary

AI-59398 **Budget and Management** **25. D.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Amy Saenz-Smith, COMM. PCT. #1

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMM. PCT. #1

Information

CAPTION

TXDOT Pct 1:
1. Discussion, consideration, and approval of Agreement to Contribute Right of Way Funds (Fixed Price) between Hidalgo County and Texas Department of Transportation (TXDOT) for the right of way acquisition for FM907 from Nolana Rd to IH-2 (CSJ: 1586-01-069) with authority for the County Judge to sign all required documentation.
2. Approval to issue check payable to the Texas Department of Transportation in the amount of $549.09 for the County's estimated share of right of way acquisitions for the FM907 Project, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor. (CSJ: 1586-01-069)

BACKGROUND

(3) Original Agreements will need to be signed by the County Judge
ROW CSJ: 1586-01-072
CCSJ: 1586-01-069

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1315-431-00-121-234-0-841

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

BUDGETARY IMPACT:

Funds available pending commissioners court approval of AI-59402.

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	04/13/2017 09:10 AM
Budget & Management	Veronica Ortiz	04/13/2017 09:17 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Merlen P. Munoz		Started On: 04/13/2017 08:12 AM
Final Approval Date: 04/28/2017		

Texas Department of Transportation
125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8700 | WWW.TXDOT.GOV

CMRRR# 7014 3490 0000 1721 0579

April 10, 2017

RECEIVED
APR 12 2017
COUNTY JUDGE

The Honorable Ramon Garcia
Hidalgo County Judge
100 E. Cano St.
Ste. 201
Edinburg, TX 78539

REF: Executed Agreement to Contribute Right of Way Funds (Fixed Price)

County: Hidalgo County
Project: FM 907
Limits: From: Nolana Rd. To: IH-2
ROW CSJ: 1586-01-072
CONST CSJ: 1586-01-069

Honorable Mayor Garcia,

Enclosed find three (3) originals of an "Agreement to Contribute Right of Way Funds (Fixed Price)" for approval by the Hidalgo County Commissioners for the above right of way acquisition project.

Inclusive in this agreement is the City's requested and awarded Economically Disadvantage County (EDC) Program adjustment from the Texas Transportation Commission under Minute Order No. 114760. A letter dated November 30, 2016 from Toribio Garza Jr., P.E., Pharr District Engineer to your attention, awards the County a ninety one percent (91%) adjustment to the required ten percent (10%), thereby resulting in a Local Government net contribution amount of point nine percent (0.9 %) participation and State participation of ninety nine point one percent (99.1%).

We are herein respectfully requesting that an action item be presented to the County Commission's agenda at the earliest convenient time to consider the execution of the enclosed agreement. Once presented, approved and executed, please forward the three original executed agreements, a copy of the resolution approving the project and a check from Hidalgo County to the Texas Department of Transportation in the amount of Five Hundred Forty Nine and 09/100 ($549.09). Your cost participation is calculated by applying the 90% EDC adjustment award to the 10% Hidalgo County cost participation requirement resulting in a cost participation breakdown of 99.1 % State and 0.9% County of Hidalgo. The 0.9% is then applied to the estimated cost of right of way acquisition of Sixty One Thousand Ten and no/100 ($61,010.00). Please note that although utilities are indicated in the EDC approval sheet, it has been determined said

utilities are there by permit and such are not compensable. Participation by local government is limited to Right of Way acquisition cost only.

Upon receipt of the three (3) fully executed agreements, a copy of the resolution approving the project and the above mentioned check, we will forward the executed agreements to our Right of Way Division Director in Austin for his review, approval and execution. We will also request that the ROW acquisition project be issued a full authority to proceed status.

Once we obtain the official release from the ROW Division, we will issue a written 'Notice of Full Project Authority to Proceed' to advise the County that the STATE will commence with the acquisition of the needed parcels for this project.

Your continued cooperative efforts towards the improvement of the Highway System in the State of Texas are most certainly appreciated.

Please mail documents as follows:

Texas Department of Transportation
Attn: Ramon Jimenez
South ROW Project Delivery Lead
600 W. IH 2
Pharr, TX 78577

Sincerely,

Estela Moreno.

Estela Moreno
South ROW Project Delivery Manager

cc: Javier Martinez, P.E. Project Manager

Enclosures: Three (3)

County _Hidalgo_____
District _Pharr_____
ROW CSJ #_1586-01-072_____
CCSJ #__1586-01-069_____
Federal Project #:_____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "**State**"), and Hidalgo County, Texas, acting through its duly authorized officials (the "**Local Government**").

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. _FM 907 From Nolana Rd._ To IH-2, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "**Project**"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

County _Hidalgo_____
District _Pharr_____
ROW CSJ #_1586-01-072_____
CCSJ #__1586-01-069_____
Federal Project #:_____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The agreement is terminated in writing with the mutual consent of the parties;

B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or

C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.

B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:

1. site conditions change;

2. work requested by the Local Government is ineligible for federal participation; or

3. the adjustment is mutually agreed on by the State and the Local Government.

C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.

E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.

F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.

B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.

D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	**State:**
___The Honorable Judge Ramon Garcia__	Director of Right of Way Division
__Hidalgo County Judge _____	Texas Department of Transportation
__PO BOX 1356_____	125 E. 11th Street
__Edingburg, TX 78540_____	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

7. Remedies

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

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. 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 failure.

22. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://txdot.gov/inside-txdot/office/audit/contact.html

C. If expenditures are less than $750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY __2017____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

County _Hidalgo_____
District _Pharr_____
ROW CSJ #_1586-01-072_____
CCSJ #__1586-01-069_____
Federal Project #:_____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Gus E. Cannon, CTCM
Director, Right of Way Division
Texas Department of Transportation

_____
Date

County _Hidalgo_____
District _Pharr_____
ROW CSJ #_1586-01-072_____
CCSJ #__1586-01-069_____
Federal Project #:_____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

County _Hidalgo_____
District _Pharr_____
ROW CSJ #_1586-01-072_____
CCSJ #__1586-01-069_____
Federal Project #:_____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			1
STATE	DIST.	COUNTY	HIGHWAY NO.
TEXAS	21	HIDALGO	FM 907
	CONT.	SECT.	JOB
CCSJ:	1586	01	069
RCSJ:	1586	01	072

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
RIGHT-OF-WAY PROJECT
FM 907
HIDALGO COUNTY

PROJECT LIMITS:
FROM: NOLANA ROAD
TO: IH-2

CCSJ No.: 1586-01-069
RCSJ No.: 1586-01-072
NET LENGTH OF PROJECT = 12,720.00 FEET = 2.409 MILES

LEGEND

●	UNMARKED CORNER
○	FOUND PROPERTY CORNER AS DESCRIBED
■	SET 5/8" TxDOT ALUMINUM CAPPED IRON ROD
□	FOUND TYPE I TxDOT CONCRETE MONUMENT
———	PROPOSED ROW
———	EXISTING ROW
- - - - -	APPROXIMATE SURVEY LINE
M.R.H.C.T.	MAP RECORDS OF HIDALGO COUNTY, TEXAS
O.R.H.C.T.	OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS OF HIDALGO COUNTY, TEXAS
DOC No.	DOCUMENT NUMBER
C.F.	CLERK FILE
BK.	BOOK
VOL.	VOLUME
PG.	PAGE
℄	PROPERTY LINE
℄	ORIGINAL LOT LINE
O/S	BASELINE OFFSET
STA	BASELINE STATION
ROW	RIGHT-OF-WAY
△	CP = CONTROL POINT

NOTES:

1. ALL COORDINATES AND ELEVATIONS ARE U.S. SURVEY FEET, WERE ESTABLISHED IN APRIL, 2016 AND ARE BASED ON DATA OBTAINED FROM THE SOUTH-VRS-CMR SOLUTION IN THE TxDOT RTK NETWORK.

   ALL HORIZONTAL COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE (4205), NORTH AMERICAN DATUM OF 1983 (NAD '83), 1993 ADJUSTMENT, 2010.00 EPOCH.

   SURFACE DISTANCES AND COORDINATES MAY BE CONVERTED TO GRID BY DIVIDING BY A TxDOT COMBINED ADJUSTMENT FACTOR OF 1.00004.

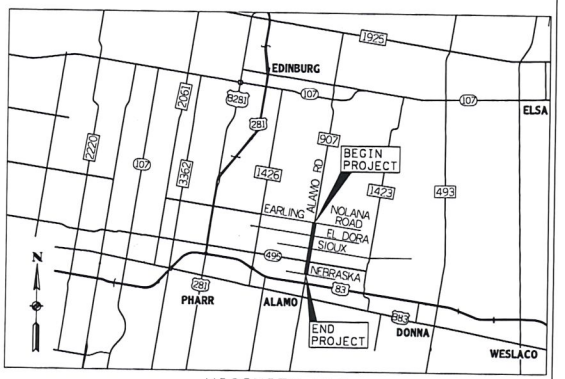
   VERTICAL VALUES WERE ESTABLISHED BY CIVILCORP, LLC. FROM A DIGITAL LEVEL LOOP HOLDING THE ELEVATION OF THE FOLLOWING PRIMARY CONTROL MONUMENT AS PROVIDED BY TxDOT:

   BM-32, ALUMINUM DISK IN CONCRETE
   ELEVATION=97.07 FEET

2. "●" THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.
3. ABSTRACTING PERFORMED IN MAY 2016 BY CIVILCORP, LLC.
4. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
5. PRIMARY CONTROL POINTS WERE VERIFIED BY CIVILCORP, LLC. SECONDARY CONTROL POINTS WERE SET BY CIVILCORP, LLC.
6. FIELD SURVEYS PERFORMED IN JUNE 2016.
7. RIGHT-OF-WAY MAPS COMPLETED IN DECEMBER, 2016.

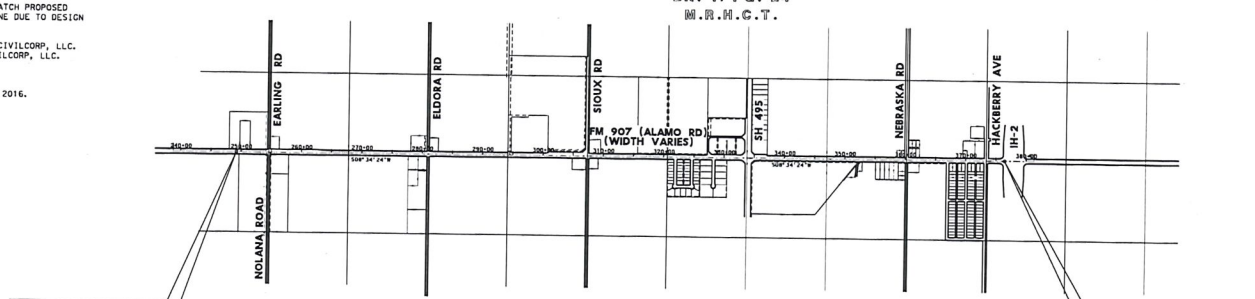
INDEX OF SHEETS

1	TITLE SHEET
2	INDEX SHEET
3	CONTROL SHEET
4-11	MAP SHEETS



VICINITY MAP
(NOT TO SCALE)

SANTA ANA GRANT, PORCION 72
ALAMO LAND & SUGAR COMPANY SUBDIVISION
BK. 1, PG. 24
M.R.H.C.T.



BEGIN PROJECT
RCSJ 1586-01-072
STA. 249+20
N = 16,608,419.31
E = 1,110,198.17
LAT. = 26°13'34.3916"N
LONG. = 98°06'57.4239"W

END PROJECT
RCSJ 1586-01-072
STA. 376+40
N = 16,595,841.44
E = 1,108,301.92
LAT. = 26°11'29.8807"N
LONG. = 98°07'18.6599"W

THIS MAP IS AN INTERNAL TxDOT DOCUMENT. ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE.

PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.

RAILROAD CROSSINGS = NONE
EXCEPTIONS = NONE
EQUATIONS = NONE

LAYOUT SCALE
22" X 34" SHEET: 1 INCH = 1000 FEET
11" X 17" SHEET: 1 INCH = 2000 FEET

RECOMMENDED FOR ACQUISITION

DISTRICT SURVEYOR OR ROW ADMINISTRATOR DATE

RECOMMENDED FOR ACQUISITION

AREA ENGINEER OR DESIGN ENGINEER DATE

FINAL MAP
ACQUISITION COMPLETE:

DISTRICT ENGINEER DATE

1/12/2017 2:23:21 PM
H:\2015\15073 TxDOT-Pharr Laredo Corpus 36-536P\016\150730\ FM 907 Alamo, TX\Data\dgn\ROW Map\CSJ 1586-01-069 (FM 907) ROW01 COVER.dgn

NOTES:

1. ALL COORDINATES AND ELEVATIONS ARE U.S. SURVEY FEET, WERE ESTABLISHED IN APRIL, 2016 AND ARE BASED ON DATA OBTAINED FROM THE SOUTH-VRS-CMR SOLUTION IN THE TxDOT RTK NETWORK.

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3. ABSTRACTING PERFORMED IN MAY 2016 BY CIVILCORP, LLC.

4. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.

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6. FIELD SURVEYS PERFORMED IN JUNE 2016.

7. RIGHT-OF-WAY MAPS COMPLETED IN DECEMBER 2016.

INDEX OF UTILITIES

TYPE	STATION	OFFSET
6" WATERLINE	242+00-307+60	39 LT
UNDERGROUND TELEPHONE	242-02-359+97	40 RT
OVERHEAD POWER	246+85-247+36	37 RT-40 LT
OVERHEAD POWER	246+85-381+31	38 RT
OVERHEAD POWER	247+36-346+85	40 LT
GAS PIPELINE	248+08	CROSSES
IRRIGATION LINE	248+33-267+79	46 LT
OVERHEAD POWER	249+64-250+05	39 RT-39LT
OVERHEAD POWER	250+05	CROSSES
OVERHEAD POWER	252+80	CROSSES
OVERHEAD POWER	254+38	CROSSES
UNDERGROUND TELEPHONE	254+75	CROSSES
OVERHEAD POWER	259+68	CROSSES
OVERHEAD POWER	261+72	CROSSES
OVERHEAD POWER	265+70	CROSSES
OVERHEAD POWER	267+60	CROSSES
IRRIGATION LINE	267+79	CROSSES
IRRIGATION LINE	267+79-320+00	42 LT
OVERHEAD POWER	268+70	CROSSES
IRRIGATION LINE	269+79-304+84	42 RT
OVERHEAD POWER	271+20	CROSSES
OVERHEAD POWER	272+03	CROSSES
OVERHEAD POWER	274+98-275+39	39 LT-39 RT
OVERHEAD POWER	277+70	CROSSES
OVERHEAD POWER	280+60	CROSSES
OVERHEAD POWER	280+60-281+40	29 RT-30 LT
6" WATERLINE	280+80	CROSSES
UNDERGROUND TELEPHONE	281+14	CROSSES
OVERHEAD POWER	281+17	CROSSES
UNDERGROUND TELEPHONE	285+72	CROSSES
OVERHEAD POWER	287+88-288+72	40 LT-40 RT
OVERHEAD POWER	292+53	CROSSES

INDEX OF UTILITIES

IRRIGATION LINE	294+12	CROSSES
OVERHEAD POWER	294+60	CROSSES
OVERHEAD POWER	296+09	CROSSES
OVERHEAD POWER	298+38-299+22	38 LT-39 RT
OVERHEAD POWER	299+22-299+90	39 RT- 38 LT
UNDERGROUND TELEPHONE	299+32	CROSSES
OVERHEAD POWER	304+80	CROSSES
OVERHEAD POWER	307+38	CROSSES
8" WATERLINE	307+58	CROSSES
8" WATERLINE	307+60-327+70	43 LT
8" WATERLINE	307+60-333+00	39 LT
OVERHEAD POWER	309+42	CROSSES
OVERHEAD POWER	312+13-312+61	37 LT-40 RT
OVERHEAD POWER	312+61-313+83	40 RT-38 LT
OVERHEAD POWER	314+32	CROSSES
OVERHEAD POWER	315+02-315+66	39 RT-38 LT
SANITARY LINE	315+60-366+27	76 LT
8" WATERLINE	315+80-375+80	46 LT
OVERHEAD POWER	320+52	CROSSES
WATERLINE	324+87	CROSSES
UNDERGROUND TELEPHONE	327+00	CROSSES
OVERHEAD POWER	327+15	CROSSES
OVERHEAD POWER	327+97	CROSSES
OVERHEAD POWER	328+50	CROSSES
OVERHEAD POWER	332+15	CROSSES
UNDERGROUND TELEPHONE	333+26-334+48	80 LT
OVERHEAD POWER	333+51	CROSSES
OVERHEAD POWER	334+50	CROSSES
UNDERGROUND TELEPHONE	344+00-373+00	25 RT
OVERHEAD POWER	3440+38	CROSSES
UNDERGROUND	345+00	CROSSES
OVERHEAD POWER	346+70	CROSSES
IRRIGATION LINE	346+97-352+62	52 LT

INDEX OF UTILITIES

OVERHEAD POWER	349+36-350+80	80 LT-39 RT
6" SANITARY LINE	350+60-352+16	50 RT
6" WATERLINE	350+70-359+77	39 RT
8" SANITARY LINE	352+16-360+03	50 RT
OVERHEAD POWER	352+85	CROSSES
OVERHEAD POWER	352+85-360+55	39 LT
4" WATERLINE	354+80	CROSSES
OVERHEAD POWER	355+87	CROSSES
OVERHEAD POWER	357+00	CROSSES
OVERHEAD POWER	357+12	CROSSES
OVERHEAD POWER	358+10	CROSSES
OVERHEAD POWER	358+83	CROSSES
6" WATERLINE	359+77	CROSSES
UNDERGROUND TELEPHONE	359+97	CROSSES
8" SANITARY LINE	360+03	CROSSES
6" SANITARY LINE	360+03-367+18	50 RT
6" SANITARY LINE	360+18-368+56	35 RT
WATERLINE	360+32	CROSSES
OVERHEAD POWER	360+55	CROSSES
OVERHEAD POWER	364+15	CROSSES
OVERHEAD POWER	365+60	CROSSES
SANITARY LINE	366+27	CROSSES
4" SANITARY LINE	366+27-373+87	27 LT
8" WATERLINE	366+78	CROSSES
OVERHEAD POWER	366+80	CROSSES
OVERHEAD POWER	368+25	CROSSES
OVERHEAD POWER	368+50	CROSSES
6" SANITARY LINE	368+56	CROSSES
6" WATERLINE	368+58	CROSSES
OVERHEAD POWER	369+35	CROSSES
6" WATERLINE	370+30-371+67	45 RT
UNDERGROUND TELEPHONE	370+93-373+97	37 LT
OVERHEAD POWER	371+30	CROSSES

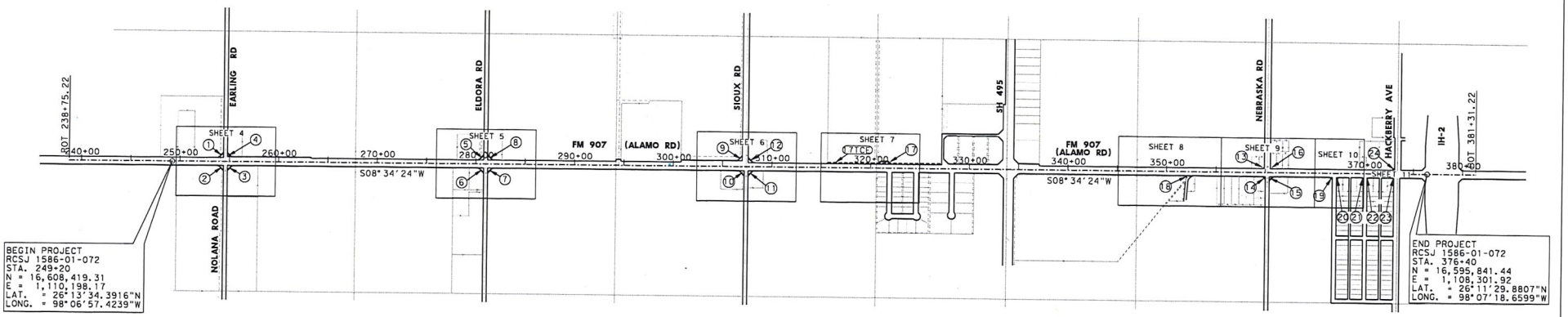
INDEX OF UTILITIES

6" WATERLINE	371+63	CROSSES
OVERHEAD POWER	371+65	CROSSES
SANITARY LINE	371+66	CROSSES
UNDERGROUND TELEPHONE	373+00	CROSSES
UNDERGROUND TELEPHONE	373+00-376+00	43 RT
OVERHEAD POWER	373+30	CROSSES
6" WATERLINE	373+51-381+50	40 LT
SANITARY LINE	373+57	CROSSES
OVERHEAD POWER	373+60	CROSSES
UNDERGROUND TELEPHONE	373+60-375+50	52 LT
6" WATERLINE	373+63	CROSSES
6" SANITARY LINE	373+87-381+50	33 LT
UNDERGROUND TELEPHONE	375+50	CROSSES
UNDERGROUND TELEPHONE	376+00-379+72	50 RT
6" WATERLINE	376+30-379+55	80 L
UNDERGROUND TELEPHONE	379+72-381+50	46 RT
OVERHEAD POWER	380+49	CROSSES

LAYOUT SCALE
22" X 34" SHEET: 1 INCH = 500 FEET
11" X 17" SHEET: 1 INCH = 1000 FEET
1000 500 250 0 500 1000
GRAPHIC SCALE IN FEET

INDEX OF PARCELS

SHEET	PARCEL
4	1, 2, 3, 4
5	5, 6, 7, 8
6	9, 10, 11, 12
7	17, 17TCE
8	18
9	13, 14, 15, 16 (OMITTED)
10	19, 20, 21
11	22, 23, 24



SANTA ANA GRANT, PORCION 72
ALAMO LAND & SUGAR COMPANY SUBDIVISION
BK. 1, PG. 24
M.R.H.C.T.

INDEX SHEET

BASELINE
BASELINE CORPORATION
PROFESSIONAL SURVEYORS
TBPLS FIRM REGISTRATION No. 10030200
1750 SEAMIST DRIVE, SUITE #160, HOUSTON, TEXAS 77008
PHONE (713) 869-0155 FAX (713) 869-1541

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			2
STATE	DIST.	COUNTY	HIGHWAY NO.
TEXAS	PHARR	HIDALGO	FM 907
		CONT. SECT.	JOB
	CCSJ:	1586 01	069
	RCSJ:	1586 01	072

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3. ABSTRACTING PERFORMED IN MAY, 2016 BY CIVILCORP, LLC.

4. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.

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6. FIELD SURVEYS PERFORMED IN JUNE, 2016.

7. RIGHT-OF-WAY MAPS COMPLETED IN DECEMBER, 2016.

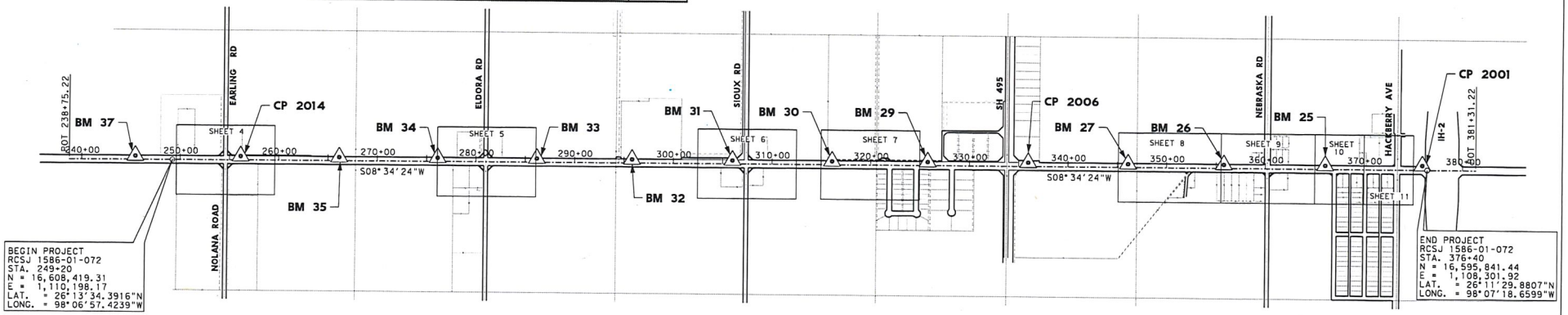
SURVEY CONTROL

POINT NO.	SURFACE NORTH	SURFACE EAST	ELEV.	DESCRIPTION	STATION	OFFSET
CP 2001	16,595,883.56	1,108,354.41	98.44	SET 5/8 IR W/ RED CAP	375+90.53	45.62 LT.
BM 25	16,596,858.97	1,108,493.17	97.44	FOUND TXBM 25 ALUM DISK IN CONCRETE	366+05.34	37.42 LT.
BM 26	16,597,873.77	1,108,644.85	98.47	FOUND TXBM 26 ALUM DISK IN CONCRETE	355+79.26	36.13 LT.
BM 27	16,598,834.04	1,108,787.12	98.13	FOUND TXBM 27 ALUM DISK IN CONCRETE	346+08.51	33.65 LT.
CP 2006	16,599,833.65	1,108,943.11	99.38	SET 5/8 IR W/ RED CAP	335+96.82	38.88 LT.
BM 29	16,600,840.82	1,109,092.61	99.44	FOUND TXBM 29 ALUM DISK IN CONCRETE	325+78.62	36.57 LT.
BM 30	16,601,799.90	1,109,235.60	99.53	FOUND TXBM 30 ALUM DISK IN CONCRETE	316+08.94	34.98 LT.
BM 31	16,602,797.87	1,109,386.25	99.90	FOUND TXBM 31 ALUM DISK IN CONCRETE	305+99.66	35.17 LT.
BM 32	16,603,804.30	1,109,539.72	97.07	FOUND TXBM 32 ALUM DISK IN CONCRETE	295+81.60	36.89 LT.
BM 33	16,604,757.50	1,109,683.96	96.94	FOUND TXBM 33 ALUM DISK IN CONCRETE	286+17.54	37.42 LT.
BM 34	16,605,752.67	1,109,833.62	98.03	FOUND TXBM 34 ALUM DISK IN CONCRETE	276+11.18	37.05 LT.
BM 35	16,606,739.96	1,109,980.84	97.70	FOUND TXBM 35 ALUM DISK IN CONCRETE	266+12.98	35.44 LT.
CP 2014	16,607,728.54	1,110,132.28	99.18	SET 5/8 IR W/ RED CAP	256+12.87	37.82 LT.
BM 37	16,608,785.67	1,110,290.17	98.12	FOUND TXBM 37 ALUM DISK IN CONCRETE	245+44.02	36.35 LT.

POINT TO POINT	DIRECTION	DISTANCE
BM 37 TO CP 2014	S 08° 29' 41" W	1,068.85
CP 2014 TO BM 35	S 08° 42' 35" W	1,000.11
BM 35 TO BM 34	S 08° 28' 52" W	998.21
BM 34 TO BM 33	S 08° 33' 08" W	1,006.36
BM 33 TO BM 32	S 08° 36' 17" W	964.06
BM 32 TO BM 31	S 08° 40' 13" W	1,018.06
BM 31 TO BM 30	S 08° 35' 04" W	1,009.28
BM 30 TO BM 29	S 08° 28' 47" W	969.68
BM 29 TO CP 2006	S 08° 26' 36" W	1,018.20
CP 2006 TO BM 27	S 08° 52' 11" W	1,011.71
BM 27 TO BM 26	S 08° 25' 37" W	970.75
BM 26 TO BM 25	S 08° 30' 05" W	1,026.08
BM 25 TO CP 2001	S 08° 05' 48" W	985.23

STREET NAME	SURFACE NORTH	SURFACE EAST	STATION
NOLANA ROAD/ EARLING RD	16,607,886.11	1,110,117.79	254+59.22
ELDORA RD	16,605,275.61	1,109,724.23	280+99.22
SIOUX RD	16,602,665.11	1,109,330.67	307+39.22
SH 495	16,600,054.61	1,108,937.10	333+79.22
NEBRASKA RD	16,597,444.11	1,108,543.54	360+19.22
HACKBERRY AVE	16,596,138.86	1,108,346.76	373+39.22
IH-2	16,595,692.40	1,108,279.45	377+90.73

LAYOUT SCALE
22" X 34" SHEET: 1 INCH = 500 FEET
11" X 17" SHEET: 1 INCH = 1000 FEET



SANTA ANA GRANT. PORCION 72
ALAMO LAND & SUGAR COMPANY SUBDIVISION
BK. 1, PG. 24
M.R.H.C.T.

CONTROL SHEET

BASELINE
BASELINE CORPORATION
PROFESSIONAL SURVEYORS
TBPLS FIRM REGISTRATION No. 10030200
1750 SEAMIST DRIVE, SUITE #160, HOUSTON, TEXAS 77008
PHONE (713) 869-0155 FAX (713) 869-1541

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			3
STATE	DIST.	COUNTY	HIGHWAY NO.
TEXAS	PHARR	HIDALGO	FM 907
		CONT. SECT.	JOB
	CCSJ:	1586 01	069
	RCSJ:	1586 01	072

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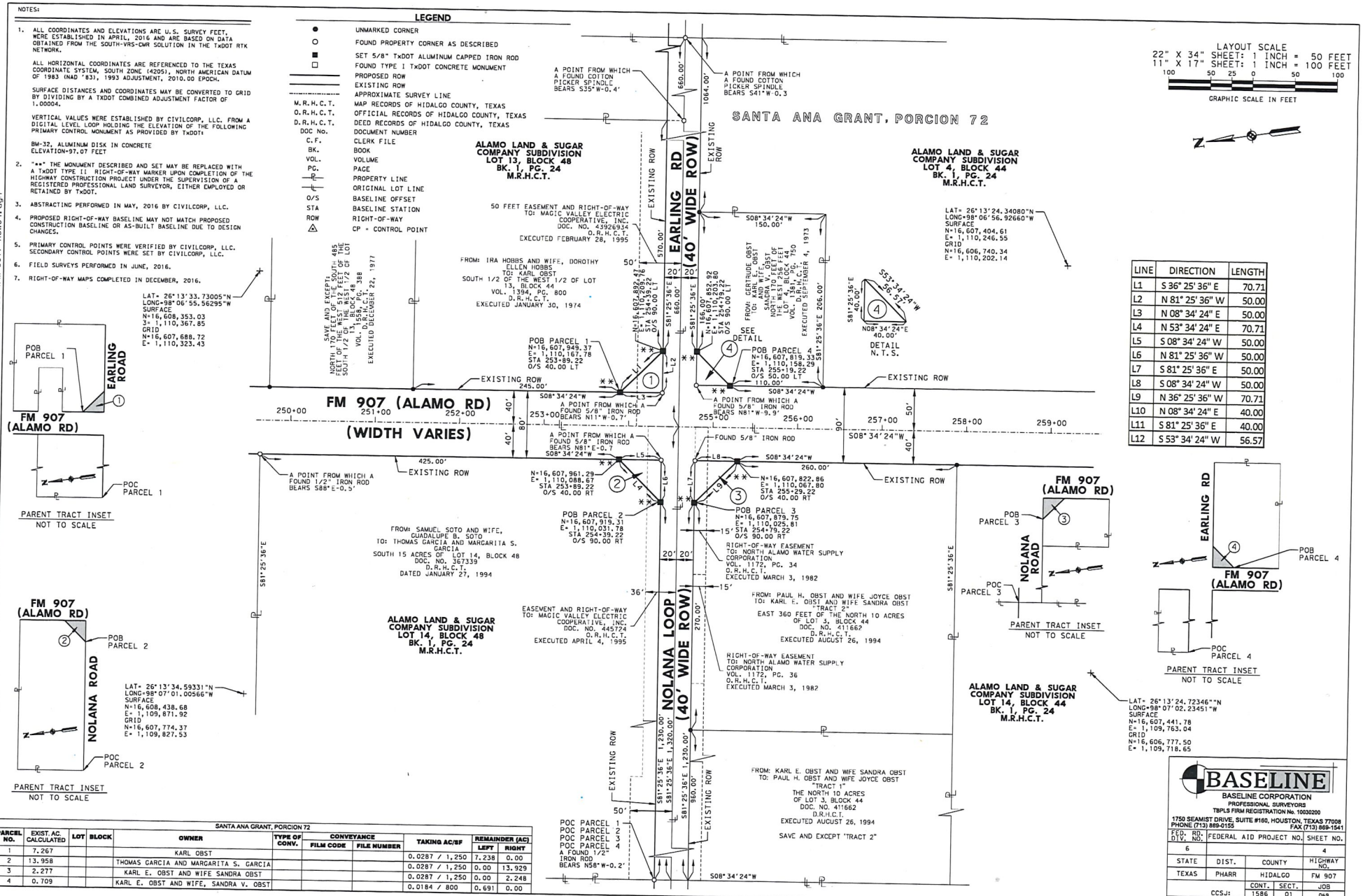

LINE	DIRECTION	LENGTH
L1	S 36° 25' 36" E	70.71
L2	N 81° 25' 36" W	50.00
L3	N 08° 34' 24" E	50.00
L4	N 53° 34' 24" E	70.71
L5	S 08° 34' 24" W	50.00
L6	N 81° 25' 36" W	50.00
L7	S 81° 25' 36" E	50.00
L8	S 08° 34' 24" W	50.00
L9	N 36° 25' 36" W	70.71
L10	N 08° 34' 24" E	40.00
L11	S 81° 25' 36" E	40.00
L12	S 53° 34' 24" W	56.57

SANTA ANA GRANT, PORCION 72

PARCEL NO.	EXIST. AC. CALCULATED	LOT	BLOCK	OWNER	TYPE OF CONV.	CONVEYANCE FILM CODE	CONVEYANCE FILE NUMBER	TAKING AC/SF	REMAINDER (AC) LEFT	REMAINDER (AC) RIGHT
1	7.267			KARL OBST				0.0287 / 1,250	7.238	0.00
2	13.958			THOMAS GARCIA AND MARGARITA S. GARCIA				0.0287 / 1,250	0.00	13.929
3	2.277			KARL E. OBST AND WIFE SANDRA OBST				0.0287 / 1,250	0.00	2.248
4	0.709			KARL E. OBST AND WIFE, SANDRA V. OBST				0.0184 / 800	0.691	0.00

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FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6		4

STATE	DIST.	COUNTY	HIGHWAY NO.
TEXAS	PHARR	HIDALGO	FM 907
		CONT. SECT.	JOB
	CCSJ:	1586 01	069
	RCSJ:	1586 01	072

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NOTES:

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   BM-32, ALUMINUM DISK IN CONCRETE
   ELEVATION=97.07 FEET

2. "**" THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

3. ABSTRACTING PERFORMED IN MAY, 2016 BY CIVILCORP, LLC.

4. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.

5. PRIMARY CONTROL POINTS WERE VERIFIED BY CIVILCORP, LLC. SECONDARY CONTROL POINTS WERE SET BY CIVILCORP, LLC.

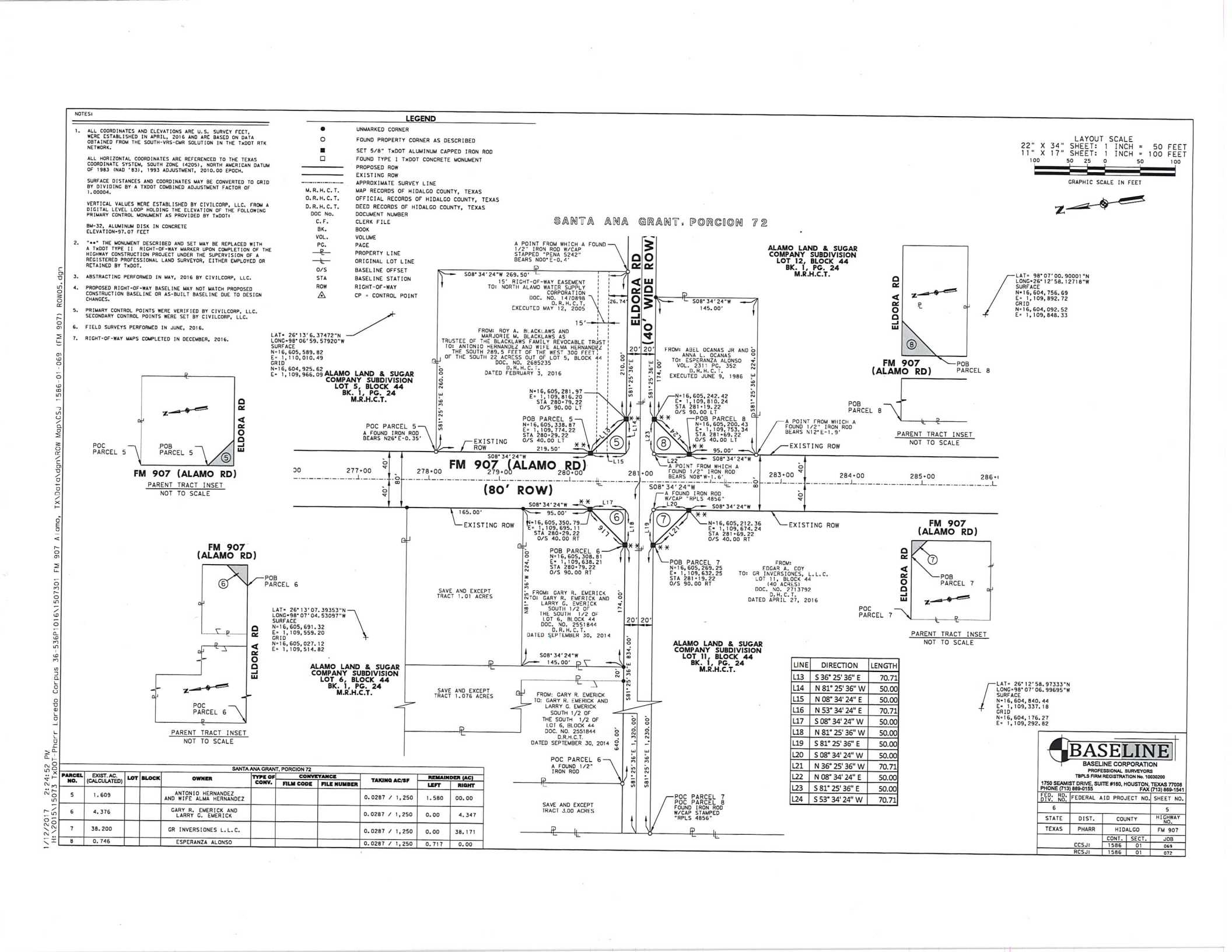
6. FIELD SURVEYS PERFORMED IN JUNE, 2016.

7. RIGHT-OF-WAY MAPS COMPLETED IN DECEMBER, 2016.

LEGEND

●	UNMARKED CORNER
○	FOUND PROPERTY CORNER AS DESCRIBED
■	SET 5/8" TxDOT ALUMINUM CAPPED IRON ROD
□	FOUND TYPE I TxDOT CONCRETE MONUMENT
———	PROPOSED ROW
———	EXISTING ROW
- - - - -	APPROXIMATE SURVEY LINE
M.R.H.C.T.	MAP RECORDS OF HIDALGO COUNTY, TEXAS
O.R.H.C.T.	OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS OF HIDALGO COUNTY, TEXAS
DOC No.	DOCUMENT NUMBER
C.F.	CLERK FILE
BK.	BOOK
VOL.	VOLUME
PG.	PAGE
—P—	PROPERTY LINE
—L—	ORIGINAL LOT LINE
O/S	BASELINE OFFSET
STA	BASELINE STATION
ROW	RIGHT-OF-WAY
△	CP = CONTROL POINT

LAYOUT SCALE
22" X 34" SHEET: 1 INCH = 50 FEET
11" X 17" SHEET: 1 INCH = 100 FEET
100 50 25 0 50 100
GRAPHIC SCALE IN FEET



LINE	DIRECTION	LENGTH
L13	S 36° 25' 36" E	70.71
L14	N 81° 25' 36" W	50.00
L15	N 08° 34' 24" E	50.00
L16	N 53° 34' 24" E	70.71
L17	S 08° 34' 24" W	50.00
L18	N 81° 25' 36" W	50.00
L19	S 81° 25' 36" E	50.00
L20	S 08° 34' 24" W	50.00
L21	N 36° 25' 36" W	70.71
L22	N 08° 34' 24" E	50.00
L23	S 81° 25' 36" E	50.00
L24	S 53° 34' 24" W	70.71

SANTA ANA GRANT, PORCION 72

PARCEL NO.	EXIST. AC. (CALCULATED)	LOT	BLOCK	OWNER	TYPE OF CONV.	CONVEYANCE FILM CODE	CONVEYANCE FILE NUMBER	TAKING AC/SF	REMAINDER (AC) LEFT	REMAINDER (AC) RIGHT
5	1.609			ANTONIO HERNANDEZ AND WIFE ALMA HERNANDEZ				0.0287 / 1,250	1.580	00.00
6	4.376			GARY R. EMERICK AND LARRY G. EMERICK				0.0287 / 1,250	0.00	4.347
7	38.200			GR INVERSIONES L.L.C.				0.0287 / 1,250	0.00	38.171
8	0.746			ESPERANZA ALONSO				0.0287 / 1,250	0.717	0.00

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FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			5
STATE	DIST.	COUNTY	HIGHWAY NO.
TEXAS	PHARR	HIDALGO	FM 907
		CONT. SECT.	JOB
	CCSJ:	1586 01	069
	RCSJ:	1586 01	072

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NOTES:

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   BM-32, ALUMINUM DISK IN CONCRETE
   ELEVATION=97.07 FEET

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3. ABSTRACTING PERFORMED IN MAY, 2016 BY CIVILCORP, LLC.

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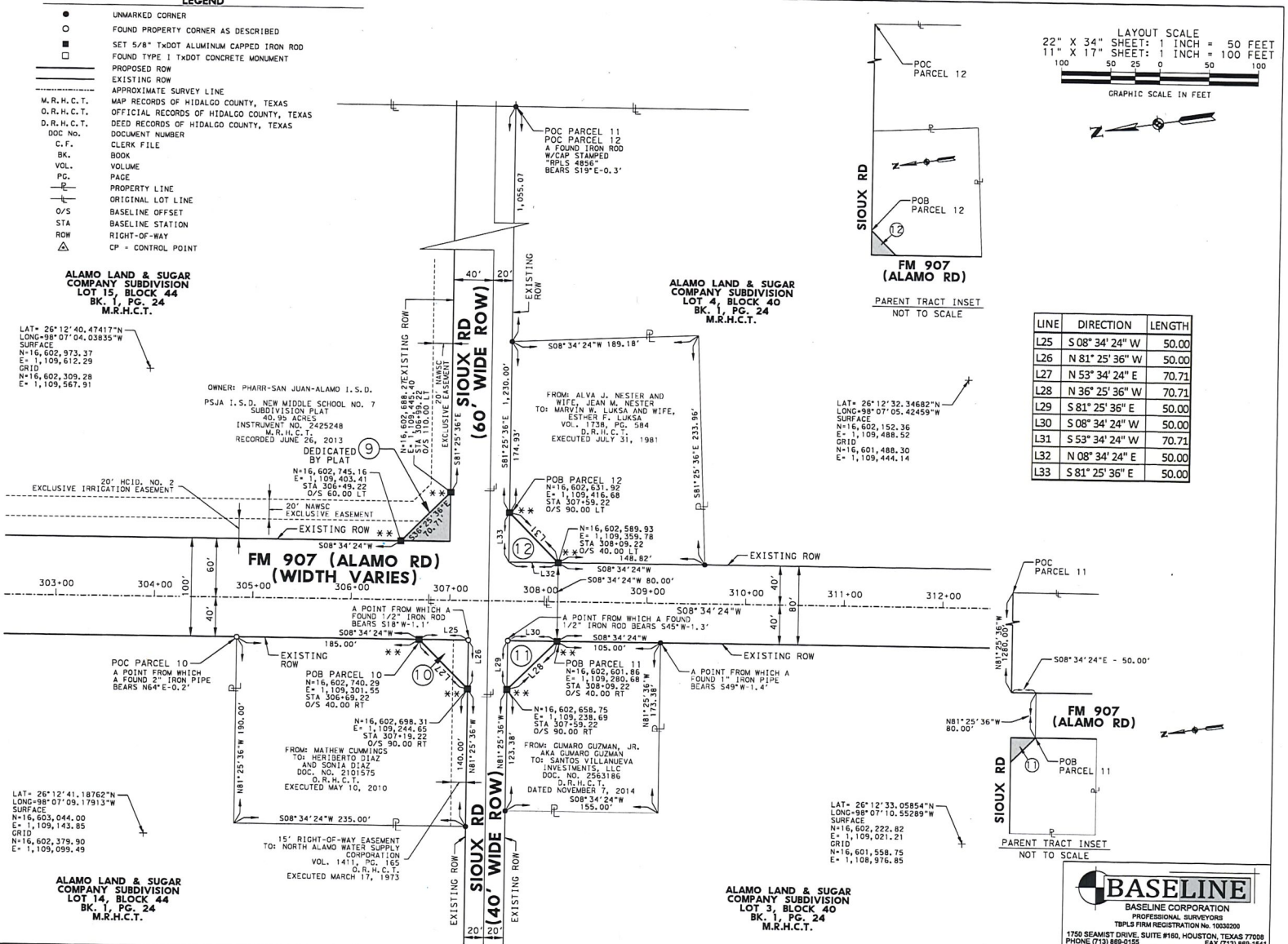
6. FIELD SURVEYS PERFORMED IN JUNE, 2016.

7. RIGHT-OF-WAY MAPS COMPLETED IN DECEMBER, 2016.

LEGEND

●	UNMARKED CORNER
○	FOUND PROPERTY CORNER AS DESCRIBED
■	SET 5/8" TxDOT ALUMINUM CAPPED IRON ROD
□	FOUND TYPE I TxDOT CONCRETE MONUMENT
———	PROPOSED ROW
———	EXISTING ROW
-----	APPROXIMATE SURVEY LINE
M.R.H.C.T.	MAP RECORDS OF HIDALGO COUNTY, TEXAS
O.R.H.C.T.	OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS OF HIDALGO COUNTY, TEXAS
DOC No.	DOCUMENT NUMBER
C.F.	CLERK FILE
BK.	BOOK
VOL.	VOLUME
PG.	PAGE
—P—	PROPERTY LINE
—L—	ORIGINAL LOT LINE
O/S	BASELINE OFFSET
STA	BASELINE STATION
ROW	RIGHT-OF-WAY
△	CP = CONTROL POINT

LAYOUT SCALE
22" X 34" SHEET: 1 INCH = 50 FEET
11" X 17" SHEET: 1 INCH = 100 FEET
100 50 25 0 50 100
GRAPHIC SCALE IN FEET



LINE	DIRECTION	LENGTH
L25	S 08° 34' 24" W	50.00
L26	N 81° 25' 36" W	50.00
L27	N 53° 34' 24" E	70.71
L28	N 36° 25' 36" W	70.71
L29	S 81° 25' 36" E	50.00
L30	S 08° 34' 24" W	50.00
L31	S 53° 34' 24" W	70.71
L32	N 08° 34' 24" E	50.00
L33	S 81° 25' 36" E	50.00

SANTA ANA GRANT, PORCION 72

PARCEL NO.	EXIST. AC. (CALCULATED)	LOT	BLOCK	OWNER	TYPE OF CONV.	CONVEYANCE FILM CODE	CONVEYANCE FILE NUMBER	TAKING AC/SF	REMAINDER (AC) LEFT	REMAINDER (AC) RIGHT
10	1.025			HERIBERTO DIAZ AND SONIA DIAZ				0.0287 / 1,250	0.00	0.996
11	0.617			SANTOS VILLANUEVA INVESTMENTS, LLC				0.0287 / 1,250	0.00	0.588
12	1.021			MARVIN W. LUKSA AND WIFE, ESTHER F. LUKSA				0.0287 / 1,250	0.992	0.00

BASELINE
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1750 SEAMIST DRIVE, SUITE #160, HOUSTON, TEXAS 77008
PHONE (713) 869-0155 FAX (713) 869-1541

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			6
STATE	DIST.	COUNTY	HIGHWAY NO.
TEXAS	PHARR	HIDALGO	FM 907
		CONT. SECT.	JOB
	CCSJ:	1586 01	069
	RCSJ:	1586 01	072

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NOTES:

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6. FIELD SURVEYS PERFORMED IN JUNE, 2016.

7. RIGHT-OF-WAY MAPS COMPLETED IN DECEMBER, 2016.

LEGEND

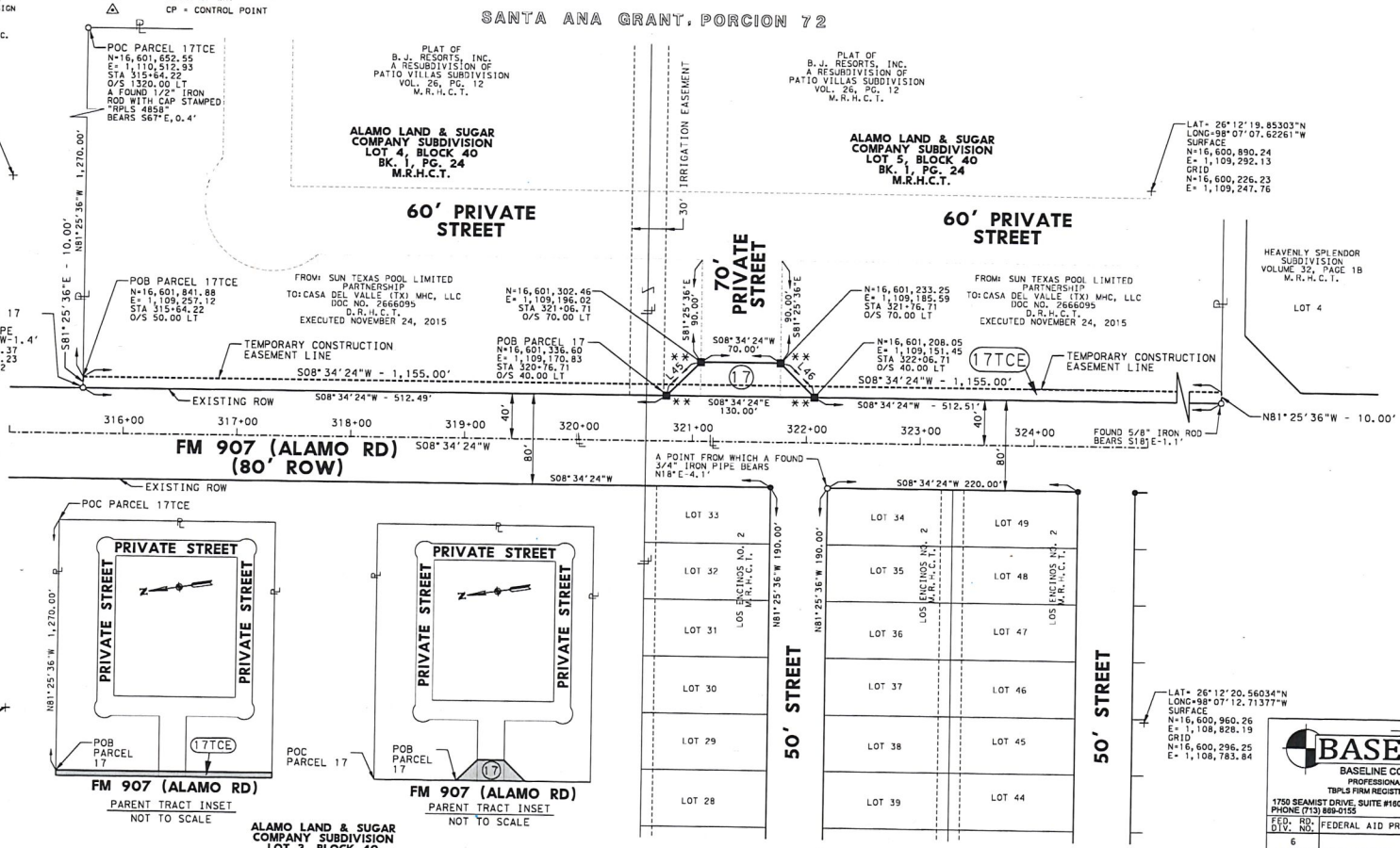
●	UNMARKED CORNER
○	FOUND PROPERTY CORNER AS DESCRIBED
■	SET 5/8" TxDOT ALUMINUM CAPPED IRON ROD
□	FOUND TYPE I TxDOT CONCRETE MONUMENT
	PROPOSED ROW
	EXISTING ROW
	APPROXIMATE SURVEY LINE
M.R.H.C.T.	MAP RECORDS OF HIDALGO COUNTY, TEXAS
O.R.H.C.T.	OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS OF HIDALGO COUNTY, TEXAS
DOC No.	DOCUMENT NUMBER
C.F.	CLERK FILE
BK.	BOOK
VOL.	VOLUME
PG.	PAGE
	PROPERTY LINE
	ORIGINAL LOT LINE
O/S	BASELINE OFFSET
STA	BASELINE STATION
ROW	RIGHT-OF-WAY
	CP = CONTROL POINT

SANTA ANA GRANT, PORCION 72

PARCEL NO.	EXIST. AC. (CALCULATED)	LOT	BLOCK	OWNER	TYPE OF CONV.	CONVEYANCE		TAKING AC/SF	REMAINDER (AC)	
						FILM CODE	FILE NUMBER		LEFT	RIGHT
17	33.94			CASA DEL VALLE (TX) MHC, LLC				0.0689/3,000	33.871	
17TCE	33.94			CASA DEL VALLE (TX) MHC, LLC				0.2652/11,550	33.675	

LINE	DIRECTION	LENGTH
L45	S 36° 25' 36" E	42.43
L46	S 53° 34' 24" W	42.43

LAYOUT SCALE
22" X 34" SHEET: 1 INCH = 50 FEET
11" X 17" SHEET: 1 INCH = 100 FEET
100 50 25 0 50 100
GRAPHIC SCALE IN FEET



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FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			7
STATE	DIST.	COUNTY	HIGHWAY NO.
TEXAS	PHARR	HIDALGO	FM 907
		CONT. SECT.	JOB
	CCSJ:	1586 01	069
	RCSJ:	1586 01	072

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LEGEND

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■	SET 5/8" TxDOT ALUMINUM CAPPED IRON ROD
□	FOUND TYPE I TxDOT CONCRETE MONUMENT
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O/S	BASELINE OFFSET
STA	BASELINE STATION
ROW	RIGHT-OF-WAY
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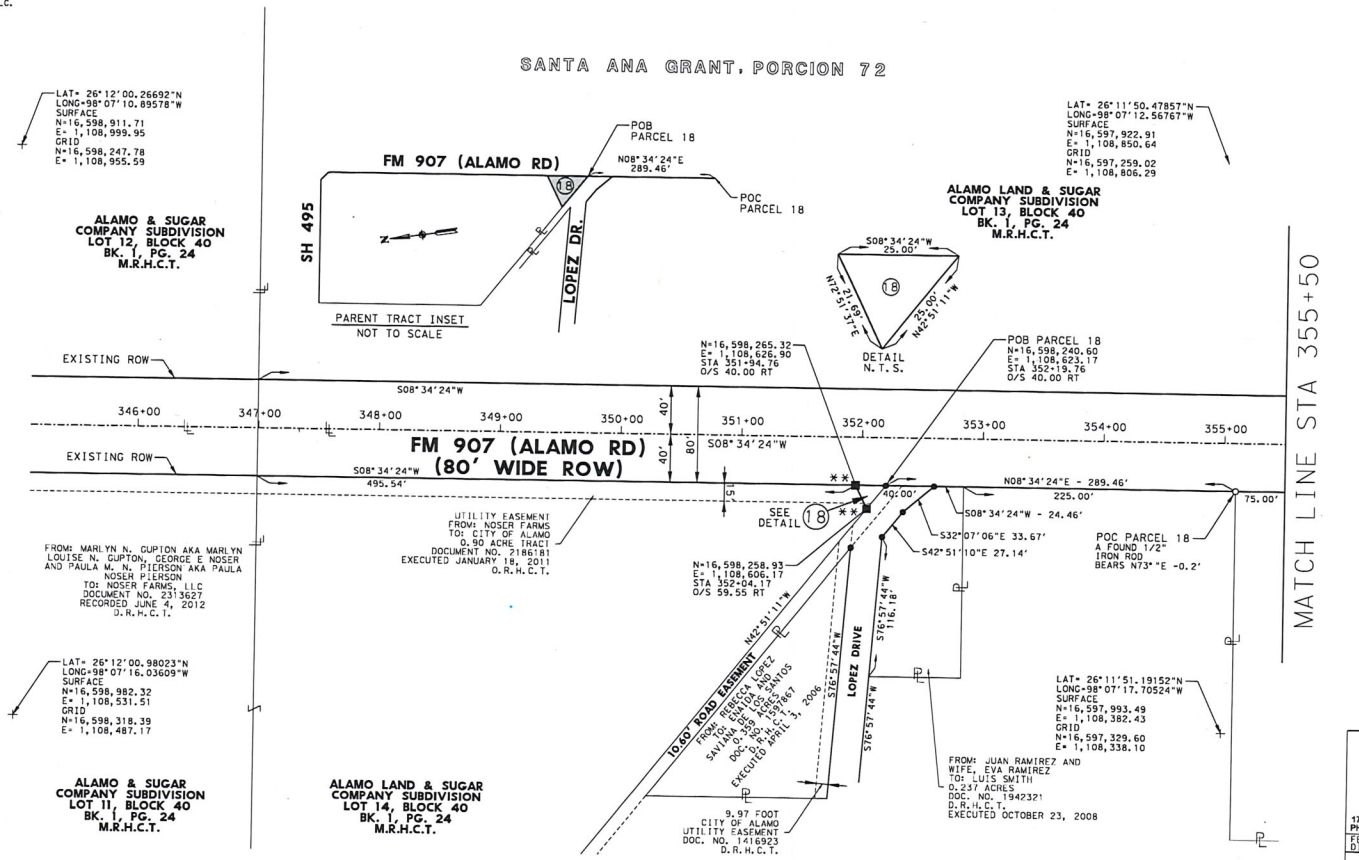
SANTA ANA GRANT, PORCION 72

PARCEL NO.	EXIST. AC. (CALCULATED)	LOT	BLOCK	OWNER	TYPE OF CONV.	CONVEYANCE		TAKING AC/SF	REMAINDER (AC)	
						FILM CODE	FILE NUMBER		LEFT	RIGHT
18	28.761			NOSER FARMS, LLC				0.0056/200		28.755

LAYOUT SCALE
22" X 34" SHEET: 1 INCH = 50 FEET
11" X 17" SHEET: 1 INCH = 100 FEET
100 50 25 0 50 100
GRAPHIC SCALE IN FEET



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1750 SEAMIST DRIVE, SUITE #160, HOUSTON, TEXAS 77008
PHONE (713) 869-0155 FAX (713) 869-1541

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			8
STATE	DIST.	COUNTY	HIGHWAY NO.
TEXAS	PHARR	HIDALGO	FM 907
		CONT. SECT.	JOB
	CCSJ:	1586 01	069
	RCSJ:	1586 01	072

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H:\2015\15073 TxDOT-Pharr Laredo Corpus 36-536P1016\150730\ FM 907 Alamo, TX\Data\dgn\ROW Map\CSJ 1586-01-069 (FM 907) ROW08.dgn

NOTES:

1. ALL COORDINATES AND ELEVATIONS ARE U.S. SURVEY FEET, WERE ESTABLISHED IN APRIL, 2016 AND ARE BASED ON DATA OBTAINED FROM THE SOUTH-VRS-CMR SOLUTION IN THE TxDOT RTK NETWORK.

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   BM-32, ALUMINUM DISK IN CONCRETE
   ELEVATION=97.07 FEET

2. "**" THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

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6. FIELD SURVEYS PERFORMED IN JUNE, 2016.

7. RIGHT-OF-WAY MAPS COMPLETED IN DECEMBER, 2016.

LEGEND

●	UNMARKED CORNER
○	FOUND PROPERTY CORNER AS DESCRIBED
■	SET 5/8" TxDOT ALUMINUM CAPPED IRON ROD
□	FOUND TYPE I TxDOT CONCRETE MONUMENT
	PROPOSED ROW
	EXISTING ROW
	APPROXIMATE SURVEY LINE
M.R.H.C.T.	MAP RECORDS OF HIDALGO COUNTY, TEXAS
O.R.H.C.T.	OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS OF HIDALGO COUNTY, TEXAS
DOC No.	DOCUMENT NUMBER
C.F.	CLERK FILE
BK.	BOOK
VOL.	VOLUME
PG.	PAGE
℄	PROPERTY LINE
℄	ORIGINAL LOT LINE
O/S	BASELINE OFFSET
STA	BASELINE STATION
ROW	RIGHT-OF-WAY
⚠	CP = CONTROL POINT

LAYOUT SCALE
22" X 34" SHEET: 1 INCH = 50 FEET
11" X 17" SHEET: 1 INCH = 100 FEET
100 50 25 0 50 100
GRAPHIC SCALE IN FEET

SANTA ANA GRANT, PORCION 72

LINE	DIRECTION	LENGTH
L34	S 08° 34' 24" W	42.00
L35	S 36° 25' 36" E	18.38
L36	N 81° 25' 36" W	13.00
L37	N 08° 34' 24" E	13.00
L38	S 08° 34' 24" W	25.00
L39	N 81° 25' 36" W	25.00
L40	N 53° 34' 24" E	35.36
L41	S 81° 25' 36" E	40.00
L42	S 08° 34' 24" W	40.00
L43	N 36° 25' 36" W	56.57
L44	S 08° 34' 24" W	62.00

POC PARCEL 13
FM 907 (ALAMO RD)
POB PARCEL 13
NEBRASKA RD

PARENT TRACT INSET
NOT TO SCALE

(A) FROM: MARIA O. RODRIGUEZ
TO: FERNANDO SUSTAITA JUAREZ
DOCUMENT NO. 1145957
D.R.H.C.T.
DATED NOVEMBER 6, 2002
LOT 2 & SOUTH 1/2 OF LOT 3, BLOCK 100 OF AN UNOFFICIAL PLAT OF ADKINS BROTHERS SUBDIVISION
A RESUBDIVISION OF SOUTH 1/2 OF WEST 1/2 OF LOT 13, BLOCK 40, ALAMO LAND & SUGAR COMPANY SUBDIVISION
BOOK 1, PAGES 24-26
M.R.H.C.T.

(B) FROM: SANTOS GONZALEZ
TO: HECTOR CRUZ
VOL. 2860, PG. 901
D.R.H.C.T.
EXECUTED JANUARY 8, 1990
LOT ONE,
BLOCK 100 OF AN UNOFFICIAL PLAT OF ADKINS BROTHERS SUBDIVISION
A RESUBDIVISION OF SOUTH 1/2 OF WEST 1/2 OF LOT 13, BLOCK 40, ALAMO LAND & SUGAR COMPANY SUBDIVISION
BOOK 1, PAGES 24-26
M.R.H.C.T.

(C) FROM: ANTONIO HERNANDEZ
TO: MEDEROS SANCHEZ NELY
DOCUMENT NO. 2521323
D.R.H.C.T.
DATED JUNE 9, 2014
NORTH 75 FEET OF SOUTH 285 FEET OF EAST 5 ACRES OF SOUTH 20 ACRES OF LOT 14, BLOCK 20, ALAMO LAND & SUGAR COMPANY SUBDIVISION
BOOK 1, PAGES 24-26
M.R.H.C.T.

(D) FROM: YESENIA VERDINES MENDOZA & ANTONIO HERNANDEZ
TO: MEDEROS SANCHEZ NELY
DOCUMENT NO. 2521324
D.R.H.C.T.
DATED JUNE 9, 2014
NORTH 75 FEET OF SOUTH 210 FEET OF EAST 5 ACRES OF SOUTH 20 ACRES OF LOT 14, BLOCK 20, ALAMO LAND & SUGAR COMPANY SUBDIVISION
BOOK 1, PAGES 24-26
M.R.H.C.T.

(E) FROM: SECRETARY OF VETERANS AFFAIRS
TO: FERNANDO CANO AND WIFE, ELVA EDITH CANO
C.F. NO. 916653
D.R.H.C.T.
DATED OCTOBER 19, 2000
WEST 150 FEET OF THE EAST 190 FEET OF THE NORTH 115 FEET OF THE SOUTH 135 FEET OF LOT 14, BLOCK 40 ALAMO LAND & SUGAR COMPANY SUBDIVISION,
BOOK 1, PAGES 24-26
M.R.H.C.T.

(F) FROM: JOHN A. MILLER AND WIFE, JUANITA E. MILLER
TO: JOHN A. MILLER AND WIFE, JUANITA E. MILLER AS TRUSTEES OF THE MILLER FAMILY REVOCABLE LIVING TRUST
DOCUMENT NO. 1245461
D.R.H.C.T.
DATED JULY 16, 2003
WEST 70 FEET OF THE SOUTH 135 FEET OF THE EAST 5 ACRES OF THE SOUTH 20 ACRES OF LOT 14, BLOCK 40 ALAMO LAND & SUGAR COMPANY SUBDIVISION,
BOOK 1, PAGES 24-26
M.R.H.C.T.

(G) FROM: ELVIRA E. FERNANDEZ, AKA ELVIRA ELIZONDO FERNANDEZ
TO: AARON'S MOBILE HOME TRANSPORT, L.L.C.
C.F. NO. 247139
O.R.H.C.T.
RECORDED DECEMBER 13, 2013

(H) FROM: ANTONIO CASTILLO AND WIFE, BEATRIZ CASTILLO GALVAN
TO: REBECA ZUNIGA
DOCUMENT NO. 2314917
D.R.H.C.T.
DATED MAY 16, 2012

LAT= 26°11'49.37014"N
LONG=98°07'12.75402"W
SURFACE
N=16,597,810.94
E= 1,108,834.00
GRID
N=16,597,147.05
E= 1,108,789.65

LAT= 26°11'41.24278"N
LONG=98°07'14.13992"W
SURFACE
N=16,596,989.93
E= 1,108,710.22
GRID
N=16,596,326.07
E= 1,108,665.88

LAT= 26°11'51.16836"N
LONG=98°07'17.70920"W
SURFACE
N=16,597,991.15
E= 1,108,382.08
GRID
N=16,597,327.26
E= 1,108,337.75

LAT= 26°11'41.95441"N
LONG=98°07'19.26760"W
SURFACE
N=16,597,060.38
E= 1,108,242.91
GRID
N=16,596,396.52
E= 1,108,198.58

ALAMO LAND & SUGAR COMPANY SUBDIVISION
LOT 13, BLOCK 40
BK. 1, PG. 24
M.R.H.C.T.

ALAMO LAND & SUGAR COMPANY SUBDIVISION
LOT 4, BLOCK 36
BK. 1, PG. 24
M.R.H.C.T.

ALAMO LAND & SUGAR COMPANY SUBDIVISION
LOT 3, BLOCK 36
BK. 1, PG. 24
M.R.H.C.T.

ALAMO LAND & SUGAR COMPANY SUBDIVISION
LOT 14, BLOCK 40
BK. 1, PG. 24
M.R.H.C.T.

NEBRASKA RD (60' WIDE ROW)
NEBRASKA RD (40' WIDE ROW)
20' ALLEY
LINDA GAIL SUBDIVISION BOOK 19, PAGE 137 M.R.H.C.T.
EXISTING ROW
MATCH LINE STA 355+50
MATCH LINE STA 365+00
FM 907 (ALAMO RD) (80' WIDE ROW)

POB PARCEL 13
N=16,597,480.67
E= 1,108,589.51
STA 359+76.22
O/S 40.00 LT

POC PARCEL 13
A FOUND 1/2" IRON ROD
BEARS S85°E-0.3'

A POINT FROM WHICH A FOUND 1/2" IRON PIPE BEARS S86°E-1.8'

A FOUND 1/2" IRON PIPE BEARS S23°W-0.3'

A POINT FROM WHICH A FOUND 1/2" IRON PIPE BEARS S85°W-1.1'

DELETED PER TXDOT REQUEST

SEE DETAIL 13

SEE DETAIL 14

SEE DETAIL 15

UTILITY EASEMENT TO: CITY OF ALAMO
C.F. NO. 1944890
O.R.H.C.T.
RECORDED NOVEMBER 10, 2008

UTILITY EASEMENT TO: CITY OF ALAMO
C.F. NO. 2264542
O.R.H.C.T.
RECORDED DECEMBER 12, 2011

BLANKET EASEMENT TO: CENTRAL POWER AND LIGHT COMPANY
VOL. 1375, PG. 299
DATED JUNE 29, 1973
DOCUMENT NO. 390289
EXECUTED APRIL 22, 1994
D.R.H.C.T.

FROM: DOLLYE A. SHERIDAN
TO: CHARLENE H. CUNNINGHAM
1 ACRE (CALLED)
VOL. 2068, PG. 374
D.R.H.C.T.
EXECUTED NOVEMBER 26, 1984

BLANKET EASEMENT TO: CENTRAL POWER AND LIGHT COMPANY
VOL. 1375, PG. 299
DATED JUNE 29, 1973

FROM: NANCY RUTH CUNNINGHAM; JUDITH ELLEN MCCLELLAND, JOANN ROBBINS AND MARTHA JOY WEST
TO: PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT
18.08 ACRE (CALCULATED)
DOC. NO. 343388
D.R.H.C.T.
SEPTEMBER 14, 1993

POC PARCEL 14
FM 907 (ALAMO RD)
POB PARCEL 14
NEBRASKA RD

POC PARCEL 15 & 19
A FOUND 1" IRON PIPE
BEARS S67°W-0.4'

POC PARCEL 15
NEBRASKA RD
FM 907 (ALAMO RD)
POB PARCEL 15

PARENT TRACT INSET
NOT TO SCALE

PARCEL NO.	EXIST. AC. (CALCULATED)	LOT	BLOCK	OWNER	CONVEYANCE TYPE OF CONV.	CONVEYANCE FILM CODE	CONVEYANCE FILE NUMBER	TAKING AC/SF	REMAINDER (AC) LEFT	REMAINDER (AC) RIGHT
SANTA ANA GRANT, PORCION 72										
13	0.1515			HECTOR CRUZ				0.0019 / 84	0.1496	0.00
14	0.3960			FERNANDO CANO AND WIFE, ELVA EDITH CANO				0.0072 / 312	0.00	0.3888
15	0.7308			CHARLENE H. CUNNINGHAM				0.0184 / 800	0.00	0.7124

BASELINE
BASELINE CORPORATION
PROFESSIONAL SURVEYORS
TBPLS FIRM REGISTRATION No. 10030200
1750 SEAMIST DRIVE, SUITE #160, HOUSTON, TEXAS 77008
PHONE (713) 869-0155 FAX (713) 869-1541

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			9
STATE	DIST.	COUNTY	HIGHWAY NO.
TEXAS	PHARR	HIDALGO	FM 907
		CONT. SECT. JOB	
	CCSJ:	1586 01 069	
	RCSJ:	1586 01 072	

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   ELEVATION=97.07 FEET

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LEGEND

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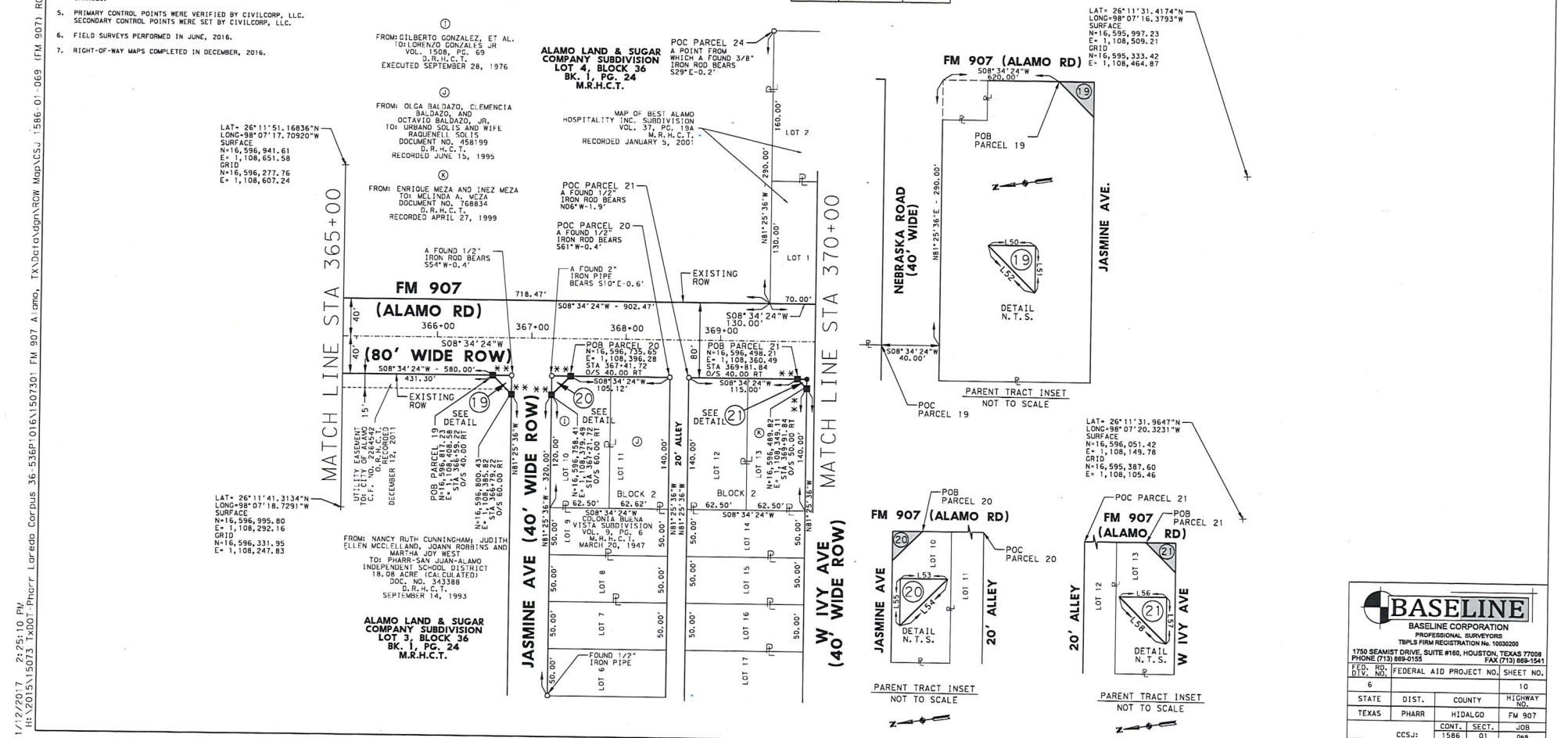
■	SET 5/8" TxDOT ALUMINUM CAPPED IRON ROD
□	FOUND TYPE I TxDOT CONCRETE MONUMENT
———	PROPOSED ROW
———	EXISTING ROW
-----	APPROXIMATE SURVEY LINE
M.R.H.C.T.	MAP RECORDS OF HIDALGO COUNTY, TEXAS
O.R.H.C.T.	OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS OF HIDALGO COUNTY, TEXAS
DOC No.	DOCUMENT NUMBER
C.F.	CLERK FILE
BK.	BOOK
VOL.	VOLUME
PG.	PAGE
—P—	PROPERTY LINE
—E—	ORIGINAL LOT LINE
O/S	BASELINE OFFSET
STA	BASELINE STATION
ROW	RIGHT-OF-WAY
△	CP = CONTROL POINT

SANTA ANA GRANT, PORCION 72

PARCEL NO.	EXIST. AC. (CALCULATED)	LOT	BLOCK	OWNER	TYPE OF CONV.	CONVEYANCE FILE CODE	CONVEYANCE FILE NUMBER	TAKING AC/SF	REMAINDER (AC) LEFT	REMAINDER (AC) RIGHT
19	18.08			PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL				0.0045/200		18.076
20	0.2009			LORENZO GONZALES JR				0.0045/200		0.1964
21	0.2009			MELINDA A. MEZA				0.0011/50		0.1998

LINE	DIRECTION	LENGTH
L50	S08°34'24"W	20.00
L51	N81°25'36"W	20.00
L52	N53°34'24"E	28.28
L53	S08°34'24"W	20.00
L54	N36°25'36"W	28.28
L55	S81°25'36"E	20.00
L56	S08°34'24"W	10.00
L57	N81°25'36"W	10.00
L58	N53°34'24"E	14.14

LAYOUT SCALE
22" X 34" SHEET: 1 INCH = 50 FEET
11" X 17" SHEET: 1 INCH = 100 FEET
100 50 25 0 50 100
GRAPHIC SCALE IN FEET



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1750 SEAMIST DRIVE, SUITE #160, HOUSTON, TEXAS 77008
PHONE (713) 869-0155 FAX (713) 869-1541

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			10
STATE	DIST.	COUNTY	HIGHWAY NO.
TEXAS	PHARR	HIDALGO	FM 907
		CONT. / SECT.	JOB
	CCSJ:	1586 / 01	069
	RCSJ:	1586 / 01	072

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   ELEVATION=97.07 FEET

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7. RIGHT-OF-WAY MAPS COMPLETED IN DECEMBER, 2016.

LEGEND

●	UNMARKED CORNER
○	FOUND PROPERTY CORNER AS DESCRIBED
■	SET 5/8" TxDOT ALUMINUM CAPPED IRON ROD
□	FOUND TYPE I TxDOT CONCRETE MONUMENT
	PROPOSED ROW
	EXISTING ROW
	APPROXIMATE SURVEY LINE
M.R.H.C.T.	MAP RECORDS OF HIDALGO COUNTY, TEXAS
O.R.H.C.T.	OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS OF HIDALGO COUNTY, TEXAS
DOC No.	DOCUMENT NUMBER
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BK.	BOOK
VOL.	VOLUME
PG.	PAGE
℄	PROPERTY LINE
℄	ORIGINAL LOT LINE
O/S	BASELINE OFFSET
STA	BASELINE STATION
ROW	RIGHT-OF-WAY
△	CP = CONTROL POINT

SANTA ANA GRANT, PORCION 72

PARCEL NO.	EXIST. AC. (CALCULATED)	LOT	BLOCK	OWNER	TYPE OF CONV.	CONVEYANCE		TAKING AC/SF	REMAINDER (AC)	
						FILM CODE	FILE NUMBER		LEFT	RIGHT
22	0.4025			LINO ROMEO MORENO				0.0011/50		0.4014
23	0.2009			GUADALUPE QUIROZ AND JUAN QUIROZ				0.0011/50		0.1998
24	1.0487			AURORA RODRIGUEZ				0.0045/200	1.044	

LINE	DIRECTION	LENGTH
L59	N 36° 25' 36" W	14.14
L60	S 81° 25' 36" E	10.00
L61	S 08° 34' 24" W	10.00
L62	N 53° 34' 24" E	14.14
L63	S 08° 34' 24" W	10.00
L64	N 81° 25' 36" W	10.00
L65	S 36° 25' 36" E	28.28
L66	N 81° 25' 36" W	20.00
L67	N 08° 34' 24" E	20.00

LAYOUT SCALE
22" X 34" SHEET: 1 INCH = 50 FEET
11" X 17" SHEET: 1 INCH = 100 FEET
100 50 25 0 50 100
GRAPHIC SCALE IN FEET

Ⓛ FROM: ROBERTO E. MORENO JR
TO: LINO ROMEO MORENO
DOCUMENT NO. 2740807
O.R.H.C.T.
RECORDED AUGUST 24, 2016

Ⓜ FROM: GUADALUPE QUIROZ AND DELIA GONZALES
FORMERLY QUIROZ
TO: EZMEREJILDO QUIROZ AND RAQUEL QUIROZ
DOCUMENT NO. 427645
D.R.H.C.T.
RECORDED DECEMBER 28, 1994

Ⓝ FROM: EVA QUIROZ
TO: GUADALUPE QUIROZ AND JUAN QUIROZ
DOCUMENT NO. 1091876
D.R.H.C.T.
RECORDED JUNE 13, 2002

Ⓞ FROM: ARTURO FIGUEROA AND WIFE ALMA N. FIGUEROA
TO: JUAN MARTIN RODRIGUEZ, JR
DOCUMENT NO. 2699929
D.R.H.C.T.
RECORDED APRIL 1, 2016

FROM: HERIBERTO CARZA
TO: AURORA RODRIGUEZ
DOCUMENT NO. 1830692
D.R.H.C.T.
RECORDED NOVEMBER 28, 2007

MAP OF BEST ALAMO HOSPITALITY INC. SUBDIVISION
VOL. 37, PG. 19A
M.R.H.C.T.
DATED JANUARY 5, 2001

COLONIA BUENA VISTA SUBDIVISION
VOL. 9, PG. 6
M.R.H.C.T.
MARCH 20, 1947

DETAIL N.T.S.

PARENT TRACT INSET NOT TO SCALE

PARENT TRACT INSET NOT TO SCALE

PARENT TRACT INSET NOT TO SCALE

LAT= 26°11'40.7660"N
LONG=98°07'14.7853"W
SURFACE
N=16,596,941.61
E= 1,108,657.58
GRID
N=16,596,277.76
E= 1,108,607.24

LAT= 26°11'41.3134"N
LONG=98°07'18.7291"W
SURFACE
N=16,596,995.80
E= 1,108,292.16
GRID
N=16,596,331.95
E= 1,108,247.83

LAT= 26°11'31.4174"N
LONG=98°07'16.3793"W
SURFACE
N=16,595,997.23
E= 1,108,509.21
GRID
N=16,595,333.42
E= 1,108,464.87

LAT= 26°11'31.9647"N
LONG=98°7'20.3231"W
SURFACE
N=16,596,051.42
E= 1,108,149.78
GRID
N=16,595,387.60
E= 1,108,105.46

MATCH LINE STA 370+00

W IVY AVE (40' WIDE)

HACKBERRY AVE (WIDTH VARIES)

FM 907 (ALAMO RD) (80' WIDE ROW)

20' ALLEY

EXISTING ROW

BASELINE
BASELINE CORPORATION
PROFESSIONAL SURVEYORS
TBPLS FIRM REGISTRATION No. 10030200
1750 SEAMIST DRIVE, SUITE #160, HOUSTON, TEXAS 77008
PHONE (713) 869-0155 FAX (713) 869-1541

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			11
STATE	DIST.	COUNTY	HIGHWAY NO.
TEXAS	PHARR	HIDALGO	FM 907
		CONT. SECT.	JOB
	CCSJ:	1586 01	069
	RCSJ:	1586 01	072

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County _Hidalgo_____
District _Pharr_____
ROW CSJ #_1586-01-072_____
CCSJ #__1586-01-069_____
Federal Project #:_____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

Standard Agreement to Contribute
State Performs Work
EDC Adjustment
Attachment C

Description	Total Estimated Cost	State Participation			Local Participation		
		% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Right of Way Acquisition	$61,010	90%	99.1%	$60,460.91	10%	0.9%	$549.09
Reimbursable Utility Adjustments	$0	0%	0%	$0	0%	0%	$0
Joint Bid Reimbursable Utility Adjustments	$0	0%	0%	$0	0%	0%	$0
	$0	0%	0%	$0	0%	0%	$0
	$0	0%	0%	$0	0%	0%	$0
TOTAL	$61,010	90%	99.1%	$60,460.91	10%	0.9%	$549.09

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on October 27, 2016 by virtue of attached Minute Order No. 114760, and approved a 0.9% percent adjustment to the required 91% percent local participation for this project. Also attached are completed Affidavit and EDC Program Information Sheet.

AI-59546 **Budget and Management** **25. E.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TXDOT Pct 4 - FM1925 (Kenyon-FM907) (1315):
Discussion and action to authorize Valde Guerra, County Executive Officer, to sign certification of Tabulation of Utility Adjustments (SUP) for FM1925 ROW CSJ 1803-02-033.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact, form will request reimbursement from TXDOT.

Attachments

Form & Back-up

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	04/25/2017 01:32 PM
Budget & Management	Veronica Ortiz	04/25/2017 01:33 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Merlen P. Munoz		Started On: 04/25/2017 11:21 AM
Final Approval Date: 04/28/2017		

Form ROW-U-45
Rev. 3/2004
GSD-EPC

TABULATION OF UTILITY ADJUSTMENTS (SUP)

Date: 4/24/17

Federal Project No.: STP1502(469)

District: Pharr

ROW CSJ: 1803-02-033

County of Hidalgo, Texas

Highway: FM 1925

Utility Company	Utility Agreement Number	Amount of Final Billing	Firm Commitment or Net Cost to County/City	Amount of Requested Reimbursement
Kinder Morgan	U-14591	$ 177,032.95	$ 1947.36	$ 175,085.59
	U-	$	$	$
	U-	$	$	$
	U-	$	$	$
	U-	$	$	$

CERTIFICATION

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

_____ _____

Authorized Local Government Representative Date

HIDALGO COUNTY

STATEMENT

Statement Date 5/2/2017

Statement # 2017-TXDOT-FM 1925

Bill To:

Texas Department of Transportation
600 W. Interstate 2
Pharr, Texas 78577-1231

Remittance

To ensure proper credit , please enclose a copy of this statement with your check and remit to:

Account Summary

Balance Due $ 175,085.59

Amount Enclosed $

Payee ID Number: 17460007176012

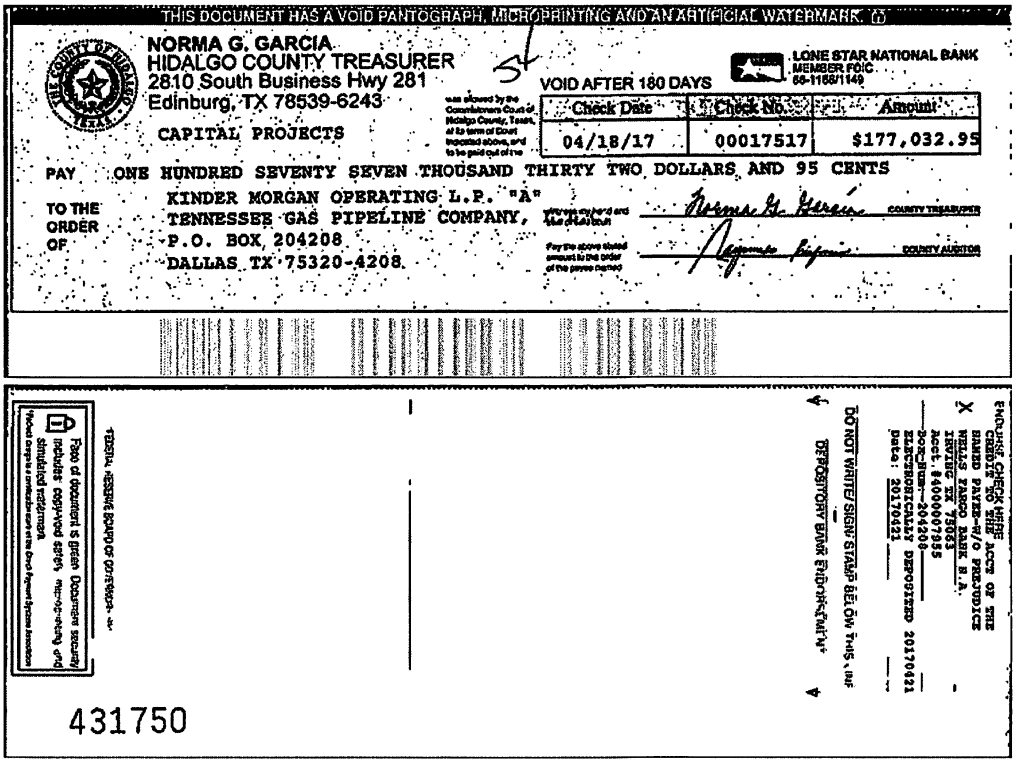
Make checks payable to: **HIDALGO COUNTY**
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025

Date	Check/JE No.	Description	Amount
4/18/2017	04-00017517	Billing for expenditures incurred by Hidalog County in connection with Kinder Morgan to extend the casing on the TGP 24" pipeline on line no.409A-100 located at FM1925 in Hidalgo County Federal Proj. No: STP 1502(469) ROW CSJ: 1803-02-033	175,085.59

Amount Due: $ 175,085.59

For Internal Use:

CREDIT ACCOUNT NUMBER: 7-1315-126-20-000-020-0-000



THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

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

CAPITAL PROJECTS

VOID AFTER 180 DAYS

LONE STAR NATIONAL BANK
MEMBER FDIC
65-1166/1149

Check Date	Check No.	Amount
04/18/17	00017517	$177,032.95

PAY ONE HUNDRED SEVENTY SEVEN THOUSAND THIRTY TWO DOLLARS AND 95 CENTS

TO THE ORDER OF
KINDER MORGAN OPERATING L.P. "A"
TENNESSEE GAS PIPELINE COMPANY,
P.O. BOX 204208
DALLAS TX 75320-4208

Norma G. Garcia COUNTY TREASURER

COUNTY AUDITOR

ENDORSE CHECK HERE
CREDIT TO THE ACCT OF THE
NAMED PAYEE-W/O PREJUDICE
WELLS FARGO BANK N.A.
IRVING TX 75063
Acct: 4000019955
Doc_Num=204208
ELECTRONICALLY DEPOSITED 20170421
Date: 20170421

DO NOT WRITE/SIGN/STAMP BELOW THIS LINE
DEPOSITORY BANK ENDORSEMENT

FEDERAL RESERVE BOARD OF GOVERNORS

Payee of document is given Documents secured by
rebates could be voided
Standard indemnity

431750

KINDER MORGAN INC.

Invoice

TENNESSEE GAS PIPELINE CO LLC
PO BOX 2511
HOUSTON TX 77252-2511
United States of America

DATE	INVOICE #
09/01/2016	7F 476

DUE DATE	TERMS
10/01/2016	NET 30 DAYS FROM INVOICE DATE

BILL TO

HIDALGO COUNTY, PRECINT 4
1051 N DOOLITTLE ROAD
EDINBURG TX 78542
United States of America

CUSTOMER #

18905

Description	Qty	UOM	Unit Price	Discount	Amount
EXTEND THE CASING ON THE TGP 24" PIPELINE ON LINE NO. 409A-100 LOCATED AT FM 1925 IN HIDALGO COUNTY, TX.					
TGP AFE 300710					
FINAL BILLING FOR REIMBURSABLE PROJECT	1.000	EA	77033	0.00	177,032.95

Comments:

Invoice Total: $177,032.95

Payments:
Tennessee Gas Pipeline Company LLC
P.O. Box 204208
Dallas, TX 75320-4208

Wire Instructions
Tennessee Gas Pipeline Company LLC
Wells Fargo Bank NA
1000 Louisiana
Acct# 400-000-7955
ABA# 121000248
Houston, TX 77002

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

December 15, 2016

Mr. Robert Macheska, P.E., CFM
Project Manager
L & G Engineering
900 S. Stewart Rd., Ste. 9
Mission, Texas 78572

Subject: FM 1925 / Kinder Morgan Invoice

Dear Mr. Macheska:

This letter serves as notice that the Hidalgo County Auditor's Office has reviewed and verified invoice 7F 476 from Kinder Morgan. The County is ready to process payment on this invoice in the amount of $181,253.60 pending pre-approval from the Texas Department of Transportation.

If you have any questions, please contact Ms. Linda Fong, First Assistant Auditor, at (956) 318-2511 ext. 4668, or me at ext. 4604.

Respectfully,

Raymundo Eufracio, CPA
Hidalgo County Auditor

cc: Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3
Mr. T.J. Arredondo, Director, Hidalgo County Planning Department

HIDALGO COUNTY DISTRICT JUDGES

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

AI-59386 **Budget and Management** **25. F. 1.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Lulu Lucio, COMM. PCT. #4

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMM. PCT. #4

Information

CAPTION

Pct 4 Rd. Maint (1200):
A. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of McAllen for the road improvements to Mile 5 Road(Taylor-Ware).
B. Approval of 2017 appropriation of funds into Pct 4 Rd. Maint in the amount of $65,262.50.

BACKGROUND

ICA approved 12/8/15 AI-52537

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office.

Monies for the ICA for Mile 5 (Taylor-Ware) receipted under Acct#7-1200-223-00-124-087-0-000 (Receipt#195627)

Attachments

COR
appropriation-REVISED

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/12/2017 03:37 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Merlen P. Munoz		Started On: 04/12/2017 03:25 PM
Final Approval Date: 04/28/2017		

COUNTY of HIDALGO

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

EDINBURG, TEXAS 78539

April 19, 2017

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contract between Hidalgo County and the City of McAllen, Texas for the road improvement project to Mile 5 (Taylor Road to FM220) in the amount of $65,262.50. 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

4/19/17
Date

HIDALGO COUNTY DISTRICT JUDGES

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

HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Wednesday, April 12, 2017

Subject: Certification of Revenues Pct 4 Revenue

Cc: Linda Fong, 1st Assistant County Auditor
Maria Lucio, Executive Assistant Pct 4
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the the ICA with City of McAllen for revenue earned by Pct 4 for the road improvement to Mile 5(Taylor-Ware) in the amount of $65,262.50.

The following unearned revenue accounts are currently active for the projects:

- 7-1200-223-00-124-087-0-000 (R&B PCT4-UNEARNED REV-M5 RD(TAYLOR-WARE) (Receipt#195627)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

Nereyda Gonzalez

From: Alfredo Esparza [alfredo.esparza@co.hidalgo.tx.us]
Sent: Wednesday, April 12, 2017 3:47 PM
To: ray.eufracio@auditor.co.hidalgo.tx.us
Cc: linda fong; Maria Lucio; becky.luna@auditor.co.hidalgo.tx.us; nereyda gonzalez
Subject: Certification of Revenues Pct. 4 Revenue
Attachments: Certification of Revenues Pct. 4 Revenue.pdf

HIDALGO COUNTY
texas
DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

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Cc: Linda Fong, 1st Assistant County Auditor
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The following unearned revenue accounts are currently active for the projects:

- 7-1200-223-00-124-087-0-000 (R&B PCT4-UNEARNED REV-M5 RD(TAYLOR-WARE) (Receipt#195627)

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

--

Alfredo Esparza
Budget Clerk II
County of Hidalgo Texas
Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg ,TX 78539
Phone: 956-292-7025 Ext: 5409
alfredo.esparza@co.hidalgo.tx.us

AI-59386 **Budget and Management 40. A. 0.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Lulu Lucio, COMM. PCT. #4

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COMM. PCT. #4

Information

CAPTION

Pct 4 Rd. Maint (1200):
A. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of McAllen for the road improvements to Mile 5 Road(Taylor-Ware).
B. Approval of 2017 appropriation of funds into Pct 4 Rd. Maint in the amount of $65,262.50.

BACKGROUND

ICA approved 12/8/15 AI-52537

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from the Auditor's Office.

Monies for the ICA for Mile 5 (Taylor-Ware) receipted under
Acct#7-1200-223-00-124-087-0-000 (Receipt#195627)

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/12/2017 03:37 PM
Final Approval		
Form Started By: Merlen P. Munoz		Started On: 04/12/2017 03:25 PM

DATE: April 12, 2017

2017
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct 4 Rd Maint

ACCOUNT NUMBER: 7-1200-431-00-124-007-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
7 7-1200-431-00-124-007-0- 610	PCT4 RD MAINT	GENERAL SUPPLIES	65,262.50
7-1200-337-00-124-009-0-000	*R&B Pct 4 ICA McAllen M5(Taylor-Ware) Revenues*		*65,262.50*
		TOTAL BUDGET INCREASE (DECREASE)	**65,262.50**

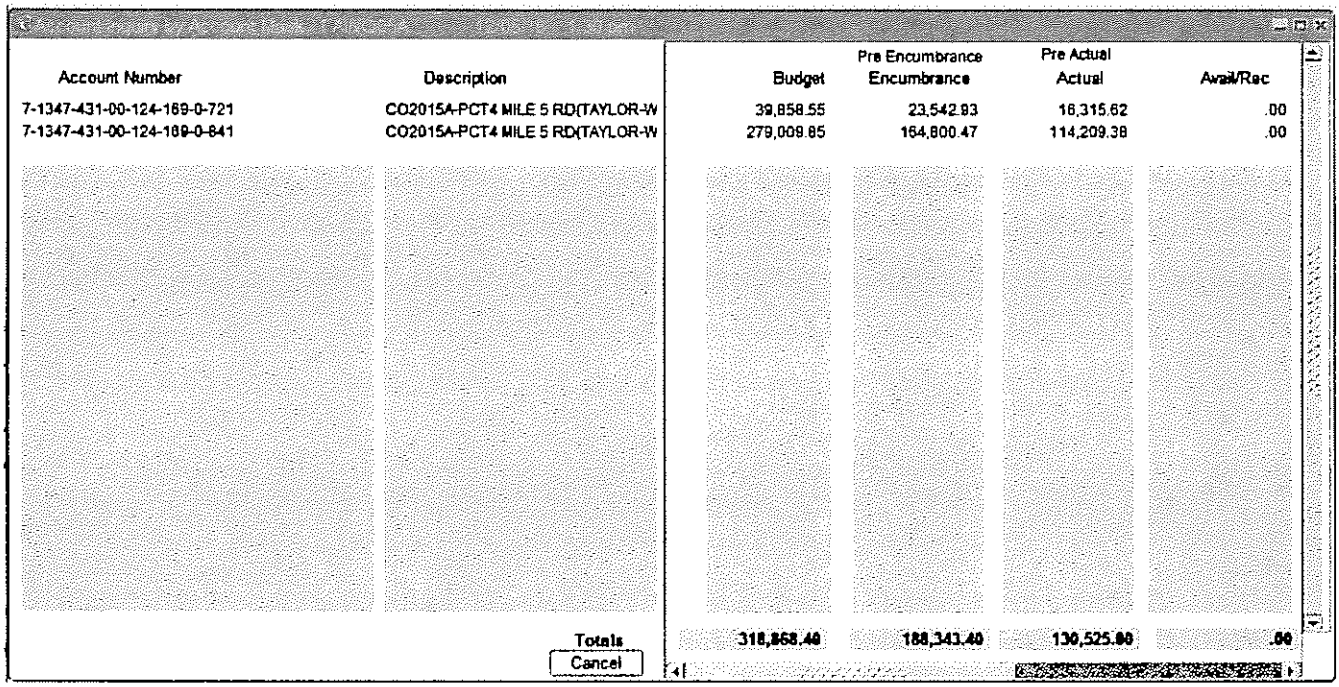
REASON: To appropriate funding for revenues for various ICA with City of Mcallen for the M5(Taylor-Ware). Monies currently under an unearned revenue account until posted by the Auditor's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK



Account Number	Description	Budget	Pre Encumbrance Encumbrance	Pre Actual Actual	Avail/Rec
7-1347-431-00-124-169-0-721	CO2015A-PCT4 MILE 5 RD(TAYLOR-W	39,858.55	23,542.93	16,315.62	.00
7-1347-431-00-124-169-0-841	CO2015A-PCT4 MILE 5 RD(TAYLOR-W	279,009.85	164,800.47	114,209.38	.00
	Totals	318,868.40	188,343.40	130,525.00	.00

Cancel

$ 130,525.00	Project Expenditures as of period 13, 2016.
50%	Percentage of expenditures used to determine certifiable revenues
65,262.50	Certifiable Revenue Amount
65,262.50	Revenue Amount that will be certified on 5/2/2017 with Commissioners' Court approval (see AI-59386)

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

Receipt No: 195627

Received From: CITY OF MCALLEN PCT. 4 Date 02/29/16

1	0000477621	IMPRVMTS MILE 5 FROM TAYLOR RD TO FM2220 6-1200-223-00-124-087-0-000	335,935.00

Total: **335,935.00**

Check Total	335,935.00
Cash Total	.00
Credit Total	.00
Other Total	.00

HIDALGO COUNTY texas

JOSEPH PALACIOS
1051 N. Doolittle Rd.
Edinburg, Texas 78542
Office: (956) 383-3112
Fax: (956) 381-5905

COUNTY COMMISSIONER, PCT. NO. 4

Memorandum

To: **Norma Garcia, County Treasurer**

From: **Hidalgo County Pct. # 4**

Date: **Friday, February 12, 2016**

Subject: **Pct. 4 Receipt- City of McAllen**

Please let this memo serve as a request for a receipt from your office in relation to the City of McAllen check # 477621 for the amount of $335,935.00 for Improvements to Mile 5 from Taylor Road to FM 2220 (Ware Road).
Please deposit the check into the following account:
6-1200-223-00-124-087-0-000

Thank you for your prompt attention to this matter. If you have any questions, feel free to contact me at anytime (956) 383-3112 ext. 4019.

CITY OF McALLEN

To: COUNTY OF HIDALGO 107097

Check Number: 0000477621

Date: 02/03/2016

Invoice Number	Date	Description	Amount	Paid Amount
11/17/15	02/02/2016	INTERLOCAL TAYLOR RD TO WARE	$335,935.00	$335,935.00

TOTALS: $335,935.00 $335,935.00

THIS DOCUMENT HAS A VOID PANTOGRAPH. MICROPRINTING AND AN ARTIFICIAL WATERMARK.

CITY OF McALLEN

AND/OR McALLEN PUBLIC UTILITY

Disbursement Fund

P.O. Box 220 McALLEN, TEXAS 78505-0220

PlainsCapital Bank
Edinburg, Texas

DATE	CHECK NUMBER
Feb 3, 2016	0000477621

AMOUNT
$335,935.00

VOID AFTER 90 DAYS

Pay Three Hundred Thirty Five Thousand Nine Hundred Thirty Five Dollars And 00 Cents

to the Order of:

COUNTY OF HIDALGO
300 W HALL ACRES SUITE G
ATTN: EDUARDO 'EDDIE' CANTU
COUNTY COMMISSIONER

⑈0000477621⑈ ⑆111322994⑆ ⑈0140012303⑈

FILED
AT 2:30 O'CLOCK P M

JAN 12 2016

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF MCALLEN, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO MILE 5 FROM TAYLOR ROAD TO FM 2220 (WARE ROAD)

THIS agreement is made on this the 8th day of December, 2015 by and between the City of McAllen, Texas hereinafter referred to as the "City" and the County of Hidalgo, Texas hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the County is a county in the State of Texas; and

WHEREAS, the City and County desire to cooperate in making needed road improvements to Mile 5 from Taylor Road to FM 2220 (Ware Road) as outlined in Exhibit A (the "Project"); and

WHEREAS, the City and County agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of added capacity for increased safety; and

WHEREAS, the County will be the fiduciary agent for this Project and will act as project development lead;

WHEREAS, the City and County desire to proceed and complete the Preliminary Engineering, Environmental, Public Involvement and Schematic Design, of the Road (the "Phase I");

WHEREAS, the City and County will cooperatively seek to fund the construction and ROW costs of this Project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the total Phase I project development cost is estimated to be $881,870.00 of which the County will contribute an estimated amount of $385,985.00;

WHEREAS, the City desires to cooperate by contributing a total sum not to exceed the amount of $495,885.00 to the County toward the project development activities; and

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq.

which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City agrees County will act as project sponsor to develop the Phase I of the project development, which includes the Preliminary Engineering, Environmental, Public Involvement and Schematic Design services of the Road within the City limits.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees to complete Phase I of the project development, which includes the Preliminary Engineering, Environmental Assessment, Public Involvement & Schematic services more particularly described in that portion of Exhibit B attached hereto and made a part hereof for all purposes that relates to said Phase I.

2. The road at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.

3. The City shall pay County as its contribution for Phase I of the Project the sum of $335,935.00 at time of execution of this Agreement.

4. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

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

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

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

8. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein.

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

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

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

If to City: City of McAllen
Attention: Hon. Jim Darling
1300 Houston Avenue
McAllen, Texas 78501

With copy to: City of McAllen
Attention: Kevin D. Pagan, City Attorney
1300 Houston Avenue
McAllen, Texas 78501

If to County: Hidalgo County, Texas
Attention: Hon. Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

With copy to: Hon. Joseph Palacios, Commissioner Pct. #4
1061 N. Doolittle Road
Edinburg, Texas 78539

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

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

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

14. Assignment: This Agreement shall not be assignable.

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

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

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

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

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

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

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 12/8/15

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF MCALLEN

By: _____
Hon. Jim Darling, Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP.

By: _____
Stephen L. Crain

FILED
at 2:30 o'clock P.M.

JAN 12 2016

ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to Mile 5 from Taylor Road to FM 2220 (Ware Road), a section which is in part within the city limits of McAllen and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of McAllen, Texas, and Hidalgo County.

By vote on Dec. 8, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 12/8/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP,

By: _____
Stephen L. Orsin

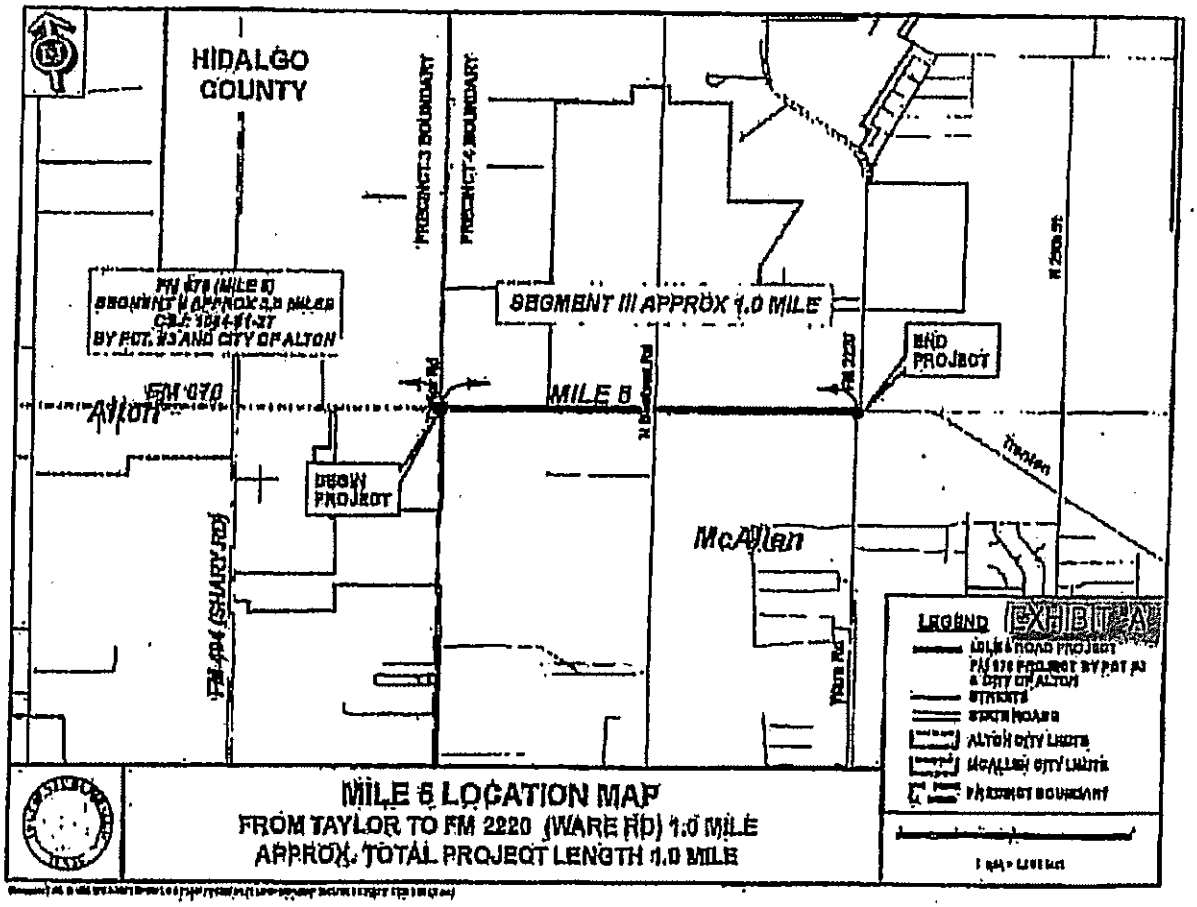

HIDALGO COUNTY
PRECINCT 3 BOUNDARY
PRECINCT 4 BOUNDARY
SEGMENT III APPROX 1.0 MILE
END PROJECT
MILE 6
FM 2220
Taylor Rd
N 25th St
FM 676 (MILE 6)
SEGMENT II APPROX 2.0 MILES
C.S.J. 1014-01-JT
BY PCT. #3 AND CITY OF ALTON
FM 676
Alton
BEGIN PROJECT
Bentsen
McAllen
Bentsen Rd
LEGEND
EXHIBIT A
MILE 6 ROAD PROJECT
FM 676 PROJECT BY PCT #3 & CITY OF ALTON
STREETS
STATE ROADS
ALTON CITY LIMITS
MCALLEN CITY LIMITS
PRECINCT BOUNDARY
MILE 6 LOCATION MAP
FROM TAYLOR TO FM 2220 (WARE RD) 1.0 MILE
APPROX. TOTAL PROJECT LENGTH 1.0 MILE

EXHIBIT "B"
MILE 5 PROJECT
from Taylor Road to Ware Road (FM 2220)
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	MILE 5
LIMITS: SEGMENT 3	from Taylor Road to Ware Road (FM 2220) - SEGMENT 3
EXISTING ROADWAY SECTION:	2-lane rural roadway
EXISTING ROW WIDTH:	variable 64' to 80' feet
PROPOSED ROADWAY SECTION:	4-lane divided arterial
PROPOSED ROW WIDTH: SEGMENT 3	120-FT
ESTIMATED CONSTRUCTION COST: (SEGMENT 3 ROADWAY ONLY)	$5,581,944.00
ESTIMATED CONSTRUCTION COST FOR INTERSECTION WYNN AND UPRR	$2,534,000.00
LENGTH FOR 4-LANE ROADWAY: SEGMENT 3	1.0 Mile

ESTIMATED PROJECT COSTS	ESTIMATED % LOCAL COST	ESTIMATED PROJECT COST	ESTIMATED LOCAL COST
WORK AUTH NO. 1 for SEGMENT 3 - PRELIMINARY ESTIMATE			
PHASE I - I.A. PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Conference w/ Department w/in TxDOT	100%	$ 97,920.00	$ 97,920.00
Public Involvement for the project (4 PI Meetings and 1 Open House)	100%	$ 57,600.00	$ 57,600.00
Archeological and Historical Requirements	100%	$ 26,600.00	$ 26,600.00
Environmental Technical Report w/ Public Involvement	100%	$ 23,760.00	$ 23,760.00
Schematic for Roadway	100%	$ 85,000.00	$ 85,000.00
Preliminary Plan for Utility & Irrigation Structure	100%	$ 84,000.00	$ 84,000.00
Schematic Design for 2 RCB Bridges with 48" Steel Pipe Bypass for Ditch #1	100%	$ 80,000.00	$ 80,000.00
Office Survey for Schematic (Incl. Obtaining Information and Plotting)	100%	$ 12,000.00	$ 12,000.00
Preliminary Coordination Utilities Identification on Schematic	100%	$ 61,000.00	$ 61,000.00
Update Schematic based on comments at Joint Use by TxDOT/FHWA for environmental and EA update w/ FONSI	100%	$ 30,000.00	$ 30,000.00
Preliminary Technical Support to Public Hearing	100%	$ 30,000.00	$ 30,000.00
Public Involvement for Schematic Public Hearing	100%	$ 30,000.00	$ 30,000.00
SUB-TOTAL		$ 671,870.00	$ 671,870.00

PHASE II & III FOR INFORMATION PURPOSES ONLY

[illegible]		[illegible]	[illegible]
SUB TOTAL:		[illegible]	[illegible]
[illegible]		[illegible]	[illegible]
SUB TOTAL:		[illegible]	[illegible]
ESTIMATED TOTAL		$ 8,434,670.00	$ 2,641,956.00

TOTAL ESTIMATED PROJECT COST: $ 9,434,670.00

7/27/2016

DATE: April 12, 2017

2017
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Pct 4 Rd Maint**

ACCOUNT NUMBER: 7-1200-431-00-124-007-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
7-1200-431-00-124-007-0- 610	PCT4 RD MAINT	GENERAL SUPPLIES	65,262.50
7-1200-337-00-124-009-0-000	*R&B Pct 4 ICA McAllen M5(Taylor-Ware) Revenues*		*65,262.50*
	TOTAL BUDGET INCREASE (DECREASE)		**65,262.50**

REASON: To appropriate funding for revenues for various ICA with City of Mcallen for the M5(Taylor-Ware). Monies currently under an unearned revenue account until posted by the Auditor's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-59613 **Purchasing Department** **26. A. 1.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Action to cease negotiations with the number one [#1] ranked firm, the Dannenbaum Group in connection with Program Management Services for the Design & Construction of a New Hidalgo County Courthouse;

B. Approval to commence negotiations with the number two [#2] ranked firm of Jacobs [as shown on the original agenda item attached as supporting documentation] in connection with the provision of Program Management Services for he Design and Construction of a New Hidalgo County Courthouse;

C. Selection and/or designation of negotiation team members by HCCC.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-419-40-125-035-0-730

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

BUDGETARY IMPACT:

Funds available as of 4-28-17.

CALENDAR YEAR: 2017 **ACCT. #:** 7-1350-419-40-125-035-0-7XX

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

BUDGETARY IMPACT:

Funds available as of 4-28-17.

Attachments

grid

56890

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Darlene Betancourt	04/28/2017 04:25 PM
Budget & Management	Veronica Ortiz	04/28/2017 04:29 PM

Ivan Cantu	Ivan Cantu	04/28/2017 04:42 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Marty Salazar		Started On: 04/28/2017 09:28 AM
Final Approval Date: 04/28/2017		

HIDALGO COUNTY

Program Management Firms for the Deisgn and Construction of a New Hidalgo County Courthouse

SCORING & EVALUATION GRID

	BROUDDUS + PROJECT CONTROL	JLL	HILL INTERNATIONAL	DANNENBAUM ENGINEERING	JACOBS PROJECT MANAGEMENT
EVALUATOR 1	90	91	92	93	98
EVALUATOR 2	93	72	90	98	85
EVALUATOR 3	94	88	91	98	84
EVALUATOR 4	95	95	97	98	98
EVALUATOR 5	90	88	90	90	99
TOTAL POINTS	462	434	460	477	464
TOTAL AVERAGE	92.4	86.8	92	95.4	92.8
RANKING	**3**	**5**	**4**	**1**	**2**

*SCORING & EVALUATION COMPLETED BY EVALUATION COMMITTEE

AI-56890 **Purchasing Department 4. A. 1.**

CC REGULAR

Meeting Date: 10/18/2016

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

A. Approval of the evaluation/scoring grid for the purposes of ranking by Commissioners' Court of the five (5) participating firms:

PROGRAM MANAGEMENT FIRM	SCORE	RANK
BROADDUS + PROJECT CONTROL		
JLL		
HILL INTERNATIONAL		
DANNENBAUM		
JACOBS PROJECT MANAGEMENT CO.		

B. Authority to commence negotiations for the purpose of finalizing a professional service agreement with the No. 1 ranked firm of _____ for the design and construction of the New Hidalgo County Courthouse.

BACKGROUND

Fiscal Impact

Attachments

Acceptance Form

Respondent List

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/13/2016 01:15 PM
Final Approval	Monica Badillo	10/13/2016 03:47 PM

Form Started By: Monica Badillo Started On: 10/13/2016 12:40 PM

Final Approval Date: 10/13/2016

AI-59496 **Purchasing Department** **26. B. 1.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the responsible vendor submitting the lowest and best bid [and meeting all specifications and requirements] for the purpose of award of bid to Benchmark Utility Contractors Inc., dba, Centex Trucking including approval of the contract for the project numbered and titled: RFB No. 2017-052-05-02 "Hauling Services for Millings", subject to compliance with HB1295 when and if applicable.

BACKGROUND

1. Seven (7) vendor packets distributed;
2. Two (2) vendors submitted bids qualifying for review and consideration.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-121-005-0-610

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

BUDGETARY IMPACT:

Funds available as of $4/25/17; services will be provided on an as needed basis

---

Attachments

Legal Approval
Participation Sheet
Bid Tabulation
Recommendation Memo
Contract & Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/20/2017 02:24 PM
Budget & Management	Veronica Ortiz	04/20/2017 02:36 PM
Merlen P. Munoz	Merlen P. Munoz	04/25/2017 02:43 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Tanya Delira		Started On: 04/20/2017 11:11 AM

Final Approval Date: 04/28/2017

Zimbra **tanya.delira@co.hidalgo.tx.us**

RE: 2017-052- Hidalgo County Pct. 1 Hauling services for Millings

From : Steve Crain <scrain@atlashall.com> Tue, Feb 21, 2017 06:09 PM

Subject : RE: 2017-052- Hidalgo County Pct. 1 Hauling services for Millings

To : 'Tanya De Lira' <tanya.delira@co.hidalgo.tx.us>

The draft is OK.

From: Tanya De Lira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, February 21, 2017 4:16 PM
To: Steve Crain <scrain@atlashall.com>
Subject: 2017-052- Hidalgo County Pct. 1 Hauling services for Millings

Mr. Crain,
Attached, please find the Draft Specifications and a Draft Contract for the Hauling Services For Millings for Pct. 1 Project # 2017-052 for your review and approval.

Thank you.

Tanya De Lira, Buyer III

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
O 956 292 7000 x 4878
F 956 292 7612

-HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: APRIL 12, 2017 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: HAULING SERVICES FOR MILLINGS
BID NO: 2017-052-04-12-TDL

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. Prime Vendor, Inc	EM	Tanya De Lira	03/28/2017	Work43@prime-vendor.com 4622 Cedar Avenue Suite 123 Wilmington NC 28403 Phone 800-746-9554 Fax 800-746-8307
2. Beard Logistics LLC	EM	Tanya De Lira	03/28/2017	henry.bead@landstarmail.com Phone 225-366-0169 Fax 888-294-2851
3. Centex Trucking	IP	Tanya De Lira	04/03/2017	Juan Chavez centextrucking@gmail.com 956-363-8111
4. Niagara Consulting	EM	Tanya De Lira	04/03/2017	brian@niagaraconsulting.net P 248-716-4614 F-613-482-4574
5. Virtual Builder Exchange	EM	Tanya De Lira	04/03/2017	Karen@virtualbx.com 4047 Naco Perrin, Suite 100 San Antonio, TX 78217 Ph: 210-564-6900, Ext. 126 Fax: 210-564-6902
6. IOC Company	EM	Tanya De Lira	04/06/2017	etello@ioccompany.com **Eloy A. Tello** 9312 E. Curve Rd. Edinburg Texas 78542 O 956 380 2897 F956 380 4085 M 956 648 2394
7. Roy's Hauling Services, Inc.	EM	Tanya De Lira	04/10/2017	Royshaulinginc@aol.com Kristina Balderas Roy's Hauling Service, Inc. Office: 956.383.2206 Cell: 956.343.2206

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)-

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Precinct No. 1

BID OPENING DATE: April 12, 2017	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Hauling Services For Millings"

BID NO: 2017-052-04-12-TDL	**BUYER: Tanya De Lira**

	NAME OF COMPANY	RADIUS	TOTAL COST PER CUBIC YARD
1.	Roy's Hauling Services, Inc. Edinburg, Tx.	01-10 MILES	$3.50
		11-20 MILES	$5.50
		21-30 MILES	$7.50
		31-40 MILES	$9.50
		41-50 MILES	$12.00
		51-60 MILES	$14.00
		61-70 MILES	$16.00
2.	Bench Mark Utility Construction Inc. dba Centex	01-10 MILES	$4.00
		11-20 MILES	$4.40
		21-30 MILES	$6.00
		31-40 MILES	$7.90
		41-50 MILES	$8.80
		51-60 MILES	$9.00
		61-70 MILES	$10.50

M E M O R A N D U M

TO: **HIDALGO COUNTY PCT. 1**

FROM: Tanya De Lira, Buyer III
Hidalgo County Purchasing Department

DATE: April 12, 2017

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2017-052-04-12-TDL
HIDALGO COUNTY PCT. 1 - "HAULING SERVICES OF MILLINGS"

Attached you will find copies of the bids responses received for the above referenced project. Please review and sign if approved by your department. We need to present your approval and/or recommendation on the Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956) 292-7612 or email it to tanya.delira@co.hidalgo.tx.us by no later than April 18, 2017 by noon in order to place this item on the agenda for Commissioners Court Meeting.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4878

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
1.) Bench Mark Utility Contractors Inc, dba Centex Trucking	LOWEST BID OVER ALL
2.)	PCT. #1
3.)	ROAD & BRIDGE
Budget account # -	1200-431-00-121-005-0-1010

Amy Saenz-Smith Amy Saenz-Smith Comm. Pct. 1 4/20/17

Authorized Signature Printed Name Department Date

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-052-05-02

THIS CONTRACT is made and entered into this **2nd** day of **May 2017** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Benchmark Utility Contractors, Inc. dba Centex Trucking** ("Company").

WHEREAS, Company responded to request for bids **"Hauling Services for Millings"** for **Precinct No.1** ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications of 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 (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This

Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB Packet within **Hidalgo County** following a request for Services by the **County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year (on an as needed basis) commencing on **June 2nd , 2017** and expiring on **June 1st, 2018, and may be extended at the** sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay of award for next term and contingent upon cost remaining unchanged, 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. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	Centex Trucking **24165 I H-10 West #217-610** **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 thirty day's written notice prior to cancellation.

15. The contract may be terminated by County without cause upon thirty (30) days written notice.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer

may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

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

20. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of _____, 2017.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Centex Trucking_____

By:_____

Printed Name: Juan M. Chavez

Title: Vice President

APPROVED BY COMMISSIONES COURT:_____

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

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

March 27 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY Precinct No. 1**
Request for Bids -**"HAULING SERVICES OF MILLINGS"**
RFB Bid No: 2017-052-04-12-TDL

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4878.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/tdl
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

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REQUEST FOR BIDS

"Stripping/Markings of County Roads, County Parking Lots & Misc. County Owned Sites"

RFB NO: 2017-052-04-12-TDL

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The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

_____ _____

Martha L. Salazar, CPPB, Purchasing Agent Date

Revised 09/13/16

Bid No:2017-052-04-12-TDL	Buyer : Tanya De Lira	Tel. No: (956) 318-2626 ext 4878

REQUEST FOR BIDS

HIDALGO COUNTY PCT. 1
"HAULING SERVICES OF MILLINGS"

BID OPENING DATE

April 12, 2017

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PCT. 1 - "HAULING SERVICES OF MILLINGS"** 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. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and it's 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.: 2017-052-04-12-TDL "HIDALGO COUNTY (PRECINCT NO. 1) – HAULING SERVICES OF MILLINGS"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, APRIL 12, 2017. NO FACSIMILES, EMAILS 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 – "HAULING SERVICES OF MILLINGS" -RFB NO.: 2017-052-04-12-TDL -"HAULING SERVICES OF MILLINGS"** 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.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. Title VI Appendices (See **Exhibit "G"**)
   8. SAMS.gov Registration Acknowledgement (See Number 18 below).

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; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation -"HIDALGO COUNTY (PRECINCT NO. 1)-RFB NO.:2017-052-04-12-TDL
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.
. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	APRIL 12 , 2017
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____, 2017

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. Register at SAMs System for Award Management @ www.sam.gov.

. 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. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. 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.

21. 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 E, 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.

22. 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. (2017-052), 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: tanya.delira@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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. 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.

32. 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.

LEGAL NOTICE

Bid
for
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS"
BID NO.: 2017-052-04-12-TDL

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - 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 MILLINGS"
RFB NO.: 2017-052-04-12-TDL

SPECIFICATIONS

SCOPE OF WORK:
Hidalgo County is seeking qualified companies to establish a contract for "Hauling Services for Millings" for Hidalgo County Precinct No. 1. All hauling services will be on an "As Needed Basis" by the Precinct.

SPECIFICATIONS, REQUIREMENTS:

1. Millings will be hauled from location of material. The Precinct will load the millings material from project site for vendor to haul to designated area.

2. Due to the size of Hidalgo County Precinct No. 1 and the various location sites throughout, no specific origin or destination sites can be specified.

3. Bid award will be based on **low bid per cubic yard per mile radius** meeting all requirements.

4. Mile radius will start at the point of pickup and end at the designated area.

5. Hidalgo County Precinct No. 1 is requesting a minimum of Ten (10) vendor owned and/or leased hauling trucks that will be available for this bid with a minimum of twenty-two (22) tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Attachment "A". Upon notification of Award, Vendor will need to provide Attachment A-1, containing Information on all applicable drivers.

6. The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits. Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department upon bid award.

7. 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 coverage as outlined in Exhibit "C".

EXHIBIT "A"
HIDALGO COUNTY
PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS"
RFB NO.: 2017-052-04-12-TDL

TERMS AND 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 one (1) year term on an "As Needed Basis" 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 bid 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 advantageous to the County.

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. **All costs and expenses associated with the preparation and submission of (bids, proposals statement of qualifications (RFQ) and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

8. Hidalgo County may utilize **State Awarded Contracts** when it is in the County's best interest to do so.

9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder. **Insurance requirements for this project to be maintained throughout the contract term (refer to Limits in Exhibit "C").**

10. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

EXHIBIT "A"
HIDALGO COUNTY
PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS"
RFB NO.: 2017-052-04-12-TDL

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. **TIME FRAME FOR ADJUSTED PRICE INCREASES:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **ALLOWABLE REVIEW PERIODS:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **DOLLAR LIMIT TO PRICE CHANGES:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional information:

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, At 2802 South Business Hwy 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL OR VIA FACSMILE NO LATER THAN **Monday, April 03, 2017 at 5:00 p.m.** to: **tanya.delira@co.hidalgo.tx.us** Responses to said inquiries will be sent to all applicants via facsimile or email by no later than: **Wednesday, April 05, 2017 at 5:00 P.M.**

EXHIBIT "A-1"

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS"
BID NO.: 2017-052-04-12-TDL

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. If additional space is required a second sheet is provided.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED

EXHIBIT "A-1 "

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS MATERIAL"
BID NO.: 2017-052-04-12-TDL

Supplemental Hauling Data Sheet
DRIVER'S INFORMATION

COPIES OF CURRENT CERTIFIED DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUBMITTED WITH THIS BID.

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS"
BID NO: 2017-052-04-12-TDL
BID PAGE

Part I. Award will be based on low bid per cubic yard per mile radius meeting all requirements.

Radius	Total Cost Per Cubic Yard	Fuel Cost Percentage Per Cubic Yard	Current/Base Fuel Cost
Sample:	**$ 3.00**	**25%**	**.75**
01-10 Miles			
11-20 Miles			
21-30 Miles			
31-40 Miles			
41-50 Miles			
51-60 Miles			
61-70 Miles			

Internal Use Only: Commodity Code- 962-39

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 1

If at the time of bid opening South Texas is experiencing historic high fuel prices, then Hidalgo County 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 07, 2017 for each 10% (increase or decrease) in the OPIS Index of APRIL 07, 2017 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County 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 is the index issued of 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 Bidder Date

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR & BEEPER NO.'S: _____

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.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH 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					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. 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

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 "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR BIDS
HAULING SERVICES OF MILLINGS
RFB No.: 2017-052-04-12-TDL

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" – Project and Insurance Acknowledgement forms

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) (see number 2 of Legal Notice).

EXHIBIT "B"
VENDOR'S
BID

OPENED
9:17 4-12-17

Witnessed

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS"
BID NO: 2017-052-04-12-TDL
BID PAGE

Part I. Award will be based on low bid per cubic yard per mile radius meeting all requirements.

Radius	Total Cost Per Cubic Yard	Fuel Cost Percentage Per Cubic Yard	Current/Base Fuel Cost
Sample:	**$ 3.00**	**25%**	**.75**
01-10 Miles	4.00	40%	1.60
11-20 Miles	4.40	40%	1.76
21-30 Miles	6.00	40%	2.40
31-40 Miles	7.90	40%	3.16
41-50 Miles	8.80	40%	3.52
51-60 Miles	9.00	40%	3.60
61-70 Miles	10.50	40%	4.20

Internal Use Only: Commodity Code- 962-39

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 1

If at the time of bid opening South Texas is experiencing historic high fuel prices, then Hidalgo County 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 07, 2017 for each 10% (increase or decrease) in the OPIS Index of APRIL 07, 2017 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County 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 is the index issued of 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.

Juan M. Chavez — Signature of Bidder

4-10-17 — Date

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: Benchmark Utility Contractors, Inc. DBA Center Trucking.

ADDRESS: 24710 Staffordshire

CITY/STATE/ZIP CODE: San Antonio TX 78257

PHONE & FAX NO.'S: 956-363-8111 / 210-648-3699

CELLULAR & BEEPER NO.'S: 956-363-8111

AUTHORIZED SIGNATURE: Juan M. Chavez

PRINTED NAME: Juan M. Chavez

TITLE Vice-President

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2017

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 #
INSURER A: MESA SPECIALTY UNDERWRITERS INS CO.	36838
INSURER B: LIBERTY MUTUAL	12696
INSURER C: TEXAS MUTUAL INS. CO.	22945
INSURER D: Travelers	16535
INSURER E:	

INSURED
BENCHMARK UTILITY CONTRACTORS, INC.
DBA: CENTEX TRUCKING
24165 W INTERSTATE 10 #217-610
SAN ANTONIO TX 78257-

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	MP0042031000233	03/15/2017	03/15/2018	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	BAS1857185297	04/01/2017	04/01/2018	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? (Mandatory in NH) Y/N: Y 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
D		OTHER EQUIPMENT	QT 660 2F257566	04/01/2017	04/01/2018	SCHEDULED RENTED DEDUCTIBLE	984,595 100,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

HIDALGO COUNTY PRECINCT NO.1
"HAULING SERVICES FOR MILLINGS"
BID NO.: 2017-0S2-04-12-TDL

SEE ENCLOSED LIST OF INSURED UNITS

AI 104047

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S. HIGHWAY BUS 281
EDINBURG TX 78539-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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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Fax: (956)383-0809

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2017

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.

INSURED
BENCHMARK UTILITY CONTRACTORS, INC.
24165 W INTERSTATE 10 #217-610
SAN ANTONIO TX 78257-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: MESA SPECIALTY UNDERWRITERS INS CO.	36838
INSURER B: LIBERTY MUTUAL	12696
INSURER C: TEXAS MUTUAL INS. CO.	22945
INSURER D: TRAVELERS	16535
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	MP0042031000233	03/15/2017	03/15/2018	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	BAS1857185297	04/01/2017	04/01/2018	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	$ $ $
A		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	EZXS1010264	04/03/2017	03/15/2018	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under SPECIAL PROVISIONS below	SBP0001304584-2017	04/07/2017	04/07/2018	[X] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D		OTHER EQUIPMENT	QT 660 2F257566	04/01/2017	04/01/2018	SCHEDULED RENTED DEDUCTIBLE	984,595 100,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
HIDALGO COUNTY PRECINCT NO.1
"HAULING SERVICES FOR MILLINGS"
BID NO.: 2017-0S2-04-12-TDL

SEE ENCLOSED LIST OF INSURED UNITS

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 10 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

Fax: (956)383-0809
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COMMERCIAL AUTOMOBILE COVERAGE

Named Insured: Benchmark Utility Contractors Inc.
Company Name: Liberty Mutual
Policy Term: 03/02/2017 to 03/02/2018

Limits	Coverage Description
$1,000,000	Combined Single Limit-Bodily Injury & Property Damage
$1,000,000	Uninsured Motorists / Underinsured Motorist
$ 2,500	PIP

COMMERCIAL AUTOMOBILE SCHEDULE

VEH #	YEAR	VEHICLE MAKE/MODEL SERIAL NUMBER	LIAB	PIP	UM	UIM	COMP DEDUCTIBLE	COLLISION DEDUCTIBLE
01	2012	INTERNATIONAL PROSTAR VIN #3HSDJSJR6CN093696	X	X	X		$ 1,000	$ 1,000
02	2005	FREIGHTLINER CL120 VIN #1FUJA6CK45LN63245	X	X	X		$1,000	$1,000
03	2006	FORD F750SD VIN #3FRNX75G66V231097	X	X	X		$ 1,000	$ 1,000
04	2008	GMC/CHEVY C24 HD VIN #1GBHC24K08E185381	X	X	X		$ 1,000	$ 1,000
05	2016	DODGE 3500 VIN #3C7WRTCL4GG243052	X	X	X		$1,000	$1,000
06	2010	DODGE 1500 VIN #3D7JV1ET7AG116149	X	X	X			
07	2008	LEDWELL EQUIPMENT TRAILER VON #1L9GA72A08L033658	X	X	X		$1,000	$1,000
08	2000	TALBERT LOWBOY TRAILER VIN #40FW05131Y1018977	X	X	X		$1,000	$1,000
09	1999	VOLVO ACL64BT VIN #4VGSDBRH7XN519441	X	X	X			
10	2012	FORD F350 VIN #1FT8W3DT7CEA49873	X	X	X		$1,000	$1,000
11	2014	FORD F150 VN #1FTEW1CM3EKE06388	X	X	X		$1,000	$1,000
12	2011	FORD F150 VIN #1FTNF1CF6BKD30842	X	X	X		$1,000	$1,000
13	2007	FORD F550SD VIN #1FDAF56P47EB28654	X	X	X		$1,000	$1,000
14	2012	FREIGHTLINER CASCADIA VIN #1FUJGEDV2CLBB5440	X	X	X		$1,000	$1,000
15	2012	FREIGHTLINER CASCADIA VIN #1FUJGEDV2CLBB5437	X	X	X		$1,000	$1,000
16	2014	FORD F150 VIN #1FTMF1CM5EKG46506	X	X	X		$1,000	$1,000

17	2016	DODGE 2500 CIN #3C6TR4HT5GG277278	X	X	X		$1,000	$1,000
18	2016	DODGE 2500 VIN #3C6TR4HT1GG277276	X	X	X		$1,000	$1,000
19	2016	DODGE 2500 VIN # 3C6TR4HT3GG277277	X	X	X		$1,000	$1,000
20	2011	INTERNATIONAL 8600 VIN #1HSHXSJR9BJ343174	X	X	X		$1,000	$1,000

Insurance Requirement Acknowledgment

I, Juan M. Chavez, authorized representative for Benchmark Utility dba CenTex Trucking
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.

Juan M. Chavez
Authorized Representative

4-10-17
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

CERTIFICATE OF INTERESTED PARTIES

RECEIVED
APR 21 2017
By

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:
2017-195973

Date Filed:
04/20/2017

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.
2017-052-04-12-TDL
HAULING SERVICES FOR MILLINGS

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.

NORA A. TORRES
Notary Public, State of Texas
My Commission Expires
August 29, 2018

Juan M. Chavez
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Juan M. Chavez, this the 20th day of April, 2017, 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
Nora A Torres	Nora A. Torres	Notary

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:
2017-195973

Date Filed:
04/20/2017

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04/21/2017

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.

2017-052-04-12-TDL
HAULING SERVICES FOR MILLINGS

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

AI-59629 **Purchasing Department** **26. C. 1.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of ***Supplemental Agreement #1 to WA 3*** for "***Additional Services***" with an "***increase***" of ***($ 41,270.00)*** *revising the estimated total cost to* ***($ 89,360.00)*** as submitted by project engineer, **Halff Associates, Inc**., under (on call) Professional Services Agreement# C-16-188-05-10 for "Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings" (on an as needed basis) for: "job specific" Project: ***["MILO PONCE PARK***"] in ***Precinct 4.***

BACKGROUND

SA1-WA3- C-16-188-05-10 - Halff Associates Inc. (Milo Ponce Park)
Sub-Notice from Halff

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-452-00-124-009-0-334

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

BUDGETARY IMPACT:

Funds pending approval of AI#59549 on CC 05/02/2017

Attachments

SA1-WA3-Halff Assoc(Milo Ponce Park) Pct 4
Sub Notice-Halff (Megamorphosis) Milo Ponce Park
email request by Pct 4
1295

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Darlene Betancourt	04/28/2017 04:25 PM
Budget & Management	Veronica Ortiz	04/28/2017 04:30 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Letty Saenz		Started On: 04/28/2017 11:48 AM
Final Approval Date: 04/28/2017		

EXHIBIT "F"

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. 1 to WORK AUTHORIZATION No. 3

C-16-188-05-10

TO MAIN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES for "**Facility Improvements for J.R. "Milo" Ponce Memorial Park Located at 3516 E FM 2812 in Edinburg, TX.** "

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 **HALFF ASSOCIATES INC.,** Professional Engineers of, **McAllen**, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the **10th day** of **May, 2016** and **Work Authorization No. 3** on the **10th day** of **May, 2016,** concerning Engineering for: **Facility Improvements for J.R. "Milo" Ponce Memorial Park** (Hereinafter referred to as the "Project"); and,

WHEREAS, Article **2.1** of the Agreement, Scopes of Work and Part I. of ***Work Authorization No. 3***, Scopes of Work establishes the Scopes of Work for ***Work Authorization No. 3***; and,

WHEREAS, it has become necessary to amend the contract to provide **Additional Services for Owner requested Modifications to J.R. "Milo" Ponce Memorial Park.**

The following is additional work needed:

1. Additional Engineering Services	**$ 26,770.00**
a. Additional Services Sub-Contract: Megamorphosis	**$ 10,000.00**
b. Additional Services Sub-Contract: Chanin Engineering	**$ 3,500.00**
c. Reimbursable Expenses	**$ 1,000.00**
	$ 41,270.00

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree

that said ***Work Authorization No. 3*** of the Agreement is amended as follows:

I. Part of Work Authorization No. 3; Scopes of Work is revised to provide **Additional Services for Owner requested Modifications to J.R. "Milo" Ponce Memorial Park.**

The following is additional work needed:

1. Additional Engineering Services	**$ 26,770.00**
a. Additional Services Sub-Contract: Megamorphosis	**$ 10,000.00**
b. Additional Services Sub-Contract: Chanin Engineering	**$ 3,500.00**
c. Reimbursable Expenses	**$ 1,000.00**
	$ 41,270.00

II. Part 2. of Work Authorization No. 3; Estimated Cost is to be paid as a lump sum based on Contract Rates established in Exhibit "D" of the Agreement. Refer to main agreement, Article 9, Additional Services.

NOW THEREFORE, Work Authorization No. 3 is increased by **$41,270.00** to a revised total of **$ 89,360.00.**

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 **2nd** day of **May , 2017**.

THE ENGINEER:
HALFF ASSOCIATES, INC.

BY: _____
Merton J. Murray, III, PE, LEED AP/ Vice President

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

- Exhibit "D" Lump Sum Cost Proposal
- Exhibit "C" Work Schedule

EXHIBIT C
-Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in **Article 7** of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

NTP:	**05/03/17**
Design:	**05/03/17 – 05/25/17**
Bid Phase:	**05/30/17 – 07/01/17**
Construction:	**07/01/17 – 10/31/17**

EXHIBIT D
Cost Proposal

Provide facility improvements for J.R. "Milo" Ponce Memorial Park.

Phase 1	
• **Facility Improvement Design**	**$32,195.00**
○ **Sub-Contract: Chanin Engineering**	**$3,250.00**
○ **Sub-Contract: Celso Gonzalez**	**$1,650.00**
	$37,095.00
Phase 2	
• **Bid Phase Services**	**$3,280.00**
Phase 3	
• **Construction Phase Services**	**$7,715.00**
Supplemental Agreement No. 1	
• **Additional Engineering Services**	**$26,770.00**
○ **Additional Service Sub-Contract: Megamorphosis**	$10,000.00
○ **Additional Service Sub-Contract: Chanin Engineering**	$ 3,500.00
	$13,500.00
○ **Reimbursable Expenses**	**$ 1,000.00**
Supplemental Agreement No. 1 Total	**$41,270.00**
Project Total:	**$89,360.00**

Halff Associates, Inc.
Fee Schedule-J.R. "Milo" Ponce Park Improvements
HIDALGO COUNTY 2016 On-Call Contract No: C16-188-05-10, Supplement # 1

	Project Manager	PE	EIT	Designer	Contract Admin	CAD Tech	Clerical	2-Man Survey Crew	Sub-Consultant	TOTAL (HOURS)	TOTAL ($)
Contracted Rate:	**$215**	**$170**	**$130**	**$85**	**$95**	**$65**	**$60**	**$155**			
Supplemental No. 1											
Design of Proposed Parking Facility	4	4	8	24		16	16			72	$6,620.00
Grading of Proposed Soccer Fields	2	2	8			12	8			32	$3,070.00
Landscape Architectural and Irrigation Design	2	4	8	16		24	8			62	$5,550.00
Hardscape Design around Proposed Restroom		4	8	4		4				20	$2,320.00
Water/Wastewater Design	2	2	8			12	8			32	$3,070.00
Mechanical / Plumbing Design for Proposed Restroom Building	2	2	8			12	8			32	$3,070.00
Electrical Design for Proposed Restroom Building	2	2	8			12	8			32	$3,070.00
											$26,770.00
Sub-Contract Megamorphosis, Architectural Services for Restroom Building									$10,000		$10,000.00
Sub-Contract Chanin Eng: Structural Design for Restroom Building									$3,500		$3,500.00
											$13,500.00
Reimbursables											$1,000.00
											$1,000.00
TOTAL HOURS (PRIME CONSULTANT)	**14**	**20**	**56**	**44**	**0**	**92**	**56**	**0**	**0**	**282**	
TOTAL EXPENSES									**$13,500**		
TOTAL LABOR PLUS EXPENSES	**$3,010**	**$3,400**	**$7,280**	**$3,740**	**$0**	**$5,980**	**$3,360**	**$0**	**$13,500**		**$41,270.00**

HALFF

Hon. Joseph Palacios
Attn: Maria Lucio, CPM, Executive Assistant
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, TX 78542

RE: Subcontracting Notice for Facility Improvements for J.R. "Milo" Ponce Memorial Park Located at 3516 E FM 2812 in Edinburg, TX
C-16-188-05-10

Dear Commissioner Palacios:

We would like to inform you of the subcontractor that we will be using on the Facility Improvements for J.R. "Milo" Ponce Memorial Park – Work Authorization No. 3. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. These subcontractors will be providing Architectural Services for the above referenced project.

Subcontractor:

Ms. Meg Jorn, AIA
Megamorphosis Architecture
324 West Van Buren
Harlingen, TX 78550
Phone: (956) 428-1779

Should you have any questions, please feel free t give me a call at (956) 664-0286.

Sincerely,
HALFF ASSOCIATES, INC.

Menton J. Murray, III, PE, LEED AP
Vice President / Project Manager

HALFF ASSOCIATES, INC.
5000 WEST MILITARY HIGHWAY, SUITE 100
McALLEN, TX 78503-7446
TEL (956) 664-0286
FAX (956) 664-0282
WWW.HALFF.COM

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:
2017-198537

Date Filed:
04/26/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Megamorphosis, Inc
Harlingen, 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 4

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.
C-16-188-05-10
Professional Architectural Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pearcy, John	Harlingen, TX United States	X	
Jorn, Margaret	Harlingen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MARIA DE LA LUZ LOPEZ
Notary Public, State of Texas
Comm. Expires 06-01-2019
Notary ID 12548424-2

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Margaret JORN, this the 26 day of April, 20 17, to certify which, witness my hand and seal of office.

Maria De La Luz Lopez — Signature of officer administering oath
Maria de la luz Lopez — Printed name of officer administering oath
Notary Public — Title of officer administering oath

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/17

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

Greer Insurance Agency
1271 N. Stuart Place Road
Harlingen, TX 78552
Phone (956) 425-7776 Fax (956) 425-7778

CONTACT NAME:
PHONE (A/C, No, Ext): (956)425-7776 FAX (A/C, No): (956)425-7778
E-MAIL ADDRESS: lisa@greerins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Starr Indemnity & Liability Co	38318
INSURER B :	Starr Indemnity & Liability Co	38318
INSURER C :	Texas Mutual Insurance Company	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Megamorphosis, Inc.
324 W. Van Buren
Harlingen, TX 78550- 956

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC	n	n	1000359183161	04/21/2017	04/21/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000.00 $ 300,000.00 $ 10,000.00 $ 2,000,000.00 $ 4,000,000.00 $ 4,000,000.00
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS ☐ ☐			1000359183161	04/21/2017	04/21/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000.00 $ $ $
C	☑ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			1000151123161	04/21/2017	04/21/2018	EACH OCCURRENCE AGGREGATE	$ 5,000,000.00 $ 5,000,000.00
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	y	SBP-0001302803	04/04/2017	04/04/2018	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	 $ 500,000.00 $ 500,000.00 $ 500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County, Precinct 4 listed as an Additional Insured on General Liability

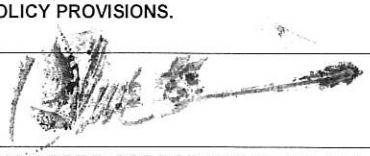
CERTIFICATE HOLDER

Hidalgo County, Precinct 4
3516 E FM 2812
Edinburg, TX 78542

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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Zimbra **leticia.saenz@co.hidalgo.tx.us**

Fwd: J.R. "Milo" Ponce Memorial Park Supplemental Agreement No 1 to WA#3 C-16-188-05-10

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Fri, Apr 28, 2017 10:57 AM

Subject : Fwd: J.R. "Milo" Ponce Memorial Park Supplemental Agreement No 1 to WA#3 C-16-188-05-10 4 attachments

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Joseph Palacios <joseph.palacios@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, steven cruz <steven.cruz@co.hidalgo.tx.us>, Nick Perez <nick.perez@co.hidalgo.tx.us>, Lizbeth Gonzalez <lizbeth.gonzalez@co.hidalgo.tx.us>

Good Morning Letty,
The Precinct would like to request the following supplemental be placed on agenda. (See all required attachments)
We received all documents yesterday and have reviewed and would like to proceed so that there is no delay on this project.
The account that you can reference will be the following: 7-1100-452-00-124-009-0-334 (See attached email)

Commissioner has asked that we ensure this be on, please let me know if you have any questions.
Thank you, have a great day!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Courtney Villarreal" <cVillarreal@Halff.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Miles Bullion" <mBullion@Halff.com>
Cc: "Trey Murray" <TMurray@Halff.com>, "steven cruz" <steven.cruz@co.hidalgo.tx.us>, "Lizbeth Gonzalez" <lizbeth.gonzalez@co.hidalgo.tx.us>, "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Thursday, April 27, 2017 4:35:22 PM
Subject: RE: J.R. "Milo" Ponce Memorial Park Supplemental Agreement No 1 to WA#3 C-16-188-05-10

Ms. Lucio:

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:
2017-200828

Date Filed:
05/01/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
McAllen, 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 No. 4

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.
C-16-188-05-10
Supplemental Agreement No. 1 / Work Authorization No. 3 for additional Professional Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Tanskley, Dan	Richardson, TX United States	X	
Skipwith , Walter	Richardson, TX United States	X	
Murray, Menton	McAllen, TX United States	X	
Plugge, Roman	Richardson, TX United States	X	
Bargainer, Tim	Austin, TX United States	X	
Moya, Mike	Austin, TX United States	X	
Kunz, Pat	Richardson, TX United States	X	
Kuhn, Greg	Richardson, TX United States	X	
Killen, Russell	Richardson, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Craig, Matthew	Richardson, TX United States	X	
Adams, Bobby	Houston, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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C-16-188-05-10
Supplemental Agreement No. 1 / Work Authorization No. 3 for additional Professional 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. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

COURTNEY M VILLARREAL NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-04-2018

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said MENTON J. MURRAY, this the 15 day of MAY, 20 17, to certify which, witness my hand and seal of office.

Courtney M. Villarreal — COURTNEY M. VILLARREAL — NOTARY

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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Halff Associates, Inc.
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Hidalgo County Precinct No. 4

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C-16-188-05-10
Supplemental Agreement No. 1 / Work Authorization No. 3 for additional Professional Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Tanskley, Dan	Richardson, TX United States	X	
Skipwith , Walter	Richardson, TX United States	X	
Murray, Menton	McAllen, TX United States	X	
Plugge, Roman	Richardson, TX United States	X	
Bargainer, Tim	Austin, TX United States	X	
Moya, Mike	Austin, TX United States	X	
Kunz, Pat	Richardson, TX United States	X	
Kuhn, Greg	Richardson, TX United States	X	
Killen, Russell	Richardson, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Craig, Matthew	Richardson, TX United States	X	
Adams, Bobby	Houston, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
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Hidalgo County Precinct No. 4

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C-16-188-05-10
Supplemental Agreement No. 1 / Work Authorization No. 3 for additional Professional 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. ☐

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

AI-59526 **Purchasing Department** **26. C. 2.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

As directed by Precinct 4, requesting rescission of action taken by CC on 03/21/17 for Regular agenda #23.D.1. items A,B, & C (AI-59044), Selection/Ranking and Authority to Negotiate with the #1 firm selected, Quintanilla, Headley & Associates, Inc.for the provisions of (job specific) project: "engineering services" for: "Expansion of Mile 22.5 North Road ".

BACKGROUND

CC minutes 03/21/17

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact no an issue as this is a rescission of a potential expenditure.

Attachments

CC mins 03/21/17-Ranking/Selection - QHA -Pct 4

email request-Pct 4 (Rescind) QHA

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/25/2017 11:31 AM
Budget & Management	Veronica Ortiz	04/25/2017 11:44 AM
Merlen P. Munoz	Merlen P. Munoz	04/27/2017 11:32 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Letty Saenz		Started On: 04/24/2017 12:28 PM
Final Approval Date: 04/28/2017		

SPECIAL MEETING - March 21, 2017

BE IT REMEMBERED, that on this 21st day of March A.D., 2017, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE DAVID FUENTES	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
March 21, 2017
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

All members of the court were in attendance.

2. **Pledge of Allegiance**

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

3. **Prayer**

Virginia Townsend led the courtroom in Prayer.

Court proceeded to Item.21.A.

4. **Approval of Consent Agenda**

Court moved to approve the Consent Agenda with the exception of Item.5.E. to be pulled for discussion.

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

A. **AI-59000** Resolution in Support of Big Brothers Big Sisters of South Texas

Commissioner Fuentes stepped away from the meeting.

Commissioners Court recognized the importance and benefits of the program in the community.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

Commissioner Fuentes joined the meeting.

Big Brothers Big Sisters of South Texas Board President Bobby Palacios thanked the court for the acknowledgment.

B. **AI-58999** Proclamation declaring March 2017 as Intellectual and Developmental Disabilities Awareness Month

Tropical Texas Behavior Health members thanked the court for the acknowledgement.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

C. **AI-59043** Update on Texas A&M McAllen Campus

Bobby Villarreal informed that utilities leading to the facility have been completed. Accordingly, they expect completion fall of 2018. They'll be having an open house with prospective students for questions and answers.

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

3. **AI-58919** Pct 3 Parks (1100):
a. Approval to undesignate the amount of $279,375.11 in the year 2017 for expenditures related to insurance proceeds received for the damages sustained during the May 2016 weather event.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

b. Approval of 2017 appropriation of funds in the amount of $279,375.11 to fund anticipated repairs/purchases needed for the Anzalduas Park.

Judge Garcia joined the meeting.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

A. **Hidalgo County**

1. **AI-58992** A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (7) & (A) an item that can only be obtained from one source;

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously
B. Requesting approval of a "Sole Source Declaration" for SCI Technologies, Inc. d/b/a SkyCop, Inc. for the purchase [through the requisition/PO protocol] of a SkyCop Mobile Surveillance Unit [equipment and related items/services] for all Hidalgo County Elected Offices [commencing with the Sheriff's Office], Departments, Programs and/or Agencies (all funding sources) with the declaration to remain in effect unless otherwise revokes by Hidalgo County Commissioners' Court including compliance with HB23 and/or HB1295 when and if applicable.

Commissioner Flores stepped away from the meeting.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

B. **Pct. 1**

1. **AI-58499** A. Acceptance and approval of the following listed construction contract documents as awarded by Commissioners' Court on December 13, 2016 (AI#57719) for the following HC Pct. #1- Paving and Drainage Improvements Projects:

Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Indian Hills Subdivision	2016-399-12-07	IOC Company	$1,280,979.70

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

B. Pursuant to TXLGC 262.031 and in the interest of expediting a Project's progress, requesting authority/approval for the Precinct Commissioner or designee: David Suarez, Chief Administrator to execute change orders that involve Increasing or decreasing in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits. The original contract price may not be decreased

D. Pct. 4

1. **AI-59044** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a professional service;

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

B. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of Engineering Firms for the provision of "professional engineering services" for *Project: Expansion of the Mile 22.5 Road located within Hidalgo County Precinct No. 4;*

ENGINEERING FIRMS:

Totals	Quintanilla, Headly & Associates, Inc.	DBR Engineering Consultants, Inc.	Alpha Infrastructure Engineering, PLLC
Scores	97	95	94
Ranking	**1**	**2**	**3**

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

APPROVED

C. Authority for the Purchasing Department to negotiate a professional engineering services agreement for *Project: Expansion of the Mile 22.5 Road located within Hidalgo County Precinct No. 4*, commencing with the No.1 ranked firm **Quintanilla, Headly & Associates, Inc.** for Engineering Services.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

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

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

E. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of Engineering Firms for the provision of "professional engineering services" for *Project: Cesar Chavez Road (Owassa - Iowa) located within Hidalgo County Precinct 4;*

ENGINEERING FIRMS:

Totals	Strada Engineering and Consulting, LLC	Doucet & Associates, Inc.	Fulcrum Consulting Services
Scores	98	95	92
Ranking	**1**	**2**	**3**

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 -Unanimously

F. Authority for the Purchasing Department to negotiate a professional engineering services agreement for *Project: Cesar Chavez Road (Owassa - Iowa) located within Hidalgo County Precinct 4*, commencing with the No.1 ranked firm **Strada Engineering and Consulting, LLC.** for Engineering Services.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 -Unanimously

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Re: Pct. No.4 - Mile 22 1/2 North Road Extension

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Fri, Apr 21, 2017 08:24 PM

Subject : Re: Pct. No.4 - Mile 22 1/2 North Road Extension 1 attachment

To : leticia saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>, nick perez <nick.perez@co.hidalgo.tx.us>, Lizbeth Gonzalez <lizbeth.gonzalez@co.hidalgo.tx.us>, Merlen Muñoz <merlen.munoz@co.hidalgo.tx.us>

Good Evening Letty,
Please be advised that we will be rescinding action taken on the selection of Quintanilla, Headley & Associates, Inc.
We were recently informed by our Road and Bridge Director that plans for this project already exist, therefore we will not be proceeding with this contract.

Should you any questions please let me know, thank you.
Have a great weekend!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Merlen Muñoz" <merlen.munoz@co.hidalgo.tx.us>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>, "nick perez" <nick.perez@co.hidalgo.tx.us>, "Lizbeth Gonzalez" <lizbeth.gonzalez@co.hidalgo.tx.us>, "leticia saenz" <leticia.saenz@co.hidalgo.tx.us>, "Nereyda Gonzalez" <nereyda.gonzalez@auditor.co.hidalgo.tx.us>
Sent: Thursday, April 20, 2017 9:48:56 AM
Subject: Re: Pct. No.4 - Mile 22 1/2 North Road Extension

Good Morning Lulu,

AI-59497 **Purchasing Department** **26. C. 3.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Dina Trevino, 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 services";**

b. 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 **Professional Engineering Services** for: **"On Call" "Buildings Repairs, Renovations, Alterations, Additions** and/or **Other related Services to County Owned Buildings"** for projects located within **Hidalgo County Precinct No. 4;**

ENGINEERING FIRMS:

Firm	**HALFF & ASSOCIATES, INC.**	**CRUZ HOGAN CONSULTANTS, INC.**	**DOUCET & ASSOCIATES**
Score	97	95	93
Ranked			

c. Authority for the Purchasing Department to negotiate a Professional Services Agreement for the purposes of an **(*ON CALL*)- Engineering Services** for: **"Buildings Repairs, Renovations, Alterations, Additions and/or Other related Services to County Owned Buildings"** for projects located within **Hidalgo County Precinct 4,** with the No. 1 ranked firm _____ .

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

e. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of **Appraisal Firms** in connection to **"*Professional Appraisal SERVICES*"** for: ***"MULTIPLE"*** **(*ON CALL*) Appraisal Services Agreements** for projects located within **Hidalgo County Precinct No. 4;**

APPRAISAL FIRMS:

Firm	**LEONEL GARZA JR. & ASSOCIATES, INC.**	**THE REAL ESTATE CENTER**	**SOUTHMOST APPRAISAL & COURT WITNESS**

Score	98	94	90
Ranked			

Firm	**APPRAISAL HAUS**	**THE REAL ESTATE CENTER**	**SOUTHMOST APPRAISAL & COURT WITNESS**
Score	98	94	90
Ranked			

f. Authority for the Purchasing Department to negotiate ***"multiple"*** Professional Services Agreement (s) for the purposes of **"On Call"-Appraisal Services** for projects located within **Hidalgo County Precinct 4**, with the (multiple) ranked firms:
_____ & _____.

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

h. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Appraisal Firms in connection to Professional Appraisal Services for an: (**On Call) Appraisal Review Services** for projects located within **Hidalgo County Precinct No. 4;**

APPRAISAL REVIEW FIRMS:

Firms	**PROFESSIONAL APPRAISAL SERVICES, INC.**	**THE REAL ESTATE CENTER**	**SOUTHMOST APPRAISAL & COURT WITNESS**
Scores	98	94	90
Ranking			

i. Authority for the Purchasing Department to negotiate a Professional Services Agreement for the purposes of (**On Call) "Appraisal REVIEW Services"** for projects located within **Hidalgo County Precinct 4,** with the No. 1 ranked firm _____ .

BACKGROUND

GRID-ENGINEERING SERVICES
GRID-APPRAISAL SERVICES
GRID-APPRAISAL REVIEW SERVICES
MEMO REQUEST BY PCT 4

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

*Budget Impact:
Funding source to be identified as needed on a (per project basis) under a Work Authorization Form for the Engineering Services Agreement and through a "Purchase Order" for every Appraisal and/or Appraisal Review Services (on an as needed basis).

Attachments

GRID-ENGINEERING SERVICES-PCT 4
GRID-APPRAISAL SVCS-PCT 4
GRID-APPRAISAL SVCS-PCT 4
GRID-APPRAISAL REVIEW SVCS-PCT 4
email request by Pct 4
CIS-Pct 4
CIQ
CIS

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/26/2017 11:26 AM
Budget & Management	Veronica Ortiz	04/26/2017 01:25 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Letty Saenz		Started On: 04/20/2017 11:53 AM
Final Approval Date: 04/28/2017		

PROFESSIONAL ENGINEERING SERVICES

for

"ON CALL"

"Buildings Repairs, Renovations, Alterations, Additions and/or Other related Services to County Owned Buildings" located within

HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

Engineering Firms

Total Scores	HALFF ASSOCIATES, INC.	CRUZ HOGAN CONSULTANTS, INC.	DOUCET & ASSOCIATES
Evaluation	97	95	93
Ranking			

Scoring/Evaluation-completed by HC Precinct No. 4-Maria D. Lucio

PROFESSIONAL APPRAISAL SERVICES
for
"ON CALL"
"APPRAISAL SERVICES" within
HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

APPRAISAL FIRMS

Total Scores	LEONEL GARZA, JR. & ASSOICATES, LLC	THE REAL ESTATE CENTER	SOUTHMOST APPRAISAL & COURT WITNESS
Evaluation	98	94	90
Ranking			

Scoring/Evaluation-completed by HC Precinct No. 4-Maria D. Lucio

PROFESSIONAL APPRAISAL SERVICES
for
"ON CALL"
"APPRAISAL SERVICES" within
HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

APPRAISAL FIRMS

Total Scores	APPRAISAL HAUS	THE REAL ESTATE CENTER	SOUTHMOST APPRAISAL & COURT WITNESS
Evaluation	**98**	**94**	**90**
Ranking			

Scoring/Evaluation-completed by HC Precinct No. 4-Maria D. Lucio

PROFESSIONAL APPRAISAL SERVICES
for
"ON CALL"
"APPRAISAL REVIEW SERVICES" within
HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

APPRAISAL FIRMS

Total Scores	PROFESSIONAL APPRAISAL SERVICES	THE REAL ESTATE CENTER	SOUTHMOST APPRAISAL & COURT WITNESS
Evaluation	**98**	**94**	**90**
Ranking			

Scoring/Evaluation-completed by HC Precinct No. 4-Maria D. Lucio

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Re: 2017 Pool of P.E. & Appraisers

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Sun, Apr 23, 2017 10:39 PM

Subject : Re: 2017 Pool of P.E. & Appraisers 10 attachments

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Lizbeth Gonzalez <lizbeth.gonzalez@co.hidalgo.tx.us>, nick perez <nick.perez@co.hidalgo.tx.us>

Good Evening Letty,

I apologize for the delay I mean to send these on Thursday.
Please see attached, account information would be the same as last year with the exception of the Year.

We are also requesting two Appraisal Service Firms, due to the workload the Precinct will have this upcoming year and we would like to ensure a timely response on these projects.
Lastly, I am pending the conflict of interest sheets for each I will get these to you tomorrow, but there is no conflict with any of the firms graded by me.

Should you need anything else please let me know, thank you!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Tuesday, April 18, 2017 5:13:30 PM
Subject: 2017 Pool of P.E. & Appraisers

Here you go Girly...
Let me know which ones you'll be requesting for review and evaluation.

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Maria D. Lucio

Title/Position: Executive Assistant

Contract for Goods/Services: On call Appraisal Services

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Appraisal Haus
2. Leonel Garza Jr. & Associates
3. The Real Estate Center
4. Southmost Appraisal & Court Witness

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: 4.20.17

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Maria D. Lucio

Title/Position: Executive Assistant

Contract for Goods/Services: On Call Appraisal Review

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Southmost Appraisal & Court Witness
2. Professional Appraisal Services
3. The Real Estate Center
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: 4-20-17

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Maria D. Lucio

Title/Position: Executive Assistant

Contract for Goods/Services: On Call Engineer Bldg. Repairs & Renovations

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Olivet & Associates
2. Cruz Hogan Consultants, Inc.
3. Halff Associates, Inc.
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: 4-20-17

Doc-2685622

VG-120-2016-2685622

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2685622

Recorded On: February 16, 2016 11:23 AM

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: 2685622
Receipt No: 20160216000700
Recorded On: February 16, 2016 11:23 AM
Deputy Clerk: Elisa Castillo
Station: CH-1-CC-K15

Record and Return To:

Lorena C. Salazar
1314 Nyssa Ave
original returned to customer
McAllen TX 78501

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

KOFILE VANGUARD

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.**

George J. Salazar II d/b/a Appraisal Haus

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.**

Martha L. Salazar, Purchasing Agent
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

George J. Salazar II
Signature of vendor doing business with the governmental entity
JAIME SALAZAR

2/16/16
Date

KOFILE VANGUARD

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**

Martha L. Salazar

2 **Office Held**

Hidalgo County Purchasing Agent

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

George J. Salazar, II, dba, Appraisal Haus

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** No employment OR business relationship

Family Relationship Only: Son

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 N/A Description of Gift _____

Date Gift Accepted N/A Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

NOTARY PUBLIC STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

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.

Martha L Salazar
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Martha L. Salazar, this the 10th day of June, 20 16, to certify which, witness my hand and seal of office.

Nielda Cavazos	Nielda Cavazos	Notary
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath

AI-59459 **Purchasing Department** **26. C. 4.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of 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 No. 4 - "Hauling Services for Hot Mix" through project No.: 2017-056-04-12-FAZ and subject to HB 1295 when and if applicable.

BACKGROUND

1. 24 packets sent out;
2. 3 bids received;
3. Current contract expires on June 22, 2017
4. New contract will commence on June 23, 2017
5. Contract document was reviewed and approved as to form by Legal Counsel.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-007-0-721

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Precinct 4 $885.30 as of 4/19/2017

Attachments

Recommendation of Award Memo
Tabulation Sheet
Participating Log
HB 1295 Request Memo
Contract Agreement
Legal's Approval

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/19/2017 05:09 PM
Budget & Management	Veronica Ortiz	04/20/2017 08:55 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Matilde Faz Started On: 04/17/2017 04:39 PM
Final Approval Date: 04/28/2017

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. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Roman Rodriguez / Maria Lucio / Joe Ochoa

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: April 17, 2017

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No.: 2017-056-04-12-FAZ
HIDALGO COUNTY Precinct No. 4: "*HAULING SERVICES FOR HOT MIX*"

We have received three (3) 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 **Friday, April 21, 2017 @ 4:30 p.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. Roy's Hauling Service, Inc.	Lowest Bid
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 7-1200-431-00-124-007-0-721

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Lizbeth Gonzalez	Lizbeth Gonzalez	HC Precinct 4	4/17/17

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Precinct No. 4

DESCRIPTION OF BID: Hauling Services for Hot Mix

BID No.: 2017-056-04-12-FAZ | **BUYER: Maty Faz**

BID OPENING DATE: April 12, 2017 | **TIME: 9:30 A.M.**

Location of Plant Listed vendors are subject to be changed upon contract expiration:		PARTICIPATING VENDORS								
		Roy's Hauling Service, Inc. P. O. Box 1896 Edinburg, TX			Southern Star Transport, Ltd. P. O. Box 369 Elsa, TX			Benchmark Utility Contractors d/b/a Centex Trucking		
DESCRIPTION OF MATERIALS	**NAME OF PITS**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
HOT MIX-COLD LAID	**Frontera Materials Reavis Pit**	$10.25	75%	$7.68	$11.80	7%	$.85	$11.00	40%	$4.40
TYPE D HOT MIX ASPHALT	**Frontera Materials Reavis Pit**	$10.25	75%	$7.68	$12.20	7%	$.85	$11.00	40%	$4.40
TYPE D HOT MIX LIMESTONE	**Frontera Materials Reavis Pit**	$10.25	75%	$7.68	$12.20	7%	$.85	$11.00	40%	$4.40

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

DEPARTMENT/BID DESCRIPTION - ***HIDALGO COUNTY - (Precinct No. 4)***
"Hauling Services for Hot Mix"

BID OPENING DATE: April 12, 2017 | **BID OPENING TIME: 9:30 A.M**

BID No.: 2017-056-04-12-FAZ | **BUYER: Matilde "Maty" Faz**

NAME OF BIDDER: COMPANY/FIRM & EMAIL ADDRESS	BID REQUEST VIA*	STAFF ADDRESSING EMAILS OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE, FAX NO.s
1) Ygriega Construction Company, LLC Attn: Arnoldo A. Maldonado arnoldm@yconstruction.com No longer with company rsd@vtctexas.com	Email	Maty Faz	3/27/17	(956) 381-6989
2) Attn: Ernesto Orta figueroains@gmail.com	Email	Maty Faz	3/27/17	
3) Southern Star Transport Attn: J. Salinas Sales Director jsalinassst@aol.com	Email	Maty Faz	3/27/17	P. O. Box 369 Elsa, TX 78543 (956) 316-8989 (956) 263-3973 Cell (956) 244-4056
4) IOC Company, LLC Attn: Mr. Nicola Iuvome niuvome@ioccompany.com "Eloy Tello" etello@ioccompany.com Project Estimator	Email EMR	Maty Faz	3/27/17 4/6/17	9312 E. Curve Rd. Edinburg, TX 78542 Office (956) 380-2897 Fax (956) 380-4085 Mobile (956) 648-2394 Mr. Tello
5) Roy's Hauling Service, Inc. Attn: Roy Balderas Jr. / Kristina Balderas royshaulinginc@aol.com	Email	Maty Faz	3/27/17	P.O. Box 1896 Edinburg, TX 78540 Office (956) 383-2206 Fax (956) 383-2569 Mobile (956) 239-2359
6) Ortiz Dump Truck Services Attn: Arturo Ortiz Superslick4949@aol.com	Email	Maty Faz	3/27/17	906 Princeton Drive Mission, TX 78572 Cellular (956) 321-5015
7) Universal Truckers Inc. Attn: Bernardo Saenz Bernardosaenz95@yahoo.com	Email	Maty Faz	3/27/17	1052 Esperanza St. Alamo, TX 78516 Cellular (956) 650-0673
8) Prime Vendor, Inc. Attn: Kimberly Doumit Bids20@prime-vendor.com primevendor124@gmail.com	Email	Maty Faz	3/27/17	4622 Cedar Avenue Wilmington NC 28403 Tel: 800-746-9554
9) Tres Palacios Dirt, Sand & Gravel Attn: Michael Palacios evpharr@aol.com	Email	Maty Faz	3/27/17	1899 N. Cage Pharr, TX 78577 Office (956) 787-9920 Fax (956) 781-0533 Cell (956) 904-6558
10) International Materials Attn: Javier Garza internationalmats@att.net	Email	Maty Faz	3/27/17	3408 N. Conway Ave. Mission, TX 78574 Office (956) 240-1423 Fax (956) 584-3206
11) Trev-Cort Trucking, Inc. Attn: Candido Treviño or Lizbeth Guerra trevcort@gmail.com	Email	Maty Faz	3/27/17	P.O. BOX 476 Alamo, TX 78516 Office (956) 787-7878 Fax (956) 787-7868 Cell (956) 534-4695 Candido Cell (956) 793-2943 Lizbeth Guerra
12) R. Quintanilla Trucking Attn: Rquintanilla75@yahoo.com	Email	Maty Faz	3/27/17	3247 N. Sharp Rd Edinburg, TX 78541 (956) 343-6590
13) Superior Transport Attn: Superiortransport2013@gmail.com	Email	Maty Faz	3/27/17	7900 N. 4th Street McAllen, TX 78504 (956) 493-8686
14) Balde's Land Development Attn: Baldemar Balderas bb@balde.com	Email	Maty Faz	3/27/17	INCORRECT EMAIL does not exist
15) Cortez Trucking Attn: Iris Cortez tvsicortez@hotmail.com	Email	Maty Faz	3/27/17	Iris Cortez (956) 309-5104
16) Villa Trucking & Hauling Attn: Audrey Villa Audrey.villa@gmail.com	Email	Maty Faz	3/27/17	3400 E Walker Rd. Donna, TX 78537 Phone (956) 463-3171
17) TFR Enterprises, Inc. Attn: Tiffany Wilkes	Email	Maty Faz	3/27/17	601 Leander Drive Leander, TX 78641

tiffanyw@tfrinc.com www.tfrinc.com				Phone: (512) 260-3322 Ext. 200 Fax: (512) 528-1942 M: (512) 565-0710
18) GST Construction jgarzagst@yahoo.com not working	Email	Maty Faz	3/27/17	7337 E. Owassa Edinburg, TX 78539 (956) 739-1000
19) PJP Trucking Attn: Eddie Bbp.eddie@yahoo.com	Email	Maty Faz	3/27/17	2007 N. Ruby St Edinburg, TX. Office (956) 844-2063 Disconnected No.
20) Benchmark Utility Contractors, Inc. d/b/a/Centex Trucking Attn: Juan Chavez centextrucking@gmail.com	Email	Maty Faz	3/27/17	24710 Staffordshire San Antonio, TX78257 Cell (956) 363-8111 Fax (210) 648-3699
21) Frontera Materials Attn: Barry Ehlinger bmefrontera@aol.com	Email	Maty Faz	3/27/17	P.O. Box 1086 Weslaco, TX 78596 (956) 607-5965
22) Beard Logistics LLC Attn: Henry L. Beard Jr. henry.beard@landstarmail.com	EMR	Maty Faz	3/28/17	Phone: (225) 366-0169 Fax: 888-294-2851 http://www.beardlogistics.com
23) Niagara Consulting Dr. Brian Simbirski, MA, PhD Senior Consultant brian@niagaraconsulting.net niagaraconsulting.net	EMR	Maty Faz	4/3/17	p: +1 248 716 4614 f: +1 613 482 4574
24) Virtual Builders Exchange Karen Sesters "Karen Sesters" <karen@virtualbx.com>	EMR	MATY FAZ	4/3/17	4047 Naco Perrin, Suite 100 San Antonio, TX 78217 Ph: 210-564-6900, Ext. 126 Fax: 210-564-6902

***VIA: IN PERSON (IP) EMAIL REQUEST (EMR) TELEPHONE REQUEST (TR) BIDDER LIST MAIL OUT (BLM) FACSIMILE (FAX)**

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

April 17, 2017

Roy's Hauling Service, Inc.
Bidder's name
P. O. Box 1896
Address
Edinburg, TX 78540
City, State, Zip Code
Attn: Mr. Roy Balderas Jr. & Mrs. Kristina Balderas

Re: **Bid No: 2017-056-04-12-FAZ**
HIDALGO COUNTY – (Precinct No. 4)
Request for Bid - "Hauling Services for Hot Mix"

Dear Mr. Roy Balderas Jr.,

In order to process the award of bid/contract resulting from this bid, the County is required, as of January 1, 2016, to comply with Texas Government Code, §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. In accordance with these requirements for the type of contract being considered, a 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 order for County staff to process the above referenced bid, you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide the Bid No.: **2017-056** shown above. 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 by the deadline stated below.

The signed notarized Form 1295 must be received in our office completed via fax to (956) 292-7612 or via email to: matilde.faz@co.hidalgo.tx.us by no later than Wednesday, April 19, 2017 at 10:00 A.M. **Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to submit Form 1295, at the time, will delay the inspection dates.**

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/faz
Enclosures

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-056-05-02

THIS CONTRACT is made and entered into this **2ND** day of **MAY, 2017** by and between the **County of Hidalgo, Texas** ("County") and **ROY'S HAULING SERVICE, INC.** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for **"HAULING SERVICES for HOT MIX" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed bid to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto, a copy of such sealed bid is attached hereto as Exhibit "B" and is incorporated herein for all purposes; and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within

Hidalgo County following a request for Services by the **Hidalgo County Precinct No. 4**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **JUNE 23, 2017** and expiring on **JUNE 22, 2018,** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed 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
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Company: **Roy's Hauling Service, Inc.**
Attn: Kristina Balderas, Corporate Manager
P.O. Box 1896
Edinburg, Texas 78540

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____day of _____, 2017.

Approved by Commissioner's Court: _____, 2017.

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

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:
ROY'S HAULING SERVICE, INC.

By:_____

Printed Name: Kristina Balderas

Title: Corporate Manager

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

March 27, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY - (Precinct No. 4)**
Request for Bids -"***HAULING SERVICES FOR HOT MIX***"
RFB Bid No.: 2017-056-04-12-FAZ

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626 x 4854.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/faz
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

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REQUEST FOR BIDS (RFB)
HIDALGO COUNTY - (Precinct No. 4)
"*HAULING SERVICES FOR HOT MIX*"
RFB No.: 2017-056-04-12-FAZ

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2.	Request for Bid, Legal Notice	8
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4.	Exhibit B, Bid Page	4
5.	Exhibit C, Insurance Requirements	4
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7.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
8.	Exhibit F, Certification Regarding Debarment	1
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The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

3/27/17

Date

Revised 09/13/16

REQUEST FOR BIDS

HIDALGO COUNTY (Precinct No. 4)
"*HAULING SERVICES FOR HOT MIX*"

BID OPENING DATE

APRIL 12, 2017

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY - (Precinct No. 4) - "*HAULING SERVICES FOR HOT MIX*"** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed 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.: 2017-056-04-12-FAZ "HIDALGO COUNTY - (Precinct No. 4) – "*HAULING SERVICES FOR HOT MIX*"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, APRIL 12, 2017. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.: 2017-056-04-12-FAZ HIDALGO COUNTY - (Precinct No. 4) – "*HAULING SERVICES FOR HOT MIX*"** 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.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

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; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, and life cycle, warranties, and customer service after a sale.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - "HIDALGO COUNTY (Precinct No. 4) - RFB No.: 2017-056-04-12-FAZ "***HAULING SERVICES FOR HOT MIX***"
    Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - e) Contract number must be indicated on all invoices
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	APRIL 12, 2017
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____, 2017

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. Register at SAMs System for Award Management @ www.sam.gov.

. 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. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. 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.

21. 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 E, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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.

22. 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. (2017-056) 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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. 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.

32. 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.

LEGAL NOTICE

Bid

For

HIDALGO COUNTY (Precinct No. 4)

"HAULING SERVICES FOR HOT MIX"

BID No.: 2017-056-04-12-FAZ

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - 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"
SPECIFICATIONS / REQUIREMENTS
HIDALGO COUNTY - Precinct No. 4
"HAULING SERVICES FOR HOT MIX"
Bid No.: 2017-056-04-12-FAZ

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of hauling and delivery of Hot Mix material from awarded vendor pits identified herein to sites situated and located within Hidalgo County. All hauling services will be on an "**As Needed Basis"** as requested by Precinct No. 4. The County reserves the right to utilize its own trucks and drivers at the discretion of Precinct No. 4; throughout the duration of the contract.

Specifications/Requirements:

The specifications/requirements goods contract will encompass hauling of all road materials from awarded vendor pits identified herein to sites situated and located within Hidalgo County, in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

1. All hauling and delivery of road material will be on an "**As Needed Basis**" only. There is no guaranteed volume.

2. Road material will be hauled from awarded vendor's "pit" locations.

3. Hidalgo County Precinct No. 4 is requesting a minimum of seven (7) hauling tandem trucks with trailers with five (5) trucks/trailers to be vendor owned.

4. The bidder must provide proof of ownership (copy of titles) and must furnish proof of possessing all necessary licenses and hauling permits.

5. Attached you will find a request for Truck and driver information in **EXHIBIT "B", ATTACHMENTS B-1 & B-2**, Copies of the mentioned documentations must be submitted with your bid packet.

6. Trucks should be available at the discretion of Precinct No. 4 and will be on an "**As Needed Basis**".

7. Trucks must have a capacity of carrying a minimum of fifteen (15) tons per load & a maximum of twenty-two (22) tons per load.

8. The successful bidder agrees to abide by all applicable state laws, regulations and be in compliance with all OSHA and TXDOT regulations and requirements.

9. Bidder will provide all labor, machinery, equipment, tools and materials required to render services.

10. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

11. Bid will be based on low bid per ton basis as listed on bid page form.

Road Materials to be hauled:

- Hot Mix Cold Laid
- Type D Hot Mix-Asphalt and/or Limestone

Locations of current pits and plants are as follow:

Listed vendors are subject to be changed upon material contract expiration.

A. Hot Mix Cold Laid;
B. Type D Hot Mix Asphalt & Limestone;

Frontera Materials:

Reavis Pit: Approximately 4 miles N. of US 83 on FM 2221
Travel south approximately 4 miles to pit - La Joya, TX.

TERMS AND CONDITIONS:

1. The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3. Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4. After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

6. Any contract awarded to a successful bidder will be in effect until:
   a. The contract expires.
   b. Terminated by County with thirty (30) days written notice.

7. Insurance requirements for this project to be maintained throughout the term of this project (refer to Exhibit "C" for limits).

8. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

9. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10. Bidder(s) agree that to the extent an item(s) is unavailable from Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing such service to Hidalgo County at no cost to the County.

11. Bidder(s) must have been in business for at least two (2) years.

12. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13. The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

14. All costs and expenses associated with the preparation and submission of proposal, bid, statement of qualifications (RFQ) and quote shall be the responsibility of bidder and no reimbursement for such charges or expenses shall be passed onto County.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, TX 78539.
TELEPHONE INQUIRIES WILL NOT BE ACCEPTED

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or VIA EMAIL to: matilde.faz@co.hidalgo.tx.us by NO LATER than Monday, April 03, 2017 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile or email by no later than Wednesday, April 05, 2017 by 5:00 P.M.

EXHIBIT "B" BID PAGE
HIDALGO COUNTY PRECINCT No. 4
"HAULING SERVICES FOR HOT MIX"
BID No.: 2017-056-04-12-FAZ

PART 1:
AWARD WILL BE BASED ON THE LOWEST BID PER TON WHICH MEETS ALL SPECIFICATIONS/REQUIREMENTS. ROAD MATERIALS WILL BE HAULED FROM AWARDED VENDORS "PIT" LOCATIONS. LISTED VENDORS ARE SUBJECT TO CHANGE UPON MATERIAL CONTRACT EXPIRATION.

EXAMPLE:		**$3.00**	**25%**	**.75**
PLANT LOCATION/ ROAD MATERIALS		**TOTAL COST PER TON**	**FUEL COSTS PERCENTAGE PER TON**	**CURRENT/BASE FUEL COST**
Frontera Materials- Hot Mix-Cold Laid	**Reavis Pit- Approx. 4 Miles N. of US 83 on FM 2221, La Joya, TX.**	**$**	**%**	**$**
Frontera Materials- Type D Hot Mix Asphalt	**Reavis Pit- Approx. 4 Miles N. of US 83 on FM 2221, La Joya, TX.**	**$**	**%**	**$**
Frontera Materials- Type D Hot Mix Limestone	**Reavis Pit- Approx. 4 Miles N. of US 83 on FM 2221, La Joya, TX.**	**$**	**%**	**$**

PART II:
BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT No. 4
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 4 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for, **April 07, 2017**. For each 10% (increase or decrease) in the OPIS Index of **April 07, 2017** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County Precinct No. 4 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County Precinct No. 4 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder the appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract, including any grace period extension.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be included in Bid Packet)

EXHIBIT "B-1"
HIDALGO COUNTY PRECINCT No. 4
"HAULING SERVICES FOR HOT MIX"
RFB No.: 2017-056-04-12-FAZ

Hidalgo County Precinct No. 4 is requesting the following information for the available hauling trucks to be utilized for this project. Please fill out each section completely. All trucks shall be covered under the insurance requirements as set forth in Exhibit "C" of this document and under the same terms and conditions. Insurance must be maintained throughout the term of the contract. ***INCOMPLETE*** *submittals shall be considered a probable cause for disqualification.* ***For vendor owned vehicles- copies of Titles must be included.***

VEHICLE INFORMATION

Vehicle Year/Make / Model	Vehicle Identification Number	License Plate Number	Unit No.	Vehicle Capacity Per Load	Vehicle Owned/Or Leased

Must be included with Bid Packet

EXHIBIT "B-2"

HIDALGO COUNTY PRECINCT No. 4
"HAULING SERVICES FOR HOT MIX"
RFB No.: 2017-056-04-12-FAZ

DRIVER'S INFORMATION

DRIVER'S LISTED BELOW MUST PROVIDE A CERTIFIED COPY OF CURRENT VALID DRIVER LICENSE WITH THIS BID

NAME OF DRIVER	CERTIFIED DRIVER LICENSE NUMBER	TRUCK/UNIT NUMBER

Must be included with Bid Packet

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					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 STATUTORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. 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

FORM CIQ

For vendor doing business with local governmental entity

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 email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. 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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession

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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations 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 Regulations 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 2.

*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, 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 (TIGTA) 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.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR BIDS

"HAULING SERVICES FOR HOT MIX"

RFB No.: 2017-056-04-12-FAZ

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" Acknowledgement forms

_____ Exhibit "D" CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) (see No. 2 of Legal Notice).

EXHIBIT "B"

VENDOR'S BID PRICE

OPENED
9:50 4-12-17

Witnessed

EXHIBIT "B" BID PAGE
HIDALGO COUNTY PRECINCT No. 4
"HAULING SERVICES FOR HOT MIX"
BID No.: 2017-056-04-12-FAZ

PART 1:
AWARD WILL BE BASED ON THE LOWEST BID PER TON WHICH MEETS ALL SPECIFICATIONS/REQUIREMENTS. ROAD MATERIALS WILL BE HAULED FROM AWARDED VENDORS "PIT" LOCATIONS. LISTED VENDORS ARE SUBJECT TO CHANGE UPON MATERIAL CONTRACT EXPIRATION.

EXAMPLE:		$3.00	25%	.75
PLANT LOCATION/ ROAD MATERIALS		**TOTAL COST PER TON**	**FUEL COSTS PERCENTAGE PER TON**	**CURRENT/BASE FUEL COST**
Frontera Materials- Hot Mix-Cold Laid	Reavis Pit- Approx. 4 Miles N. of US 83 on FM 2221, La Joya, TX.	$ 10.25	75 %	$ 7.68
Frontera Materials- Type D Hot Mix Asphalt	Reavis Pit- Approx. 4 Miles N. of US 83 on FM 2221, La Joya, TX.	$ 10.25	75 %	$ 7.68
Frontera Materials- Type D Hot Mix Limestone	Reavis Pit- Approx. 4 Miles N. of US 83 on FM 2221, La Joya, TX.	$ 10.25	75 %	$ 7.68

PART II:
BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT No. 4
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 4 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for, **April 07, 2017**. For each 10% (increase or decrease) in the OPIS Index of **April 07, 2017** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County Precinct No. 4 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County Precinct No. 4 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder the appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract, including any grace period extension.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

BIDDER/COMPANY NAME: Roy's Hauling Service, Inc.

ADDRESS: P.O. Box 1896

CITY/STATE/ZIP CODE: Edinburg, TX 78540

PHONE & FAX NUMBER: 956.383.2206 / 956.383.2569

E-MAIL ADDRESS: royshaulinginc@aol.com

CELLULAR NUMBER:

AUTHORIZED SIGNATURE:

PRINTED NAME: Kristina Balderas

TITLE: Corporate Manager

DATE: 04-10-2017

(Must be included in Bid Packet)

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: KRISTINA BALDERAS	
SOUTH TEXAS SOLUTIONS P.O. BOX 1415 EDINBURG, TEXAS 78540	PHONE (A/C, No, Ext): 956.343.2206	FAX (A/C, No):
	E-MAIL ADDRESS: SOUTHTEXASSOLUTIONS@AOL.COM	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : PROGRESSIVE COUNTY MUTUAL INSURANCE	
INSURED ROY'S HAULING SERVICE, INC. P.O. BOX 1896 EDINBURG, TEXAS 78540	INSURER B : TEXAS MUTUAL INSURANCE CO	
	INSURER C : CAPITOL SPECIALTY INSURANCE CORP.	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			CS02597106-02	11/30/2016	11/30/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000.00 $ 100,000.00 $ 5,000.00 $ 500,000.00 $ 1,000,000.00 $ 1,000,000.00
A	**AUTOMOBILE LIABILITY** ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS HIRED AUTOS [ ] NON-OWNED AUTOS			03746240-3	11/24/2016	05/24/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000.00 $ $ $
	[ ] **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 [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001315792	11/17/2016	11/17/2017	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000.00 $ 100,000.00 $ 500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S. HIGHWAY 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Service Contract C-17-056-05-02

From : Steve Crain <scrain@atlashall.com> Tue, Apr 18, 2017 01:37 PM

Subject : RE: Service Contract C-17-056-05-02

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Looks OK.

-----Original Message-----
From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, April 18, 2017 9:08 AM
To: Marynel Trevino <mntrevino@atlashall.com>
Cc: Steve Crain <scrain@atlashall.com>
Subject: Re: Service Contract C-17-056-05-02

Good morning, Ms. Marynel & Mr. Crain-

I have revised as advised.

Please advise.

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.. .

----- Original Message -----
From: "Marynel Trevino" <mntrevino@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Tuesday, April 18, 2017 8:50:52 AM
Subject: Service Contract C-17-056-05-02

Good morning Leti:

As per Mr. Crain, see the attached please make changes.

Thank you,

Marynel Trevino-Rodriguez, Secretary for Stephen L. Crain & J. Joseph Vale ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Telephone Number (956) 632-8221
Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: www.atlashall.com

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AI-59458 **Purchasing Department** **26. C. 5.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of correction to Change Order No. 1 in connection with Pct. 4 "Renovation at M Road Building" (C-16-321-10-04) **reflecting the increase of 160 Calendar Days** from Change Order Effective Date approved on 02/21/2017 under AI- 58608 which reflected only 60 days.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-419-00-124-125-0-452

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

BUDGETARY IMPACT:

Funds available pending cc approval of AI-59615.

Attachments

AI-58608

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/19/2017 11:45 AM
Budget & Management	Veronica Ortiz	04/19/2017 01:51 PM
Merlen P. Munoz	Merlen P. Munoz	04/25/2017 10:28 AM
Final Approval	Merlen P. Munoz	04/27/2017 08:11 AM
Merlen P. Munoz	Merlen P. Munoz	04/28/2017 10:11 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Tanya Delira		Started On: 04/17/2017 03:42 PM
Final Approval Date: 04/28/2017		

AI-58608 **Purchasing Department** **25. G. 1.**
CC - REGULAR
Meeting Date: 02/21/2017
Submitted For: Tanya Delira, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Change Order No. 1 for additional work requested including an additional sixty (60) days in the total amount of $42,590.38, net change order increase of $32,590.38 due to project contingency allowance, under agreement # C-16-321-10-25 with Rigney Construction & Development, LLC, as recommended by Project Engineer Halff Associates, Inc for Precinct 4- "Renovations at M Road Building".

BACKGROUND

Items included in Change Order #1:
Millwork - new work station; Electrical; Polish Concrete Floor; Paint Exterior Letter; HM Doors & Frame w/Hardware; Resilient Cove Base; Accoustic Panels; Transaction Window; Entrance Doors and Frame; Remove/Install Maglocks plus Sixty [60] additional days.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 7-1100-419-00-124-125-0-452
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
As stated on Change Order, total cost of change order is $42,590.38, $10,000 has been identified from the project contingency allowance the remaining $32,590.38 will be funded through AI-58625 pending approval by commissioners court.

Attachments

Funding Info
CO
backup
rev change order
Change Order Proposal #2

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	02/17/2017 10:10 AM
Budget & Management	Veronica Ortiz	02/17/2017 10:13 AM
Merlen P. Munoz	Merlen P. Munoz	02/17/2017 11:57 AM
Final Approval	Monica Badillo	02/17/2017 05:13 PM
Form Started By: Marty Salazar		Started On: 02/16/2017 06:04 PM
Final Approval Date: 02/17/2017		

CHANGE ORDER NUMBER ONE(1)

Project:	Hidalgo County M. Road Bldg		
DATE OF ISSUANCE:	16-Feb-17	EFFECTIVE DATE:	
OWNER:	Hidalgo County Precinct 4.		
OWNER'S CONTRACT NO:	2016-321-09-21-MEG		
CONTRACTOR:	Rigney Construction & Development, LLC.	ENGINEER:	Halff Associates, Inc.
	John Rigney		Menton J. Murray, III P.E.

You are directed to make the following changes in the Contract Documents.

Description:

1. Change Order Proposal 002 — $8,585.00
2. Change Order Proposal 003 — $34,005.38

TOTAL $42,590.38

Refer to attached Contractor Change Proposals for detailed breakdown of scope and itemized costs. Work shall be funded through remaining project contingency allowance ($10,000.00) and through increase in contract amount ($32,590.38).

Reason for Change Order:

1. Additional work request by owner.
2.

Attachments: Rigney Change Order Proposal 002
Rigney Change Order Proposal 003

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 132,000.00		Original Contract Time for Substantial Completion:	30-Dec-16 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders 0 calendar days	
Contract Price prior to this Change Order $ 132,000.00		Contract Time prior to this Change Order Substantial Completion:	30-Dec-16 calendar days or dates
Net Increase(decrease) of this Change Order $ 32,590.38		Net Increase(decrease) of this Change Order 160 Calendar Days from Change Order Effective Date calendar days	
Contract Price with all approved Change Orders $ 164,590.38	Net % increase(decrease)from original contract price. 24.69%	Contract Time with all approved Change Orders Substantial Completion:	8-Jun-17 calendar days or dates

m

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 2/16/17	Date: _____	Date: _____

Exhibit E-B

AI-59468 **Purchasing Department** **26. C. 6.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

As required and directed by County Auditor staff to Precinct #4, Commissioners Court's approval of a clarification to Reg. AI#57773 [CC/12-13-16] in order to process payment of invoices for the following vendors:

A. Pavement Markings [PO#739727-$5,664.60] total length of project 3.5 miles and pro-rated as:

1. County Length 1.4 Miles=40% of $5,664.60 or $2,265.84 is County portion of expenditure;
2. City Length 2.1 Miles=60% or $5,664.60 or $3,398.76 [to be charged to Aid to Governments]

B. Frontera Materials Invoice [PO#739649/$17,540.36] entire amount is a County expenditure.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact addressed through the PO detailed and attached as supporting documentation.

Attachments

PO 739649-Frontera

email

PO# 739727-Pavement Mkngs

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/19/2017 05:48 PM
Budget & Management	Veronica Ortiz	04/20/2017 09:14 AM

Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Marty Salazar		Started On: 04/18/2017 04:59 PM
Final Approval Date: 04/28/2017		

Copy

Purchase Order
COUNTY OF HIDALGO

PO# 739649

DATE: 03/03/16

PO TYPE:

VENDOR: 123717 REQ: 00391521

PHONE: (956)968-0349

FAX: (956)960-0609 EMAIL:

FRONTERA MATERIALS, INC
P.O. BOX 1449
ELSA TX 78543-1449

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT: VDavila (956)383-3112

SITE: COMMISSIONER, PRECINCT 4

CONTRACT NO: C-15-026-03-17

SPECIAL INSTRUCTIONS: Pct. 4 Req # 134.

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
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 repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	Inv. Date	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER Inv. 216-10788	3/2/16	$	93,531.35
		C-15-026-03-17 (04/09/15 - 04/08/16) Inv. 216-10892	3/28/16	$	17,540.39
		For: Ramsayer Road Project Between Expressway 281 and just past Doolittle Rd.		TL.	111,071.74
		Option to increase/decrease PO as needed for road project			
883.00	TON	CC Blanket Purchase Order for Type D Hot Mix Asphalt- Limestone		58.00	51,214.00
			TOTAL:		51,214.00

****
For Hidalgo County Use Only

6-1341-431-00-124-173-0-721 51,214.00

Authorized by: Martha L. Salazar

FRONTERA Materials, Inc.
P.O. BOX 1449
ELSA, TX 78543
(956) 316-8952

INVOICE

PLEASE PAY FROM THIS INVOICE

TERMS: NET 30 DAYS

MAR 31 2016
V20

CHARGE TO:
HIDALGO COUNTY PCT 4
1051 N DOOLITTLE ROAD
EDINBURG, TX 78542-0337

INVOICE NO. 216-10892 DATE 3/28/16

102500

FROM PROGRESO PLANT
PO# 739649, RAMSAYER RD-EDINBURG

3/21/16	HOT MIX TYPE D LIMESTONE	302.42	58.00	17,540.36
		TOTAL AMOUNT DUE		$17,540.36

THANK YOU

G-134-431-00-124-173 O-291
PCT# 134
REQ# 291521
PO# 739649

INVOICE RECEIVED BY: on 3/31/16
GOODS/SERVICES RECEIVED BY:
Sonia Ortiz on 3-21-16
Attached

AI-57773 **Purchasing Department** **23. E. 1.**
CC - REGULAR
Meeting Date: 12/13/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Acknowledgement, acceptance and concurrence from the City of Edinburg [as detailed in supporting documentation] that a portion of Ramseyer Rd. [limits between Doolittle and I-69] that falls within the city has been recently paved by Hidalgo County Precinct #4 with no cost to the City and for which no reimbursement will be sought by County;

B. Acceptance and approval to process payment for the invoices detailed herein [as part of the materials used for the paving completed and described in Caption A, above:

1. Frontera Materials, Inc. - Inv. #216-10892 - $17,540.36;
2. Pavement Markings - Inv. #4306 - $5,664.33 or $5,664.60 [amount on PO#739727];

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1341-431-00-124-173-0-721
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
PO# 739727

FISCAL YEAR: 2016 **ACCT. #:** 6-1341-431-00-124-173-0-721
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
PO# 739649

Attachments

BACKUP
Copy of Purchase Order #739649
Discrepancy Form

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	12/09/2016 04:09 PM
Budget & Management	Veronica Ortiz	12/09/2016 04:11 PM
Glinda Pacheco	Glinda Pacheco	12/09/2016 04:29 PM
Final Approval	Monica Badillo	12/09/2016 06:08 PM
Form Started By: Marty Salazar		Started On: 12/09/2016 02:58 PM

Sent: Wednesday, December 07, 2016 1:28 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Nick Perez <nick.perez@co.hidalgo.tx.us>
Subject: Fwd: Ramsayer Road
Importance: High

Good Afternoon Mr. Crain,

The Auditor has asked that I get legal clarification for the following situation.

In March of this year we worked on Ramseyer Road (limits between Doolittle and I-69) a portion of the work we did fell within City of Edinburg limits.
However due to the pressing need to fix the road, the County proceed in repairing the entire section without and ILA or any type of agreement.

When we received invoices for the project and processed them to our Auditor, they did not want to pay because there was no agreement in place for the work done.
I have asked the City of Edinburg to provide something in writing that states we did do the work and we the County would not be seeking reimbursement.

Can you please let me know if the email below is sufficient and whether or not we would need to place this through Court for clarification or does it still require an agreement?
Thank you for all your help!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Ponciano Longoria" <plongoria@cityofedinburg.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "Richard Hinojosa" <rhinojosa@cityofedinburg.com>, "Nick Perez" <nick.perez@co.hidalgo.tx.us>, "jose caso" <jose.caso@co.hidalgo.tx.us>
Sent: Monday, December 5, 2016 9:55:00 AM
Subject: RE: Ramsayer Road

Ms. Lugo,
It is my understanding that the county paved Ramseyer Road from I-69C to Doolittle Road. A portion of this road lies within the City Limits of Edinburg and my understanding is that Precinct 4 paved the entire section of road, which included the portion that is within City Limits. I have visited the portion of road that is within the city limits area and I concur that the portion of roadway was paved. It is my understanding that the city is not responsible for any payment for such work and that the county shall not seek reimbursement for this work.

Ponciano N. Longoria, P.E., CFM
Director of Engineering

THE CITY OF EDINBURG

415 W. University Drive
Edinburg, Texas 78541
956.388.8210 O 956.383.7111 F
plongoria@cityofedinburg.com
www.cityofedinburg.com

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Monday, December 05, 2016 9:36 AM
To: Ponciano Longoria
Cc: Richard Hinojosa; Nick Perez; jose caso
Subject: Re: Ramsayer Road
Importance: High

Good Morning Ponciano,
Following up on this request, can you please give me a status at your earliest convenience, thank you!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
To: "Ponciano Longoria" <plongoria@cityofedinburg.com>
Cc: "Richard Hinojosa" <rhinojosa@cityofedinburg.com>, "Nick Perez" <nick.perez@co.hidalgo.tx.us>, "jose caso" <jose.caso@co.hidalgo.tx.us>
Sent: Tuesday, November 29, 2016 3:13:01 PM
Subject: Re: Ramsayer Road

Good Afternoon Ponciano,

As discussed and to clarify, the County (Precinct 4) completed the road improvements within the City limits of Edinburg.
At this time we would like to request a letter from the City of Edinburg that accepts the work done within the city limits.

The County is not requesting reimbursement for said improvements just concurrence for the work done.
Should you have any questions please let me know, thank you!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Ponciano Longoria" <plongoria@cityofedinburg.com>
To: "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>
Cc: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Richard Hinojosa" <rhinojosa@cityofedinburg.com>
Sent: Monday, November 14, 2016 1:09:58 PM
Subject: RE: Ramsayer Road

Steve,

City staff along with county PCT 4 staff had several verbal discussions in regards to the overlaying of the above mentioned road between I-69C and Doolittle Road. PCT 4 asked the city if we were willing to participate on this project by allocating funds to pave the section of roadway that is within the City Limits. At that time, this section was not a budgeted item so I added this project onto the 5 Year Capital Improvement Plan for consideration during the Fiscal Year 2015-2016. This section of roadway has not been considered for an overlay at this time. If you need any additional information, please do not hesitate to ask.

Sincerely,

Ponciano N. Longoria, P.E., CFM
Director of Engineering

THE CITY OF EDINBURG

415 W. University Drive
Edinburg, Texas 78541
956.388.8210 O 956.383.7111 F
plongoria@cityofedinburg.com
www.cityofedinburg.com

From: Steven Cruz [mailto:steven.cruz@co.hidalgo.tx.us]
Sent: Monday, November 07, 2016 11:20 AM
To: Tomas Reyna; Ponciano Longoria
Cc: Maria Lucio
Subject: Ramsayer Road

Good morning,

Can you please give us some feedback on this project. We are needing a response from your office so that we may proceed and place the items on agenda.

THE CITY OF EDINBURG **image001.png**
18 KB

Zimbra **martha.salazar@co.hidalgo.tx.us**

Re: Ramseyer Road P.O. 739727

From : Nick Perez <nick.perez@co.hidalgo.tx.us> Tue, Apr 18, 2017 02:33 PM

Subject : Re: Ramseyer Road P.O. 739727

To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Ms. Salazar, our office is looking for assistance with the processing of payment for purchase order 739727. Work on Ramseyer Road extended into the city limits by 2.1 miles. Below you will see the breakdown of the invoice for Pavement Markings based on the percentage between City and County. Would their need to be clarification on the length and dollar amount that the County will be covering for the City?

Respectfully,

Nick Perez

Hidalgo County Pct.#4
1051 N. Doolittle Rd.
Edinburg, TX 78539

Office: (956)383-3112 Ext. 4008
Fax: (956)381-5905
E-Mail: Nick.Perez@co.hidalgo.tx.us

From: "Nick Perez" <nick.perez@co.hidalgo.tx.us>
To: "Lupita Garza" <Lupita.Garza@auditor.co.hidalgo.tx.us>
Cc: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Tuesday, April 18, 2017 10:40:31 AM

Subject: Ramseyer Road P.O. 739727

Purchase order amount $5,664.60
County: $2,265.84
City: $3,398.76
Total: $5,664.60

Total length of project:
3.5 Miles

County Length
1.4 Miles 40%

City Length
2.1 Miles 60%

I will be working on getting a 7-1341-431-00-124-173-0-841 created for the expenditure related to the city portion.

Let me know if you agree with the information above.

Respectfully,

Nick Perez

Hidalgo County Pct.#4
1051 N. Doolittle Rd.
Edinburg, TX 78539

Office: (956)383-3112 Ext. 4008
Fax: (956)381-5905

Purchase Order
COUNTY OF HIDALGO

PO# 739727

DATE: 03/04/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 27987 REQ: 00292661

PHONE:

EMAIL:

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

PAVEMENT MARKINGS INC.
7010 N. FM 493
DONNA TX 78537

CONTACT: NICK PEREZ (956)383-3112

SITE: COMMISSIONER, PRECINCT 4

CONTRACT NO: E-15-140-03-31

SPECIAL INSTRUCTIONS: PCT# 136

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
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 repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		E-15-140-03-31 EXP: 06/06/2016 FOR: RAMSEYER RD FROM DOOLITTLE TO E/O EXP 281 THERMOPLASTIC STRIPING		
7840.00	EACH	CC 4"W SLD THERMOPLASTIC [LF]	.39	3,057.60
60.00	EACH	CC 24" WHITE SOLID THERMOPLASTIC [LF]	7.80	468.00
1200.00	EACH	CC 4" YELLOW SOLID THERMOPLASTIC [LF]	.39	468.00
1100.00	EACH	CC 4"YELLOW BROKEN THERMOPLASTIC [LF]	.39	429.00
360.00	EACH	CC 4" REFLECTORS [EA]	3.45	1,242.00
		TOTAL:		5,664.60
		********** For Hidalgo County use only		
		6-1341-431-00-124-173-0-721 5,664.60		

Authorized by: Martha L Salazar

AI-59543 **Purchasing Department** **26. D. 1.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Hector Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval to utilize and purchase through the National Cooperative Purchasing Alliance (NCPA)Contract #01-65 awarded vendor, Synnex Corporation's, authorized reseller, Richline Technical Services, LLC.;

B. Acceptance and approval of proposal [detailed/attached herein] in the amount of $56,995.00 submitted by Richline Technical Services, LLC, [authorized reseller of NCPA awarded contractor, Synnex Corp.] reseller's vendor for the products and support of Hidalgo County's new video conferencing equipment [through submitted Requisition #315769 subject to compliance of HB 1295 when and if applicable.

BACKGROUND

Previously approved under AI-58963. Due to expiration of DIR-SDD-2020 (Cooperative Contract), purchase will now be done through NCPA Cooperative under contract #01-65. Requested By IT Department

---

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1242-412-00-060-001-0-XXX

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

BUDGETARY IMPACT:

Funds available pending approval of AI-59601

Attachments

1295 Request
AI-49563 ICA w/Region14
1295
Req#315769
Richline Technical Services Quote
Synnex NCPA Contract 01-65
NCPA Letter of Authorization - Richline Technical Services LLC
Synnex NCPA Pricing
Synnex NCPA TAB 8

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/26/2017 01:46 PM
Budget & Management	Veronica Ortiz	04/26/2017 01:52 PM
Merlen P. Munoz	Merlen P. Munoz	04/27/2017 03:27 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Hector Garcia Started On: 04/25/2017 10:59 AM

Final Approval Date: 04/28/2017

Zimbra **hector.garcia1@co.hidalgo.tx.us**

1295 Form

From : Hector A. Garcia <hector.garcia1@co.hidalgo.tx.us> Wed, Apr 26, 2017 08:31 AM
Subject : 1295 Form 1 attachment
To : Edna Kirby <edna.kirby@co.hidalgo.tx.us>

Good Morning Edna,

We will be needing a 1295 from Richline to complete all the documents that are being requested for commissioners court. Could you please contact Mr. Richline to see if he can provide us with that document? I have attached the link to the Texas Ethics Commission web page, that is where the 1295 will have to be created. When creating the 1295 please make sure to include the following on line#3 (REQUISITION#315769) it is very important to include that information. Once it has been completed if he could email it to us so we can go ahead and acknowledge it on the Texas Ethics Commission web page. Please let me know if you have any questions.

Thank You!

--
Hector Garcia, Procurement Specialist II
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539
T:(956) 318-2626 x 4857
F:(956) 292-7612

HB1295_Info-Packet_Revised.pdf
783 KB

APPROVED

AI-49563 **Purchasing Department** **24. A. 5.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact inasmuch as there are no membership fees.

Attachments

Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/07/2015 01:24 PM
Budget & Management	Veronica Ortiz	05/07/2015 01:43 PM
Glinda Pacheco	Glinda Pacheco	05/11/2015 02:00 PM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Vangie Garcia Started On: 05/04/2015 08:45 AM

Final Approval Date: 05/15/2015

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:
2017-199126

Date Filed:
04/27/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Richline Technical Service, LLC
Corpus Christi, 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

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.
NCPA 01-65
Video Conferencing Cloud Service and Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Richline, Michael	Odem, TX, TX United States	X	
King, Tommy	Rockport, TX, TX United States	X	
Richline, Joshua	Corpus Christi, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

STEPHANIE NICOLE KOENIG
Notary Public, State of Texas
Comm. Expires 04-10-2021
Notary ID 131082022

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Josh Richline, this the 28th day of April, 20 17, to certify which, witness my hand and seal of office.

Stephanie Nicole Koenig — Signature of officer administering oath
Stephanie Nicole Koenig — Printed name of officer administering oath
Notary Public — Title of officer administering oath

Requisition

Req # 00315769

PO #

Date: 02/24/17

Bill To: x
x

Vendor : 393304
RICHLINE TECHNICAL SERVICES, LLC
114 MESQUITE
CORPUS CHRISTI TX 78401
FAX (361)877-9910

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **NCPA CONTRACT 01-6**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		NCPA CONTRACT 01-65 DO NOT DUPLICATE ORDER		
1.00	EACH	CO Lifesize Icon 600 - 10x Optical PTZ Camera - Phone HD Single Display 1080P	5,004.29	5,004.29
1.00	EACH	CO LifeSize Icon 600 - LAMS (1-year)	530.10	530.10
8.00	EACH	CO Icon 400-Digital Micpod	1,786.79	14,294.28
8.00		CO LifeSize Icon 400 - LAMS (1-year)	299.25	2,394.00
1.00	EACH	CO Lifesize Cloud Enterprise Subscription Up to 100 employees - 1 year*	12,414.05	12,414.05
1.00	EACH	CO Lifesize Cloud Amplify - Unlimited Storage for Cloud Enterprise Subscription - Up to 100 employees - 1 year*	3,723.55	3,723.55
2.00	EACH	CO LifeSize Digital Micpod	381.05	762.09
2.00	EACH	CO LifeSize Digital MicPod - LifeSize Assurance Maintenance Services (1-year)	29.93	59.85
1.00	EACH	CO Lifesize Link Cable - 15M (Phone, 2nd Generation with Icon or Digital Micpod)	113.65	113.65
1.00	EACH	CO Wall-Mount Shelf, varying extension cables and consumables. estimated at $250-billed at cost.	250.00	250.00
100.00	EACH	CO Installation of cameras, mounting of monitors, cabling for 8 courts and 1 Jail for LifeSize Installation	124.38	12,437.50
8.00	EACH	CO Onsite and Remote Training for Judges and Jail Staff for LifeSize installation	124.38	995.00
8.00	EACH	CO VIEWSONIC : 22 Full HD multimedia display, 1920x1080, 2ms ultra fast response time, 50M:1 MEGA Dynamic Contrast Ratio, Dsub, DVI and HDMI inputs, built in 2W x 2 stereo speakers, VESAmountable design.	126.40	1,011.20
8.00	EACH	CO CHIEF MANUFACTURING : THINSTALL SMALL DUAL ARM SWINGARM	99.40	795.20
1.00	EACH	CO SAMSUNG : RH55E/ 55inch/ 1920x1080/ 5000:1/ 8 ms/ 350nit/ D-Sub, HDMI1, HDMI2, HDMI3, Composite,Stereo Mini Jack	1,326.06	1,326.06
1.00	EACH	CO CHIEF MANUFACTURING : Thin Swing Arm Wall Mount	386.95	386.95
1.00	EACH	CO CHIEF MANUFACTURING : Mounting component - Steel - Black	68.16	68.16
1.00	EACH	CO CHIEF MANUFACTURING : Suspended Ceiling Tile	124.96	124.96

Authorized By: _____

Requisition

Req # 00315769

PO #

Date: 02/24/17

Bill To: x
x

Vendor : 393304
RICHLINE TECHNICAL SERVICES, LLC
114 MESQUITE
CORPUS CHRISTI TX 78401
FAX (361)877-9910

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Replacement Kit		
1.00	EACH	CO CHIEF MANUFACTURING : 2 (0.6 m) Speed-Connect Fixed Extension Column	29.11	29.11
1.00	EACH	EX Shipping Freight-Ground	275.00	275.00
		Account No	Encumbrance	
		7-1242-412-00-060-001-0-430	16,416.45	
		7-1242-412-00-060-001-0-610	18,804.88	
		7-1242-412-00-060-001-0-660	1,149.04	
		7-1242-412-00-060-001-0-751	20,624.63	
			Freight	.00
			Total	56,995.00

Authorized By: _____

RICHLINE
TECHNICAL SERVICES

Richline Technical Services
114 Mesquite Street

Corpus Christi, TX 78401

ShoreTel Quote	*Version 15.96*
Quote Number, Revision:	U31317-CIXD, Rev. 2
Purchase Order #:	
Date:	4/15/2017
Quote Valid Until:	5/8/2017
Currency:	US Dollar
Payment Terms:	
Customer ID:	61927
Prepared By:	Joshua Richline

Prepared For: Hidalgo County
100 N. Closner Blvd.

Edinburg, TX 78539
Renán Ramirez-Cantu: 9562927010x6011
renan@co.hidalgo.tx.us

Ship-to: Hidalgo County Courthouse
Renán Ramirez-Cantu
100 East Cano 4th Floor

Edinburg, TX 78539
9562927010x6011

Part Number	Description	Qty	Unit List	Ext List	Unit Cost	Ext Cost
Other Products						
	Lifesize Icon 600 - 10x Optical PTZ Camera - Phone HD, Single Display, 1080P	1	$6,999.00	$6,999.00	$5,004.29	$5,004.29
	LifeSize Icon 600 - 10x Optical PTZ Camera -LAMS (1-year)	1	$620.00	$620.00	$530.10	$530.10
	Lifesize Icon 400 Digital Micpod	8	$2,499.00	$19,992.00	$1,786.79	$14,294.28
	Lifesize Icon 400 - LAMS (1-year)	8	$350.00	$2,800.00	$299.25	$2,394.00
	Lifesize Cloud Enterprise Subscription for Small Business - Up to 100 employees - 1 year	1	$12,999.00	$12,999.00	$12,414.05	$12,414.05
	Lifesize Cloud Amplify-Unlimited Storage for Cloud Enterprise Subscription -Up to 100 employees-1 year	1	$3,899.00	$3,899.00	$3,723.55	$3,723.55
	LIFESIZE INC : Lifesize Digital Micpod	2	$399.00	$798.00	$381.05	$762.09
	LifeSize Digital MicPod - LifeSize Assurance Maintenance Services (1-year)	2	$35.00	$70.00	$29.93	$59.85
	LifeSize Link Cable - 15M (Phone, 2nd Generation with Icon or Digital Micpod)	1	$119.00	$119.00	$113.65	$113.65
	Wall-Mount Shelf, varying extension cables and consumables. estimated at $250- billed at cost.	1	$250.00	$250.00	$250.00	$250.00
	Installation of cameras, mounting of monitors, cabling for 8 courts and 1 Jail for LifeSize Installation	100	$125.00	$12,500.00	$124.38	$12,437.50
	Onsite and Remote Training for Judges and Jail Staff for LifeSize installation	8	$125.00	$1,000.00	$124.38	$995.00
	VIEWSONIC : 22 Full HD multimedia display, 1920x1080, 2ms ultra fast response time, 50M:1 MEGA Dynamic Contrast Ratio, Dsub, DVI and HDMI inputs, built in 2W x 2 stereo speakers, VESAmountable design.	8	$158.00	$1,264.00	$126.40	$1,011.20
	CHIEF MANUFACTURING : THINSTALL SMALL DUAL ARM SWINGARM	8	$140.00	$1,120.00	$99.40	$795.20
	SAMSUNG : RH55E/ 55inch/ 1920x1080/ 5000:1/ 8 ms/ 350nit/ D-Sub, HDMI1, HDMI2, HDMI3, Composite,Stereo Mini Jack	1	$1,867.69	$1,867.69	$1,326.06	$1,326.06
	CHIEF MANUFACTURING : Thin Swing Arm Wall Mount	1	$545.00	$545.00	$386.95	$386.95
	CHIEF MANUFACTURING : Mounting component - Steel - Black	1	$96.00	$96.00	$68.16	$68.16
	CHIEF MANUFACTURING : Suspended Ceiling Tile Replacement Kit	1	$176.00	$176.00	$124.96	$124.96
	CHIEF MANUFACTURING : 2 (0.6 m) Speed-Connect Fixed Extension Column	1	$41.00	$41.00	$29.11	$29.11

Comments:

This quote complies with NCPA Contract 01-65 (Richline Technical Services, LLC-Approved Vendor). Please reference Contract 01-65 on any Purchase Orders.

Product Subtotal:	$	56,720.00
Shipping Estimate:		$275.00
Total:	**$**	**56,995.00**

Signature: _____ | _____
Approved By | *Date*

No Signatures needed

Zimbra **hector.garcia1@co.hidalgo.tx.us**

RE: Hidalgo County Quote

From : Josh Richline <jrichline@richline.cc> Thu, Mar 16, 2017 09:45 AM
Subject : RE: Hidalgo County Quote
To : Hector A. Garcia <hector.garcia1@co.hidalgo.tx.us>
Cc : Edna Kirby <edna.kirby@co.hidalgo.tx.us>

Just to confirm my email yesterday. I verified and all we need is a PO and Renan or Noah's go ahead. No signatures from judges or commissioners required.

Sent from my T-Mobile 4G LTE Device

-------- Original message --------
From: "Hector A. Garcia" <hector.garcia1@co.hidalgo.tx.us>
Date: 3/15/17 14:13 (GMT-06:00)
To: Josh Richline <jrichline@richline.cc>
Cc: Edna Kirby <edna.kirby@co.hidalgo.tx.us>
Subject: Hidalgo County Quote

Good Afternoon Josh,

I wanted to check with you if you were going to be requiring any signatures on this quote for this purchase? Please Advise

Thank You

--
Hector Garcia, Procurement Specialist II
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539
T:(956) 318-2626 x 4857
F:(956) 292-7612

SYNNEX CORPORATION

SYNNEX
Website:
http://www.synnexcorp.com/us/govsolv/

Overview | Contract Info | Line Card | Due Diligence | Vendor Contact | Approved Resellers

Awarded Vendor:
SYNNEX

Contract Awarded:
Cloud Collaboration and Storage Services

Contract Number:
01-65

Lead Agency:
Region 14 ESC

Contract Term:
3 year term, August 1, 2016 to August 31, 2019
**Option to renew for two (2) additional one (1) year periods.*

©2017 NCPA

April 25, 2017

Subject: NCPA 01-65 - Letter of Authorization for Richline Technical Services LLC

Dear Sir/Madam:

The purpose of this correspondence is to document the status of Richline Technical Services LLC as an authorized Dealer for SYNNEX Corporation's (hereinafter "SYNNEX") NCPA contract 01-65.

SYNNEX' NCPA Contract 01-65 covers Cloud Collaboration with Dropbox and our entire corporate line card for our catalog award. Please refer to the attached line card for a listing of the manufacturers that are included in our NCPA Contract 01-65. This can be verified at www.ncpa.us.

SYNNEX is an authorized distributor of various manufacturers' products. Based upon SYNNEX's relationship with these manufacturers, SYNNEX sells these manufacturers' products to value-added resellers like Richline Technical Services LLC. Richline Technical Services LLC is authorized to purchase a wide variety of manufacturers' products through SYNNEX, for which products the manufacturers' standard warranties are also available to Richline Technical Services LLC. In some cases, however, manufacturers' purchasing restrictions and authorizations may apply.

Unless otherwise indicated, SYNNEX' standard commercial terms and conditions, as amended from time to time, apply to all sales. This letter of authorization does not purport to provide Richline Technical Services LLC any additional rights than those offered to them by each participating manufacturer.

If you require further information, please call me at (864) 349-4374.

Sincerely,

Ed Somers
Director, Public Sector

39 Pelham Ridge Drive, Greenville, South Carolina 29615
Tele: 864.349.4374 Fax: 510.360.6532 E-mail: eds@synnex.com

Freight
All standard commercial freight policies will apply. Possible assistance with freight will be determined on a case by case basis.

Pricing
Contract Pricing: 2% Discount from MSRP applicable to all manufacturing lines, with the exception of services. Please refer to the Services line card for a complete breakdown of specific costs associated with our services. Dealer is free to offer additional discounts from the established contract price.

Authorized Dealer Program
SYNNEX offers a Dealer Program that provides select reseller partners the ability to sell to NCPA members using this contract. The Dealer is authorized to invoice the NCPA member and accept payment on behalf of SYNNEX, subject to the following requirements:

- Dealer quote will include the NCPA contract price and your cost from SYNNEX.
- Enduser pricing can NOT exceed the NCPA Contract Price but can be discounted by the Dealer.
- Dealer must identify all NCPA quotes and orders to SYNNEX. Quotes can be obtained at NCPA@synnex.com.
- Both the Enduser and Dealer POs should reference the NCPA Contract number (NCPA 01-65). Dealer is responsible for maintaining a copy of these POs for audit purposes for up to 3 years following the date of that sale.
- Reseller must have a current account in good standing at SYNNEX and signed Dealer Agreement. To participate, please send request to NCPA@synnex.com.
- SYNNEX and manufacturers' standard commercial certifications/authorizations are required for participation.

SYNNEX Contacts
Team Contact: NCPA@synnex.com,
Heather Hunter: 1-800-456-4822, ext. 494064
Randy Finley: 1-800-456-4822, ext. 494390
Jennifer Koreniuk 1-800-456-4822, ext. 494079
Website: http://www.synnexcorp.com/us/govsolv/ncpa/

POS Reporting
Authorized Dealer must provide a POS of their sales under this contract to NCPA@synnex.com no later than the 5th day following the end of the preceding month using the template below. (SYNNEX is required to provide a monthly POS to NCPA by the 15th to reporting@ncpa.us.)

Entity Name	Zip Code	State	PO#/RFP#	Sale Amount

National Cooperative Purchasing Alliance

SYNNEX Contract #01-65

On August 1st, 2016 SYNNEX was awarded a NCPA contract for Cloud Collaboration and Storage Services. Under the original RFP Tab 8, there was included a clause for "Value Added Products and Services" which allows the vendor to add "any additional products/services available that the vendor currently performs in their normal course of business that is not included in the scope of this solicitation that will enhance and add value to this contract for all NCPA participating agencies".

NCPA has accepted the entire SYNNEX Line Card Catalog under this clause for Tab 8. This allows SYNNEX to provide not only Cloud Services under their contract but also extend out their entire catalog which will be a great benefit to NCPA participating agencies.

If there are any questions on this matter feel free to reach out to me directly at 832-477-3475 or by email at japplegate@ncpa.us. Thank you.

Sincerely,

Jonathan Applegate
Director, Operations

Tab 8 – Value Added Products and Services

- Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

AI-59538 **Purchasing Department** **26. E. 1.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Hector Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request approval to purchase Ten Guardian 190 G4 Professional Mosquito Control Sprayers (Vector Control Equipment) from ADAPCO, INC. through Buyboard Contract 447-14 with each sprayer priced at $7,331.00 totaling $73,310.00 through submitted Requisition #340538 and subject to compliance with HB 1295 when and if applicable.

BACKGROUND

Request done by Health Department. Shipping will be included in price.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-069-8-751

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

BUDGETARY IMPACT:

Req #340538 for Adapco, Inc.; funds available as of 4-27-17.

Attachments

1295 Request
1295
1295
Req#340538
Req#340538 Backup
Guardian Specs

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/26/2017 01:31 PM
Budget & Management	Veronica Ortiz	04/26/2017 01:36 PM
Ivan Cantu	Ivan Cantu	04/28/2017 02:15 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Hector Garcia		Started On: 04/25/2017 08:31 AM
Final Approval Date: 04/28/2017		

Zimbra **hector.garcia1@co.hidalgo.tx.us**

1295 Form

From : Hector A. Garcia <hector.garcia1@co.hidalgo.tx.us> Wed, Apr 26, 2017 09:57 AM
Subject : 1295 Form 1 attachment
To : Josie Escalante <josie.escalante@hchd.org>

Good Morning Josie,

We will be needing a 1295 from ADAPCO,INC to complete all the documents that are being requested for commissioners court. Could you please contact the vendor to see if they can provide us with that document? I have attached the link to the Texas Ethics Commission web page, that is where the 1295 will have to be created. When creating the 1295 please make sure to include the following on line#3 (REQUISITION#340538) it is very important to include that information. Once it has been completed if they cam email it to us so we can go ahead and acknowledge it on the Texas Ethics Commission web page. Please let me know if you have any questions.

Thank You!

--
Hector Garcia, Procurement Specialist II
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539
T:(956) 318-2626 x 4857
F:(956) 292-7612

--
Hector Garcia, Procurement Specialist II
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539

T:(956) 318-2626 x 4857
F:(956) 292-7612

--

Hector Garcia, Procurement Specialist II
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539
T:(956) 318-2626 x 4857
F:(956) 292-7612

HB1295_Info-Packet_Revised.pdf
783 KB

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:
2017-199008

Date Filed:
04/26/2017

Date Acknowledged:
04/27/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ADAPCO, LLC
SANFORD, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hildalgo County, TX

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.

REQUISITION#340538
Mosquito Control Related

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Special Professional Products, LLC	Sanford, FL United States	X	

5 Check only if there is NO Interested Party. ☐

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

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:
2017-199008

Date Filed:
04/26/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ADAPCO, LLC
SANFORD, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hildalgo County, TX

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.
REQUISITION#340538
Mosquito Control Related

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Special Professional Products, LLC	Sanford, FL United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

KATHRYN A RUSSELL
MY COMMISSION #FF061805
EXPIRES December 7, 2017
(407) 398-0153 FloridaNotaryService.com

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said JASON TRUMBETTA, this the 26TH day of APRIL, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath: KATHRYN RUSSELL | Title of officer administering oath: CONTRACT MANAGER

Requisition

Req # 00340538

PO #

Date: 04/12/17

Bill To: x
x

Vendor : 297984
ADAPCO, INC.
550 AERO LANE
SANFORD FL 32771-6342
FAX (866)330-9888

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: **JOSIE ESCALANT**
956-383-6221

Contract No: **BUYBOARD 447-14**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 447-14 EXPIRES 05.31.17 "VECTOR CONTROL" DO NOT DUPLICATE ORDER		
10.00	EACH	CO ASSET# 73221---73230 GUARDIAN 190 G4 ULV AERSOL MOSQUITO SPRAYER WITH 129HP KOHLER EFI ELECTRIC START ENGINE, 350 CFM BLOWER, 3 YEAR WARRANTY	7,331.00	73,310.00
		Account No	Encumbrance	
		7-1293-441-00-340-069-8-751	73,310.00	
			Freight	.00
			Total	73,310.00

Authorized By: _____

Req # 340538

azelis SPECIALTY AGRI/HORTI

ADAPCO INNOVATIVE MOSQUITO SOLUTIONS

Creating value, growing together

Date: 4/6/2017
Quotation #: LDH-040617.0
Customer ID: 22306

ADAPCO is pleased to provide the following quotation to:

Quotation To: **Hidalgo Co. Health Department**
Mr. Robert Serna
1304 S. 25th Ave.
Edinburg, TX 78539
robert.serna@hchd.org

Quotation valid until: 12/31/2017
Prepared by: Larry Heller

Comments or special instructions ***Active Buyboard Contract 447-14***

Description	Qty	Unit	Unit Price	Subtotal
Guardian™ 190 G4 ULV Aersol Mosquito Sprayer with 19hp Kohler EFI electric start engine, 350 CFM blower, 3-year warranty	10	Each	$ 7,331.00	$ 73,310.00
Shipping				Included
020-46				
		SUBTOTAL		$ 73,310.00

Freight prepaid on orders over $8,000.00. Terms Net 30 days. Please feel free to visit our website at www.MyADAPCO.com to view SDS and Labels and get other product information.

Should you have any questions or immediate needs, please contact me at 800-367-0659. We appreciate the opportunity to offer this quote and look forward to hearing from you soon.

Regards,

Larry Heller

Technical Sales Representative, Texas

6 Amelia Ct.
Montgomery, TX 77356
Direct: (877) 923-2726
Fax: (877) 460-2726
lheller@myadapco.com

D-1293-441-00-340-069-8-751

4/11/17

ADAPCO
550 Aero Ln
Sanford, FL 32771
www.myadapco.com

P 1 800 367 0659
www.azelisamericas.com

"Vector Control"

Item No	Item Description	Size	Weight		Pallet		Unit Price		Pkg Price	
MISC& OILS & BARRIER										
BARRIER SPRAYS										
ATSB3x5L	ATSB All Clear Toxic Sugar Bait 3x5liter Case	3x5LTR	46	LB	48	CS	$24.08	LTR	$361.20	CS
MAL57-2x2.5	PRENTOX 5LB MALATHION (57%)	2X2.5 CS	48	LB	39	CS	$41.80	GL	$209.00	CS
MAV-12	MAVRIK PERIMETER	12x8OZ CS	9	LB	154	CS	$34.85	BTL	$418.20	CS
PREN-4	PRENTOX 3% RESMETHRIN	4X1 GL CS	39	LB	48	CS	$116.79	GL	$467.16	CS
SUS-16	SUSPEND SC	16X1 PINT	20	LB	30	CS	$40.89	PT	$654.24	CS
SUSP-16	SUSPEND POLYZONE	16X1 PINT	20	LB	30	CS	$46.44	PT	$743.04	CS
WIS-4	WISDOM TC FLOWABLE	4X1 GL CS	45	LB	30	CS	$55.98	GL	$223.92	CS
WIS-12x1	WISDOM TC FLOWABLE	12x1QT CS	34	LB	30	CS	$21.70	QT	$260.40	CS
MISC										
BVAFLUSH-5	BVA MAXIMUM FLUSH	5 GL PL	42	LB	36	PL	$12.63	GL	$63.13	PL
BVAFLUSH-55	BVA MAXIMUM FLUSH	55 GL DR	503	LB	4	DR	$11.82	GL	$650.29	DR
DEL-24	DELTADUST INSECTICIDE	24X1 LB CS	26	LB	30	CS	$17.64	LB	$423.36	CS
DRIONE-8	DRIONE	8 X 1 LB CS	8	LB	50	CS	$49.26	LB	$394.08	CS
MXG-4X5	MAXFORCE GRANULAR FLY BAIT 4X5LB LB CASE	4X5LB CASE	21	LB	24	CS	$9.52	LB	$190.40	CS
EXT-25	EXTINGUISH FIRE ANT BAIT 25LB BG	25 LB BG	25	LB	20	BG	$9.64	LB	$241.00	BG
EXTPLUS-12	EXTINGUISH PLUS FAB 12X1LB CS	12X1 LB CS	17	LB	30	CS	$13.79	LB	$165.48	CS
EXTPLUS-4	EXTINGUISH PLUS FAB 4X4.5 LB CS	4X4.5 LB CS	18	LB	18	CS	$11.91	LB	$214.38	CS
EXTPLUS-25	EXTINGUISH PLUS FAB 25LB BG	25 LB BG	25	LB	18	BG	$9.29	LB	$232.25	BG
NPS16-72	NUVAN PROSTRIPS (CARTON OF 72)	72 CAGES	5	LB			$250.70	CTN	$250.70	CTN
NPS16-432	NUVAN PROSTRIPS (CASE OF 432)	6 X 72 CAGES	28	LB	40	CS	$1,504.21	CS	$1,504.21	CS
NPSP65-18	NUVAN PROSTRIPS PLUS (CARTON OF 18)	18 CAGES	5	LB			$180.92	CTN	$180.92	CTN
NPSP65-108	NUVAN PROSTRIPS PLUS (CASE OF 108)	6 X 18 CAGES	28	LB	48	CS	$1,085.50	CS	$1,085.50	CS
OILS										
CAL-5	CALPAR 80 ULV OIL	5 GL PL	42	LB	42	PL	$10.00	GL	$50.00	PL
CAL-55	CALPAR 80 ULV OIL	55 GL DR	503	LB	4	DR	$9.00	GL	$495.00	DR
SPRAYERS AND EQUIPMENT										
HANDHELD SPRAYERS										
B007	BULLET HAND HELD FOGGER	16x16x16	14	LB			$1,306.78	EA	$1,306.78	EA
MX404	MARUYAMA BACKPACK SPRAYER 4.0 GL	19x10x21	9	LB			$94.25	EA	$94.25	EA
MD300	MARUYAMA BACKPACK POWER DUSTER 30.2CC		20	LB			$713.99	EA	$713.99	EA
MM300	MARUYAMA BACKPACK POWER MISTER 30.1CC	14X16X24	16	LB			$0.00	EA	$683.39	EA
MM181	MARUYAMA BACKPACK POWER MISTER 64.7CC	15X19X24	25	LB			$0.00	EA	$785.39	EA
PIONEER ECO-Backpack	ADAPCO PIONEER BATTERY ULV/MIST BACKPACK SPRAYER		28	LB			$1,747.10	EA	$1,747.10	EA
PIONEER ECO-Handheld	ADAPCO PIONEER BATTERY ULV/MIST HANDHELD SPRAYER		28	LB			$1,018.15	EA	$1,018.15	EA
PIONEER SPARE BATTERY	ADDITIONAL LITHIUM ION SQUARE BATTERY		10	LB			$476.00	EA	$476.00	EA
ADAPCO GUARDIAN ULV FOGGERS										
55 ES W/O REMOTE (MOSQ)	GUARDIAN 55 ES -WITHOUT REMOTE		125	LB	1	EA	$2,800.00	EA	$2,800.00	EA
GUARDIAN 95 ES-FF	GUARDIAN 95ES - ENFORCER 9.5HP		350	LB	1	EA	$6,950.00	EA	$6,950.00	EA
GUARDIAN 190 ES-FF	GUARDIAN 190G4 - ENFORCER 19HP		500	LB	1	EA	$8,090.00	EA	$8,090.00	EA
MONITOR 4S	MONITOR 4 S		15	LB	1	EA	$5,500.00	EA	$5,500.00	EA
MONITOR LT W/O FLOW SWITCH	MONITOR LT (LARVICIDE TRACKING)			LB	1	EA	$1,278.90	EA	$1,728.90	EA
MONITOR LT	MONITOR LT (LARVICIDE TRACKING W/ FLOW EVENT)			LB	1	EA	$2,340.90	EA	$2,340.90	EA
RAMP TESTING SYSTEMS										
E1100	RAMP WEST NILE VIRUS READER		15	LB			$3,528.00	EA	$3,528.00	EA
E1101	RAMP WNV 100CT TEST KIT		5	LB			$1,963.50	EA	$1,963.50	EA
RA4040	RAMP PRINTER		2	LB			$591.33	EA	$591.33	EA
C2100	RAMP 200 CONTROL MODULE (CM)		4.4	LB			$3,263.40	EA	$3,263.40	EA
C3100	RAMP TEST MODULE - TWO TEST PORTS		4.4	LB			$2,772.00	EA	$2,772.00	EA
ACCESSORY KIT	RAMP ACCESSORIES PKG KIT		23	LB			$1,444.93	EA	$1,444.93	EA

Username Password

Log In

Forgot Username? Forgot Password? Create an Account

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

Adapco, LLC

550 Aero Ln
Sanford, FL, 32771-6342 ,
UNITED STATES

DUNS: 148050800 CAGE Code: 0LM71
Status: Active

Expiration Date: 04/11/2018
Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: Adapco, LLC
Business Type: Business or Organization
Last Updated By: Kathy Russell
Registration Status: Active
Activation Date: 04/11/2017
Expiration Date: 04/11/2018

Exclusion Summary

Active Exclusion Records? No

Skrqh=#;3309<805<4<
Id{=#;3305440787
Hp dlo#DqirC ex|erdug1frp
Z hdfrp h#LIZA#^#Orj#Rii#`#

Vendor Contract Information

Back

Vhdufk=#

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Yhqgruw
ADAPCO, Inc.[X]
Sulfh#Udqjh
Show all prices
Fdwhjru|
None Selected
Frqwudfw
None selected

Additional Searches:

Vhdufk#e|#Yhqgru

Eurzvh#Frqwudfwv

Dqqlwrqdd#Uhvrxufhv

Vendor Name:	ADAPCO, Inc.
Address:	550 Aero Lane Sanford, FL 32771
Phone Number:	(800) 367-0695
Email:	orders@myadapco.com
Website:	http://www.myadapco.com
Federal ID:	59-2574523
Contact:	Kathy Russell
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	No
Contract Name:	Grounds Maintenance Equip. & Irrigation Parts, Supplies & Installation
Contract Description:	Golf/turf; tractors; front, wide area, zero turn, walk behind mowers; utility vehicles; cutters/shredders; sprayers; hand held equipment; sweepers; fertilizers/conditioners; residential/commercial irrigation; aerating; service/repair & installation
Contract#:	447-14
Effective Date:	06/01/2014
Expiration Date:	05/31/2017
Payment Terms:	Net 30 days
Delivery Days:	7
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	447-14
Return Policy:	No returns
Additional Dealers:	ADAPCO, Montgomery TX; Cascio Storage & Warehouse, Greenville MS

Contract Documents

EDGAR Notice:	**Click to view EDGAR Notice**
Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**
Construction Services Advisory:	**Click to view the Construction Related Goods and Services Advisory**

Frqwdfw#xv#;3309<805<4<#

Guardian ULV

The Guardian line of ULV sprayers from ADAPCO

Guardian 190 G4

The Guardian 190 G4 sets a new standard in professional mosquito control. Built to endure the most rigorous application needs, this ULV workhorse employs advanced aerosol generator technology and is outfitted with the highest quality components and key features.

- 19 HP Kohler Twin Cylinder Electronic Fuel Injected (EFI) engine
- 3 Year Limited Warranty
- 12 gallon EPA-compliant fuel tank
- 350 CFM Dresser ROOTS high output blower
- Vectored Air Atomization Technology (VAAT)
    - Laser Tested Aluminum Alloy Nozzle
- Oversized lockable pump box for easy calibration and maintenance
- Fixed flow FMI pump in-cab control is standard with optional upgrading available with ADAPCO's **Monitor 4S** application tracking system

Guardian 95 ES

ADAPCO offers high performance in a compact design with the Guardian 95 ES. Ideal for less demanding programs or private applicators, the 95 ES is a dependable, professional quality sprayer with a budget-friendly price. This machine offers a space saving footprint.

- 9 HP Honda OHV fuel efficient engine
- 175 CFM Dresser ROOTS high output blower
- Vectored Air Atomization Technology (VAAT)
    - Laser Tested Aluminum Alloy Nozzle
- Oversized lockable pump box for easy calibration and maintenance
- Fixed flow FMI pump in-cab control is standard with optional upgrading available with ADAPCO's **Monitor 4S** application tracking system
- In-cab remote pendent provides spray switch control, engine off and hot start ignition

Guardian 55 ES

The GUARDIAN 55 ES is ADAPCO's solution for professional-quality mosquito and flying insect control on a practical budget. Perfectly sized to easily spray golf courses, barn & stable areas, and other low output areas. The 55 ES has a lightweight design with a compact footprint.

- 5.5 HP commercial quality fuel efficient Honda engine
- Portable, lightweight aluminum construction
- Aluminum compressor with cast iron cylinder pressure gauge
- 2.5 gal formulation tank or drop in a 2.5 gal RTU jug with included cap & pickup tube
- Flow rates adjustable with stainless steel orifice disks
- Optional wired remote available

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ADAPCO INNOVATIVE MOSQUITO SOLUTIONS

Creating value, growing together

Guardian ULV Aerosol Generator Specifications

Engine	55 ES	95 ES	190 G4
Make, Model	Honda GX series, horizontal shaft	Honda GX270, horizontal shaft	KOHLER Command PRO® EFI ECH630, horizontal shaft
Horse Power	5.5	9.0	19.0
Type	Air cooled, 4 stroke, OHV, Single Cylinder	Air cooled, 4 stroke, OHV, Single Cylinder	Air cooled, 4 stroke, OHV, V-twin Cylinder
Displacement	N/A	17.5 cu. inch (286 cc)	42 cu. inch (694 cc)
Ignition System	Transistorized magneto	Solid State	Solid State
Starting System	Recoil start	Recoil & electric start	Electric start
Fuel	Unleaded gasoline	Unleaded gasoline	Unleaded gasoline
Throttle Control	Manual	Manual	Solenoid acutator 12V dc
Choke Control	Manual	Manual	N/A
Hour Meter	Optional	Optional	Optional
Driver Couple	Single V-belt	Double, Single V-belt	Triple V-belt
Blower/Air Source	**55 ES**	**95 ES**	**190 G4**
Make, Model	Chinook K12 Air compressor	Dresser-ROOTS URAI-33UJ	Dresser-ROOTS URAI-45UJ
Diameter: Outlet/drive shaft	.50” (1/2”) outlet, tapered shaft	2” NPT/ .75” (3/4”) shaft	2.5” NPT/ .875” (22.22 mm) shaft
Max Performance	1200 RPM, 150 PSIG, 3.97 ACFM @100 PSI	3550 RPM, 4 PSIG=186 CFM, 9PSIG=169 CFM	3550 RPM, 4 PSIG=379 CFM, 9PSIG=354 CFM
Configuration	Horizontal with 10” flywheel	Horizontal mount, LH drive	Horizontal mount, LH drive
Capacities	**55 ES**	**95 ES**	**190 G4**
Fuel	.95 Gal (3.6 liters)	1.5 Gal (5.68 liters)	12 Gal (45.4 liters)
Formulation	2.5 Gal (9.46 liters)	15 Gal (56.7 liters)	15 Gal (56.7 liters)
Flush	N/A	1.5 Qts (1.42 liters)	2.0 Qts (1.9 liters)
Engine Oil	1 Qt (.94 liter)	1 Qt (.94 liter)	1.5 Qts (1.4 liters)
Blower/compressor oil	15 oz (443.5 ml)	N/A	N/A
Nozzle	**55 ES**	**95 ES**	**190 G4**
Model	High Pressure BEET XA series	Vector Air Atomization (VAAT) 2”	Vector Air Atomization (VAAT) 3”
Material	Nickle plated brass	Aluminum 6061-T6, 2 piece	Aluminum 6061-T6, 2 piece
Formulation Feed	Siphon feed	Rear center, 1/4” OD SS tube, 1/4” NPT	Rear center, 3/8” OD SS tube, 3/8” NPT
Atomization	KLD-DC IV laser tested, meets or exceeds EPA PR-205 recommendations	KLD-DC IV laser tested, meets or exceeds EPA PR-205 recommendations	KLD-DC IV laser tested, meets or exceeds EPA PR-205 recommendations
Flow Control/Options	**55 ES**	**95 ES**	**190 G4**
Pump std: Make, Model	Siphon feed through 9 different sizes of orifice disks, flow from 1.3 - 6.9 oz/min	FMI-QB (Fixed Flow) Positive Displacement 3/8” Piston, 12V dc	FMI-QB (Fixed Flow) Positive Displacement 3/8” Piston, 12V dc
Pump opt: Make, Model	Manual On/Off valve or Optional remote	N/A	N/A
In-cab Control	N/A	Remote engine start/stop, flush, spray on/off	Remote engine start/stop, flush, spray on/off
Monitor 4s: Variable flow, Location & Flow recording	N/A	Optional with FMI pump	Optional with FMI pump
Dimensions	**55 ES**	**95 ES**	**190 G4**
Length	34.2 inches (86.8 cm)	37.75 inches (95.9 cm)	47 inches (119.4 cm)
Width	15.65 inches (39.7 cm)	29.75 inches (75.6 cm)	40 inches (101.6 cm)
Height	17 inches (43.1 cm)	27 in (68.6 cm) nozzle up to 32 in (81.3 cm)	29.9 in (75.9 cm) nozzle up to 43.2 in (109.7 cm)
Weight (empty)	85 lbs (38.55 kg)	350 lbs (158.7 kg)	490 lbs (222.2 kg)
Guages	**55 ES**	**95 ES**	**190 G4**
Formulation	Visual transluscent poly tank	N/A	N/A
Air Pressure	0-160 PSI (11.03 bar), glycerin filled, panel mount with pressure switch pump lockout	0-15 PSI (1.03 bar), glycerin filled, panel mount with pressure switch pump lockout	0-15 PSI (1.03 bar), glycerin filled, panel mount with pressure switch pump lockout

ADAPCO
550 Aero Ln
Sanford, FL 32771
info@myadapco.com
P 1 800 367 0659
www.myadapco.com

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ADAPCO™ INNOVATIVE MOSQUITO SOLUTIONS

Creating value, growing together

AI-59484 **Purchasing Department** **26. F. 1.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of "sealed quotes" received for the purpose of award and approval of contract documentation to the responsible vendor submitting the lowest and best quote [while meeting all specifications and/or requirements as attached hereto] but in no event to exceed the statutory bid threshold of $50K for: Hidalgo County SHERIFF'S OFFICE "DNA TESTING LAB SERVICES - RFSQ-2017-054-04-13-TDL"

BACKGROUND

1. Four (4) quote packets requested and distributed;
2. Two (2) received timely;
3. Recommended vendor BODE CELLMARK FORENSICS, INC.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-280-001-0-339

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

BUDGETARY IMPACT:

Funds available as of 4-25-17.

Attachments

Participation Sheet
Tabulation Sheet
Recommendation Memo
1295 Form
Contract
Legal Approval
insurance

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/25/2017 10:51 AM
Budget & Management	Veronica Ortiz	04/25/2017 10:57 AM
Ivan Cantu	Ivan Cantu	04/25/2017 04:19 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Tanya Delira Started On: 04/19/2017 03:28 PM
Final Approval Date: 04/28/2017

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: April 13, 2017 | **BID OPENING TIME: 11:00 A.M.**

DEPARTMENT/BID DESCRIPTION: *Hidalgo County Sheriff's Office-DNA Testing Lab Services*

BID NO.: 2017-054-04-13-TDL | **Buyer: Tanya De Lira**

	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	EMR	Tanya De Lira	03/27/17	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	Tanya De Lira	03/27/17	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	Tanya De Lira	03/2717	2511 South West Temple Salt Lake City, UT 84115 pmacchia@sorensonforensics.com Cell 801-828-6298
4)	BODE CELLMARK FORENSICS, INC	EMR	Tanya De Lira		10430 Furnace Rd, Suite 107 Lorton, VA 22079 contracts@bodetech.com p-703-646-9875 f-703-646-9741
5)		EMR			
6)		EMR			
7)		EMR			

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

Department Name/Description of Project: ***Hidalgo County Sheriff's Office–DNA Testing Lab Services"***

BID OPENING DATE: April 13, 2017 **BID OPENING TIME: 11:00 A.M.**

BID No.: 2017-054-04-13-TDL **BUYER: Tanya De Lira**

PARTICIPATING VENDORS

BIOLOGICAL FLUIDS	BODE CELLMARK FORENSICS, INC. LORTON, VA				NMS LABS Willow Grove PA			
	DNA Analysis Time within 21-28 Business Days Y √ N —				DNA Analysis Time within 21-28 Business Days Y √ N —			
	STR	Y-STR	MINIFILER	MITOCHONDRIAL analysis time within 60 days	STR	Y-STR	MINIFILER	MITOCHONDRIAL analysis time within 60 days
BLOOD	$685.00	$785.00	$785.00	$1700.00	$630.00	$630.00	$1,050.00	U/S $2,646.00 R/S $1,595.00
SEMEN	$810.00	$810.00	$385.00	$1700.00	$630.00	$630.00	$1,050.00	U/S $2,646.00 R/S $1,595.00
HAIR	$810.00	$785.00	$785.00	$1700.00	$630.00	$630.00	$1,050.00	U/S $2,646.00 R/S $1,595.00
CELLULAR MATERIALS	$735.00	$785.00	$785.00	$1700.00	$630.00	$630.00	$1,050.00	U/S $2,646.00 R/S $1,595.00
BONE	$1200.00	$1200.00	$1185.00	$2100.00	$630.00	$630.00	$1,050.00	U/S $2,646.00 R/S $1,595.00
TEETH	$1200.00	$1200.00	$1185.00	$1700.00	$630.00	$630.00	$1,050.00	U/S $2,646.00 R/S $1,595.00
MUSCULAR TISSUE	$685.00	$785.00	$1185.00	$1700.00	$630.00	$630.00	$1,050.00	U/S $2,646.00 R/S $1,595.00
PATERNITY TESTING	$485.00	$785.00	$785.00	$1700.00	$1,260.00	$1,260.00	$1,680.00	U/S $2,646.00 R/S $1,595.00
SEXUAL ASSAULT TESTING	$760.00	$785.00	$385.00	$1700.00	$1,475.00*	$1,475.00*	N/A**	N/A*
DNA Profile From Known Source To Unknown Source	$435.00	$785.00	$785.00	$1700.00	$1,260.00	$1,260.00	$1,680.00	U/S $2,646.00 R/S $1,595.00
TOTAL / AVG	**$7805.00**	**$8705.00**	**$8250.00**	**$17,400.00**	**$8405.00**	**$8405.00**	**$10,710.00**	**$19,084.50.00**
OVERALL	**$42,160.00**				**$ 46,604.50**			

ADD'L TESTS

1. Cost line for sexual assault testing is per item; i.e. oral, vaginal and anal swabs would count as 3 items.
2. Screening charges, if needed: $120.00 / sexual assault kit item; $120.00 for small items; $240.00 for large items
3. Expert testimony: $1,800.00 per day plus expenses

U/S –UNKNOWN SAMPLE

R/S-REFERENCE SAMPLE

ADD'L INFORMATION:

*Sexual assault price includes the serology work for processing one sexual assault kit containing up to 5 pieces of evidence, 3 items of serology, and the STR or Y-STR of analysis of 2 samples.

**Minifier and Mitochondrial chemistries would not be necessary to complete sexual assault analysis

All other testing will be billed at the 2017 NMS Labs Crime Lab fee schedule (included at the end of this Section 3).

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 (included at the end of this Section 3).

		Pre-paid FexEx 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 Hidalgo County Sheriff's Office at no charge.

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: Hidalgo County Sheriff's Office

FROM: Tanya De Lira, Buyer III
Hidalgo County Purchasing Department

Date: April 17, 2017

RE: Recommendation Memo - Hidalgo County Sheriff's Office "DNA Testing Lab Services"
RFSQ No. 2017-054-04-13-TDL

We have received two (2) qualified bidders 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 **Wednesday, April 19, 2017 @ 10:00 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)-292-7612 or via email to: tanya.delira@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4878. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. BODE CELLMARK FORENSICS, INC.	
2. NMS LABS	
3.	
4.	
5.	

Please include the budget account number(s) for the above reference project.
Budget Acct No.: 7-1100-421-00-280-001-0-339

	Raul Garcia	Hidalgo County S.O.	4/17/17
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

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:
2017-196267

Date Filed:
04/21/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bode Cellmark Forensics, Inc.
Lorton, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The County of Hidalgo, TX

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 # 2017-053-04-13-TDL
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.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mike Carola, this the 24th day of April, 2017, to certify which, witness my hand and seal of office.

Karen H Bennett — Signature of officer administering oath

KAREN H Bennett — Printed name of officer administering oath

Notary — Title of officer administering oath

KAREN HOPE BENNETT COMMONWEALTH OF VIRGINIA NOTARY PUBLIC

Karen Hope Bennett
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7510687
My Commission Expires
May 31, 2019

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:
2017-196267

Date Filed:
04/21/2017

Date Acknowledged:
04/24/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Bode Cellmark Forensics, Inc.
Lorton, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
The County of Hidalgo, TX

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 # 2017-053-04-13-TDL
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.

_____
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-17-054-05-02

THIS CONTRACT is made and entered into this **2ND** day of **May 2017** by and between the **County of Hidalgo, Texas** ("County") and **BODE CELLMARK FORENSICS, INC.** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Quotes (RFSQ) for: **"DNA TESTING LAB 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 7th , 2017** and expiring on **June 6th 2018** and County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the en104d 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 third party claims, damages, losses, and expenses including reasonable 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:

BODE CELLMARK FORENSICS, INC.
Attn: Michael Cariola, General Manager
10430 Furnace Road, Suite 107
Lorton, Virginia 22079

With a copy to	Laboratory corporation of America Holdings 531 South Spring Street Burlington, NC 27215 Attn: Legal Department

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 either party 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 _____, 2017.

Approved by Commissioner's Court: _____, 2017.

APPROVED AS TO FORM
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By:_____
Victor M. Garza, Assistant District Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

COMPANY:

By: Bode Cellmark Forensics, Inc.

Printed Name: Attn: Michael Cariola,

Title: General Manager

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

March 27, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY Sheriff's Office**
Request for Sealed Quotes -**"DNA Testing Lab Services"**
RFSQ Bid No: 2017-054-04-13-TDL

Dear Gentleman/Ladies:

Enclosed, please find the Request for Sealed Quotes (RFSQ) packet. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Sealed Quotes process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4878.

Sincerely,

Tanya De Lira, Buyer III
Hidalgo County Purchasing Department

Enclosures

HIDALGO COUNTY PURCHASING
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 381-2626/ Fax: (956) 292-7612

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REQUEST FOR SEALED QUOTES (RFSQ)
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
RFSQ NO. 2017-054-04-13-TDL

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The above mentioned items shall be found in this Request for Sealed Quotes-(RFSQ) - packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact The Purchasing Dept. by calling (956)318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Tanya De Lira, Buyer III

03/27/2017

Date

RFSQ: 2017-054-04-13	Name: Tanya De Lira, Buyer III	Tel. No: (956) 318-2626 ext 4878

REQUEST FOR SEALED QUOTES

"DNA TESTING SERVICES"
HIDLAGO COUNTY SHERIFF'S OFFICE
RFSQ NO.: 2017-054-04-13-TDL

DUE DATE:
APRIL 13, 2017
At 11:00 A.M.

Contact Person:
Tanya De Lira, Buyer III
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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. RFSQs should address all specifications set forth. Participants 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 RFSQ.

2. All RFSQs 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: 2017-054-04-13-TDL - HIDALGO COUNTY SHERIFF'S OFFICE–"DNA TESTING LAB SERVICES"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **ON OR BEFORE THURSDAY APRIL 13, 2017 at 11:00 A.M. FACSIMILES, EMAILS OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFSQ No: 2017-054-04-13-TDL, HIDALGO COUNTY SHERIFF'S OFFICE –"DNA TESTING LAB SERVICES"** Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your quote:

   1. **Legal Notice (See page 9);**
   2. **Quote Page – Procurement Form – Areas of Specialization (See Exhibit "B");**
   3. **Insurance pages with Acknowledgment Forms (See Exhibit "C");**
   4. **Form CIQ-Conflict of interest Questionnaire (See Exhibit "D");**
   5. **Vendor Bidder Application & W-9 forms (See Exhibit "E");**
   6. **Certification Regarding Debarment (See Exhibit "F"); and**
   7. **Exhibit "G" Title VI Appendices "A" through "E"**
   8. **SAMS.gov Registration Acknowledgement (See Number 18 below).**

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 RFSQs 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. D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

4. The Participant shall not substitute items named in the RFSQ 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 Participant, or to reject all RFSQs 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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

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 RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

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 RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditors Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Tanya De Lira, Buyer III
(956) 318-2616 Ext.4878

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.
  e) Contract number must be indicated on all invoices
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX. 78542
(956) 383-8114

17. **Schedule of Events**

Sealed Quote Opening, 11:00 AM	**APRIL 13, 2017**
Award of Contract	**, 2017**
Commence Work or Deliver Products	**, 2017**

18. ~~RFSQ or Performance Bond; Payment under Contract. : if applicable for public works projects):~~.

~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~ All Participants 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. **Register at SAMs System for Award Management @ www.sam.gov**.

~~. Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFSQ, 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. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all
bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. **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.

21. 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 participant 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

22. **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 RFSQ No.: 2017-054, 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 tanya.delira@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.

23. 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.

24. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, 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.

26. Successful Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages

and benefits as required by Federal or State law. Successful Participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27. Any contract award to a successful Participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

28. 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.

29. 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.

30. 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 RFSQs 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.

31. 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.

32. 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"
RFSQ No: 2017-054-04-13-TDL

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Tanya De Lira, Buyer III
Physical Address: 2802 S. Business Hwy. 281 - 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 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 RFSQ, 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 RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant:	
Address:	
By:	
Printed Name:	
Title:	

Must be submitted with the quote

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
"DNA TESTING LAB SERVICES"
RFSQ No: 2017-054-04-13-TDL

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: Tanya De Lira AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO tanya.delira@co.hidalgo.tx.us and NO LATER THAN, WEDNESDAY, April 05, 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 07 , 2017 AT 5:00 P.M.

EXHIBIT "B"

Sealed Quote Page

Hidalgo County Sheriff's Office

"DNA Testing Lab Services"

RFSQ No: 2017-054-04-13-TDL

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: 2017-054-04-13-TDL

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: 2017-054-04-13-TDL

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.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE	

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. 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 email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. 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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession

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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor[4]
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 Regulations 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 2.

[4] 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, 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 (TIGTA) 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 "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR SEALED QUOTES
DNA Testing Lab Services

RFSQ No.: 2017-054-04-13-TDL

RFSQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFSQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "B" Quote Page

_____ Exhibit "C" – Insurance and Project Acknowledgement forms

_____ Exhibit "D" -CIQ Form - Copy of Co. Clerk Recording fee receipt (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

EXHIBIT "B"

VENDOR'S SEALED QUOTE

EXHIBIT "B"

Sealed Quote Page

Hidalgo County Sheriff's Office

"DNA Testing Lab Services"

RFSQ No: 2017-054-04-13-TDL

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	$685.00	$785.00	$785.00	$1700.00
Semen	$810.00	$810.00	$385.00	$1700.00
Hair	$810.00	$785.00	$785.00	$1700.00
Cellular Materials	$735.00	$785.00	$785.00	$1700.00
Bone	$1200.00	$1200.00	$1185.00	$2100.00
Teeth	$1200.00	$1200.00	$1185.00	$1700.00
Muscular Tissue	$685.00	$785.00	$1185.00	$1700.00
Paternity Testing	$485.00	$785.00	$785.00	$1700.00
Sexual Assault Testing	$760.00	$785.00	$385.00	$1700.00
DNA Profile From Known Source To Unknown Source	$435.00	$785.00	$785.00	$1700.00

(1) Testing for enhanced STR, Y-STR and Minifiler will be completed in 21-28 business days. Mitochondrial DNA testing will be completed in 60 days.
(2) Cost line for sexual assualt testing is per item; i.e. oral, vaginal and anal swabs would count as 3 items.(3) Screening charges, if needed: $120 /sexual assualt kit item; $120 for small items; $240 for large items
(4) Expert testimony: $1,800 per day plus expenses

EXHIBIT "B"

Sealed Quote Page

Hidalgo County Sheriff's Office

"DNA Testing Lab Services"

RFSQ No: 2017-054-04-13-TDL

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: Bode Cellmark Forensics, Inc.*

ADDRESS: 10430 Furnace Road, Suite 107

CITY/STATE/ZIP CODE: Lorton, Virginia 22079

PHONE & FAX NO'S: Phone 703-646-9876 Fax 571-348-2749

CELLULAR NO: Please use the phone number above

E-MAIL ADDRESS: Mike.Cariola@bodetech.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Michael Cariola

TITLE General Manager

*A wholly owned subsidiary of Laboratory Corporation of America Holdings

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/01/2016

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 Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 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:	ACE American Insurance Company	22667
INSURER B:	Westchester Surplus Lines Ins Co	10172
INSURER C:	ACE Fire Underwriters Insurance Co.	20702
INSURER D:	Indemnity Insurance Co of North America	43575
INSURER E:		
INSURER F:		

INSURED
Bode Cellmark Forensics, Inc.
10430 Furnace Road, Suite 107
Lorton VA 22079-0000 USA

COVERAGES **CERTIFICATE NUMBER:** 570064329989 **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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HDOG27859835	11/01/2016	11/01/2017	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 $1,000,000 $1,000,000 $2,000,000 $1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H0905022A	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			G27524485003	11/01/2016	11/01/2017	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
D C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC49105940 SCFC49105939 Workers Compensation - WI WLRC49105927 Workers Comp - CA & MA	11/01/2016 11/01/2016 11/01/2016	11/01/2017 11/01/2017 11/01/2017	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
A	E&O-PL-Primary			HDCG27859847 Claims Made	11/01/2016	11/01/2017	Each Claim Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER

Bode Cellmark Forensics, Inc.
10430 Furnace Road, Suite 107
Lorton VA 22079-0000 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 Northeast, Inc.

Holder Identifier :

Certificate No : 570064329989

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Insurance Requirement Acknowledgment

I, Michael Cariola, authorized representative for Bode Cellmark Forensics, Inc.*;
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.

_____ April 11, 2017.
Authorized Representative
Michael Cariola, General Manager

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

*A wholly owned subsidiary of Laboratory Corporation of America Holdings

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:
2017-196267

Date Filed:
04/21/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bode Cellmark Forensics, Inc.
Lorton, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The County of Hidalgo, TX

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 # 2017-053-04-13-TDL
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.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mike Carola, this the 24th day of April, 2017, to certify which, witness my hand and seal of office.

Karen H Bennett — Signature of officer administering oath

KAREN H Bennett — Printed name of officer administering oath

Notary — Title of officer administering oath

KAREN HOPE BENNETT COMMONWEALTH OF VIRGINIA NOTARY PUBLIC

Karen Hope Bennett
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7510687
My Commission Expires
May 31, 2019

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:
2017-196267

Date Filed:
04/21/2017

Date Acknowledged:
04/24/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Bode Cellmark Forensics, Inc.
Lorton, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
The County of Hidalgo, TX

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 # 2017-053-04-13-TDL
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.

_____
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

Zimbra **tanya.delira@co.hidalgo.tx.us**

RE: C-17-054-05-02- C-17-054-05-02

From : Steve Crain <scrain@atlashall.com> Mon, Apr 24, 2017 02:04 PM
Subject : RE: C-17-054-05-02- C-17-054-05-02
To : 'Tanya De Lira' <tanya.delira@co.hidalgo.tx.us>

The agreement is OK.

From: Tanya De Lira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Monday, April 24, 2017 1:28 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Tanya De Lira <tanya.delira@co.hidalgo.tx.us>
Subject: C-17-054-05-02- C-17-054-05-02

Mr. Crain,
Attached, please find the contract for the Sheriff's Office DNA Testing Lab Services for your review and approval.

Thank you

Tanya De Lira, Buyer III

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
O 956 292 7000 x 4878
F 956 292 7612

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/24/2017

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 Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 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:	ACE American Insurance Company	22667
INSURER B:	ACE Fire Underwriters Insurance Co.	20702
INSURER C:	Indemnity Insurance Co of North America	43575
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Bode Cellmark Forensics, Inc.
10430 Furnace Road, Suite 107
Lorton VA 22079-0000 USA

COVERAGES **CERTIFICATE NUMBER:** 570066220266 **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	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			HDOG27859835	11/01/2016	11/01/2017	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 $1,000,000 $1,000,000 $2,000,000 $1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H0905022A	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
C B A	**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		WLRC49105940 SCFC49105939 Workers Compensation - WI WLRC49105927 Workers Comp - CA & MA	11/01/2016 11/01/2016 11/01/2016	11/01/2017 11/01/2017 11/01/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage. RE: Bid No. 2017-054-04-13-TDL, 10430 Furnace Road, Suite 107, Lorton, VA 22079.

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 Northeast, Inc.

Holder Identifier :

Certificate No : 570066220266

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AI-59567 **Purchasing Department** **26. G. 1.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Amendment #2 to construction contract # C-16-238-07-19 with Herrcon, LLC for the Construction of Space Pressure Control at the Autopsy Facility to reflect correct liquidated damages amount.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

fiscal impact addressed in retainage

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-419-40-220-045-0-452

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

BUDGETARY IMPACT:

PO No. 750032

Attachments

amnd 2 spc prs

legal ok

1295

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/26/2017 03:43 PM
Budget & Management	Veronica Ortiz	04/26/2017 03:57 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Yvette Salinas		Started On: 04/26/2017 10:26 AM
Final Approval Date: 04/28/2017		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT #2
TO CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR,
C-16-238-07-19

This AMENDMENT to the Construction Contract, between **HERRCON, LLC** ("the Contractor") and **HIDALGO COUNTY, TEXAS** ("Owner"), effective 2nd day of May, 2017, is made between the Contractor and the Owner, (the "Amendment"), as follows:

WHEREAS, Contractor and Owner executed that certain Construction Contract between Contractor and the Owner dated July 19, 2016 (the "Contract"), in which the Contractor agreed to provide construction services for the Construction of Space Pressure Control at Autopsy Facility;

WHEREAS, Contractor and Owner now require an amendment to "CONSTRUCTION CONTRACT" and

WHEREAS, Contractor and Owner now desire to amend the Contract as herein after provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor hereby agree to the following Amendment to the Contract:

1. In Paragraph 4 the second sentence of the paragraph shall be deleted and the following substituted in lieu thereof:

   > The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $100.00 for each consecutive calendar day thereafter.

2. Except as amended and or modified herein, all terms and conditions of the Contract, as amended by this agreement, remain in full force and effect and Contractor and Owner ratify and confirm the terms and provisions of the Contract, as amended herein.

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

HERRCON, LLC

_____
Gilbert Herrera, President

HIDALGO COUNTY, OWNER

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

Zimbra **yvette.salinas@co.hidalgo.tx.us**

HER-CON Amendment

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Wed, Apr 26, 2017 10:03 AM
Subject : HER-CON Amendment
To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>,
Martha Salazar <martha.salazar@co.hidalgo.tx.us>,
Glinda Pacheco <glinda.pacheco@co.hidalgo.tx.us>

Ms. Salinas,

our office recieved your draft proposed amendment. At this time, I see no revisions necessary. As such, our office approves as to the form of the amendment.

sincerely,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

****

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

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:
2016-90254

Date Filed:
07/26/2016

Date Acknowledged:
07/26/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Herrcon, LLC
McAllen, 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

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.

2016-238-06-29-YSS
2016-238-06-29-YSS Construction of Space Pressure Control at Autopsy Facility

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

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:
2016-90254

Date Filed:
07/26/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Herrcon, LLC
McAllen, 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

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.
2016-238-06-29-YSS
2016-238-06-29-YSS Construction of Space Pressure Control at Autopsy Facility

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.

NOTARY PUBLIC STATE OF TEXAS
DOMINGO PEQUENO
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-30-2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said President, this the 26th day of July, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Domingo Pequeno — Printed name of officer administering oath | MANAGER — Title of officer administering oath

AI-59555 **Purchasing Department** **26. H. 1.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting authority to Rescind action taken by CC on 4/18/17 thru Regular AI-59291 as it is in the best interest of the County to do so in order to have most common pre-cast safety end treatments available for end users;

B. Presentation of the sole responsible vendor L & R Pre-Cast Concrete Works, Inc. submitting the lowest and best bid to a number of items [meeting all specifications and/or requirements-as detailed in the supporting documentation contained herein] for the purpose of award and approval of contract for the Request for Bids titled: Hidalgo County - "Pre-Cast Safety End Treatment" through project No.: 2017-047-04-05-FAZ including compliance with HB 1295 when and if applicable;

C. Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirements agreement, etc.) as attached hereto for all other sizes still needed for which no bids were received: Hidalgo County "Pre-Cast Safety End Treatments" - RFB No.: 2017-047a-00-00-FAZ, including the re-advertisement of project if necessary.

BACKGROUND

Award

1. 5 packets sent out - (1) response
2. Current contract expires: April 30, 2017
3. New contract commences: May 2, 2017
4. Contract document was reviewed and approved as to form by Legal Counsel.

New Project

Proposed schedule of events:

1st Advertisement: May 6, 2017

2nd Advertisement: May 13, 2017

Bid Opening date: May 24, 2017

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding to be identified by user department on an "as needed" basis.

Attachments

Tabulation Sheet
Participating Log
Contract Agreement
Legal's Approval
HB 1295 Signed, Notarized & Acknowledged
DRAFT LEGAL NOTICE
DRAFT CONTRACT

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/26/2017 05:22 PM
Budget & Management	Veronica Ortiz	04/27/2017 08:32 AM
Budget & Management	Veronica Ortiz	04/27/2017 08:32 AM
Ivan Cantu	Ivan Cantu	04/27/2017 02:28 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Matilde Faz		Started On: 04/25/2017 03:12 PM
Final Approval Date: 04/28/2017		

HIDALGO COUNTY (All funding sources, programs & entities)
TABULATION SHEET
"PRE-CAST SAFETY END TREATMENT"
RFB No.: 2017-047-04-05-FAZ

TYPE II RIPRAP-PSET-RR

COMPANY'S NAME		(SOLE BIDDER) L & R Per-Cast Concrete Works, Inc.	
SIZE	SLOPE	UNIT PRICES	
		RIPRAP PSET-RR	PIPE RUNNER
15"	6-1	No bid	No bid
15"	4-1	No bid	No bid
15"	3-1	No bid	No bid
18"	6-1	No bid	No bid
18"	4-1	No bid	No bid
18"	3-1	No bid	No bid
24"	6-1	No bid	No bid
24"	4-1	No bid	No bid
24"	3-1	No bid	No bid
30"	6-1	No bid	No bid
30"	4-1	No bid	No bid
30"	3-1	No bid	No bid
Additional Fees: (If Any)		NONE	

TYPE II CROSS DRAINAGE PSET-SC & PSET-RC

COMPANY'S NAME		(SOLE BIDDER) L & R Per-Cast Concrete Works, Inc.		
SIZE	SLOPE	UNIT PRICES		
		PSET-SC	PSET-RC	PIPE RUNNERS
15"	6-4		No bid	
15"	4-1		No bid	
15"	3-1		No bid	
18"	6-1	500.00	No bid	350.00
18"	4-1	420.00	No bid	300.00
18"	3-1		No bid	
24"	6-1	840.00	No bid	600.00
24"	4-1	620.00	No bid	550.00
24"	3-1		No bid	
30"	6-1	1,250.00	No bid	900.00
30"	4-1	1,040.00	No bid	850.00
30"	3-1		No bid	
Additional Fees: (If Any)		NONE		

HIDALGO COUNTY (All funding sources, programs & entities)
TABULATION SHEET
"PRE-CAST SAFETY END TREATMENT"
RFB No.: 2017-047-04-05-FAZ

TYPE II PARALLEL DRAINAGE -PSET-RP

COMPANY'S NAME		(SOLE BIDDER) L & R Per-Cast Concrete Works, Inc.	
SIZE	SLOPE	UNIT PRICES	
		PSET-RP	PIPE RUNNER
15"	6-1	No bid	No bid
15"	4-1	No bid	No bid
15"	3-1	No bid	No bid
18"	6-1	No bid	No bid
18"	4-1	No bid	No bid
18"	3-1	No bid	No bid
24"	6-1	No bid	No bid
24"	4-1	No bid	No bid
24"	3-1	No bid	No bid
30"	6-1	No bid	No bid
30"	4-1	No bid	No bid
30"	3-1	No bid	No bid
Additional Fees: (If Any)		NONE	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

BID OPENING DATE: April 05, 2017 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All funding sources, programs & entities)
"PRE-CAST SAFETY END TREATMENT"
BID No.: 2017-047-04-05-FAZ

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE No. & EMAIL ADDRESS
L & R PRECAST CONCRETE ATTN: LISA GARZA or Juan Carlos Reyes	EMAIL	MATY FAZ	03/20/17	3807 N. Bentsen Palm Dr. Mission, Texas 78572 Office (956) 583-6293 FX: 956-424-1099 CELL: (956) 605-5048 leonorlrprecast@yahoo.com jclrprecast@gmail.com
HANSON PIPE & PRECAST ATTN: ROGER GONZALES	EMAIL	MATY FAZ	03/20/17	1300 N. Rebb Road PO Box 1905 La Feria ,Texas 78559 PH: 797-3227 not a working # roger.gonzales@lehighhanson.com
Prime Vendor Inc. Kimberly Doumit bids20@prime-vendor.com	EMAIL	MATY FAZ	03/20/17	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307
Virtual Builders Exchange Karen Sesters karen@virtualbx.com	EMAIL	MATY FAZ	03/20/17	4047 Naco Perrin, Suite 100 San Antonio, TX 78217 Phone: (210) 564-6900, Ext. 126 Fax: (210) 564-6902
Innovative Block of South Texas, LTD Attn: mlerma@innovativeblock.com www.innovativeblock.com	EMR	MATY FAZ	3/29/17	P. O. Box 30 240 E. 1st Street La Feria, TX 78559 Office: (956) 797-4200 Cell: (956) 535-3602

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

REQUIREMENTS AGREEMENT
C-17-047-05-02

THIS AGREEMENT (the "Agreement") is entered into this 2nd day of May, 2017 by and between **L&R Precast Concrete Works, Inc.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Pre-Cast Safety End Treatments,"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Pre-Cast Safety End Treatments"** in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from May 2, 2017 to May 1, 2018, and for an additional two (2) additional one (1) year terms under the same rates terms and conditions, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

5. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller: L&R Precast Concrete Works, Inc.
Attn: Rufino Garza Jr., President
3807 N. Bentsen Palm Dr.
Mission, Texas 78574

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Seller 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 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.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the

prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **Immunities** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

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

By:_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

L&R Precast Concrete Works, Inc.

By:_____

Printed Name:_____

Title:_____

Date:_____

EXHIBIT “A”

REQUEST FOR BID (RFB)
PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

March 20, 2017

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY (All funding sources, programs & entities)**
Request for Bids -**"*Pre-Cast Safety End Treatment*"**
RFB Bid No.: 2017-047-04-05-FAZ

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626 x 4854.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/faz
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR BIDS (RFB)
HIDALGO COUNTY (All Funding Sources, Programs & Entities)
"Pre-Cast Safety End Treatment"
RFB No.: 2017-047-04-05-FAZ

ITEM	DESCRIPTION	No. OF PAGES
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications	3
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	2
7.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
8.	Exhibit F, Certification Regarding Debarment	1
9.	Exhibit G, Title VI Appendices "A" through "E"	6
10.	Draft Contract	7
11.	RFB Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

3/20/17

Date

Revised 09/13/16

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County

(All funding sources, programs & entities)

"Pre-Cast Safety End Treatment"

RFB No.: 2017-047-04-05-FAZ

Bid No.: 2017-047-04-05-FAZ	Buyer: Matilde "Maty" Faz	Tel. No. (956) 318-2626 Ext. 4854

REQUEST FOR BIDS

HIDALGO COUNTY (All Funding Sources, Programs & Entities)
"Pre-Cast Safety End Treatment"

BID OPENING DATE

APRIL 05, 2017

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (All Funding Sources, Programs & Entities) -"*Pre-Cast Safety End Treatment*"** 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.: 2017-047-04-05-FAZ "HIDALGO COUNTY (All Funding Sources, Programs & Entities) - *Pre-Cast Safety End Treatment*"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, APRIL 05, 2017. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB No.: 2017-047-04-05-FAZ -"HIDALGO COUNTY (All Funding Sources, Programs & Entities) - "*Pre-Cast Safety End Treatment*"** 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.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

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; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, and life cycle, warranties, and customer service after a sale.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - "HIDALGO COUNTY (All Funding Sources, Programs & Entities) -RFB No.: 2017-047-04-05-FAZ "*Pre-Cast Safety End Treatment*"
    Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	APRIL 05, 2017
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____, 2017

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. Register at SAMs System for Award Management @ www.sam.gov.

- 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. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. 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.

21. 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 E, 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.

22. 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. (2017-047), 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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. 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.

32. 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.

LEGAL NOTICE

Bid

For

HIDALGO COUNTY (All Funding Sources, Programs & Entities)

"Pre-Cast Safety End Treatment"

BID No.: 2017-047-04-05-FAZ

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - 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"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County

(All funding sources, programs & entities)

"Pre-Cast Safety End Treatment"

RFB No.: 2017-047-04-05-FAZ

Exhibit "A"
HIDALGO COUNTY – (All Funding Sources, Programs & Entities)
"Pre-Cast Safety End Treatments"
BID No.: 2017-047-04-05-FAZ

SPECIFICATIONS:

The County of Hidalgo is seeking to contract with a qualified bidder for "Pre-Cast Safety End Treatment" @ in Hidalgo County or Job Site on an "**As Needed Basis**" including, but not limited to, the following:

TYPE II RIPRAP-PSET-RR,
TYPE II CROSS DRAINAGE PSET-SC AND PSET-RC,
TYPE II PARALLEL DRAINAGE -PSET-RP

TERMS AND CONDITIONS:

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. After bid is awarded and successful awarded contractor 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 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 its best interest to do so.

8 Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

9. 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.

10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

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.

Additional Information:

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

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, at 2812 S. BUSINESS HWY 281, EDINBURG, TEXAS 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or via EMAIL to matilde.faz@co.hidalgo.tx.us by no later than, Monday, March 27, 2017 by 5:00 p.m. Responses to said inquiries will be sent to all applicants FACSIMILE or EMAIL by NO LATER than, Wednesday, March 29, 2017 by 5:00p.m.

Exhibit "A"
HIDALGO COUNTY – (All Funding Sources, Programs & Entities)
"Pre-Cast Safety End Treatments"
BID No.: 2017-047-04-05-FAZ

"Precast Safety End Treatments @ in Hidalgo County or Job Site on an "**As Needed Basis**" including, but not limited to the following:

1. TYPE II RIPRAP-PSET-RR

SIZE	SLOPE	RIPRAP PSET-RR	PIPE RUNNERS
15"	6-1	6-1	6-1
15"	4-1	4-1	4-1
15"	3-1	3-1	3-1
18"	6-1	6-1	6-1
18"	4-1	4-1	4-1
18"	3-1	3-1	3-1
24"	6-1	6-1	6-1
24"	4-1	4-1	4-1
24"	3-1	3-1	3-1
30"	6-1	6-1	6-1
30"	4-1	4-1	4-1
30"	3-1	3-1	3-1

2. TYPE II-CROSS DRAINAGE PSET-SC AND PSET-RC

SIZE	SLOPE Pset-sc Pset-rc Pipe Runners
15"	6-1
15'	4-1
15"	3-1
18"	6-1
18"	4-1
18"	3-1
24"	6-1
24"	4-1
24"	3-1
30"	6-1
30"	4-1
30"	3-1

3. TYPE II PARALLEL DRAINAGE -PSET-RP

SIZE	SLOPE- Pset-Rp Pipe Runners
15"	6-1
15"	4-1
15"	3-1
18"	6-1
18"	4-1
18"	3-1
24"	6-1
24"	4-1
24"	3-1
30"	6-1
30"	4-1
30"	3-1

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County

(All funding sources, programs & entities)

"Pre-Cast Safety End Treatment"

RFB No.: 2017-047-04-05-FAZ

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No.: **2017-047-04-05-FAZ**

TYPE II RIPRAP-PSET-RR			
SIZE	**SLOPE**	**UNIT PRICES**	
		RIPRAP PSET-RR	**PIPE RUNNER**
15"	6-1	$	$
15"	4-1	$	$
15"	3-1	$	$
18"	6-1	$	$
18"	4-1	$	$
18"	3-1	$	$
24"	6-1	$	$
24"	4-1	$	$
24"	3-1	$	$
30"	6-1	$	$
30"	4-1	$	$
30"	3-1	$	$
Additional Fees: (If Any)		$	

TYPE II CROSS DRAINAGE PSET-SC & PSET-RC				
SIZE	**SLOPE**	**UNIT PRICES**		
		PSET-SC	**PSET-RC**	**PIPE RUNNERS**
15"	6-1	$	$	$
15"	4-1	$	$	$
15"	3-1	$	$	$
18"	6-1	$	$	$
18"	4-1	$	$	$
18"	3-1	$	$	$
24"	6-1	$	$	$
24"	4-1	$	$	$
24"	3-1	$	$	$
30"	6-1	$	$	$
30"	4-1	$	$	$
30"	3-1	$	$	$
Additional Fees: (If Any)		$		

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No.: **2017-047-04-05-FAZ**

TYPE II PARALLEL DRAINAGE -PSET-RP			
SIZE	**SLOPE**	**UNIT PRICES**	
		PSET-RP	**PIPE RUNNER**
15"	6-1	$	$
15"	4-1	$	$
15"	3-1	$	$
18"	6-1	$	$
18"	4-1	$	$
18"	3-1	$	$
24"	6-1	$	$
24"	4-1	$	$
24"	3-1	$	$
30"	6-1	$	$
30"	4-1	$	$
30"	3-1	$	$
Additional Fees: (If Any)		$	

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County

(All funding sources, programs & entities)

"Pre-Cast Safety End Treatment"

RFB No.: 2017-047-04-05-FAZ

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

Hidalgo County

(All funding sources, programs & entities)

"Pre-Cast Safety End Treatment"

RFB No.: 2017-047-04-05-FAZ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

Hidalgo County

(All funding sources, programs & entities)

"Pre-Cast Safety End Treatment"

RFB No.: 2017-047-04-05-FAZ

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

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. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. 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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession

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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations 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 Regulations 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 2.

*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, 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

Hidalgo County

(All funding sources, programs & entities)

"Pre-Cast Safety End Treatment"

RFB No.: 2017-047-04-05-FAZ

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 "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR BIDS
"Pre-Cast Safety End Treatment"

RFB No.: 2017-047-04-05-FAZ

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" Acknowledgement forms

_____ Exhibit "D" CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) (see No. 2 of Legal Notice).

EXHIBIT “B”

BID PAGE

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No.: **2017-047-04-05-FAZ**

TYPE II RIPRAP-PSET-RR			
SIZE	SLOPE	UNIT PRICES	
		RIPRAP PSET-RR	PIPE RUNNER
15"	6-1	$	$
15"	4-1	$	$
15"	3-1	$	$
18"	6-1	$ NO BID	$ NO BID
18"	4-1	$	$
18"	3-1	$	$
24"	6-1	$	$
24"	4-1	$	$
24"	3-1	$	$
30"	6-1	$	$
30"	4-1	$	$
30"	3-1	$	$
Additional Fees: (If Any)		$	

OPENED
9:53
4-1-17
Witnessed

TYPE II CROSS DRAINAGE PSET-SC & PSET-RC				
SIZE	SLOPE	UNIT PRICES		
		PSET-SC	PSET-RC	PIPE RUNNERS
15"	6-1	$	$	$
15"	4-1	$	$	$
15"	3-1	$	$	$
18"	6-1	$ 500.00	$	$ 350.00
18"	4-1	$ 420.00	$ NO BID	$ 300.00
18"	3-1	$	$	$
24"	6-1	$ 840.00	$	$ 600.00
24"	4-1	$ 620.00	$	$ 550.00
24"	3-1	$	$	$
30"	6-1	$ 1250.00	$	$ 900.00
30"	4-1	$ 1040.00	$	$ 850.00
30"	3-1	$	$	$
Additional Fees: (If Any)		$		

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No.: **2017-047-04-05-FAZ**

TYPE II PARALLEL DRAINAGE -PSET-RP			
SIZE	SLOPE	UNIT PRICES	
		PSET-RP	PIPE RUNNER
15"	6-1	$	$
15"	4-1	$	$
15"	3-1	$	$
18"	6-1	$ NO BID	$ NO BID
18"	4-1	$	$
18"	3-1	$	$
24"	6-1	$	$
24"	4-1	$	$
24"	3-1	$	$
30"	6-1	$	$
30"	4-1	$	$
30"	3-1	$	$
Additional Fees: (If Any)		$	

OPENED
9:53
4-5-17
Witnessed

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: L&R PreCast Concrete Works. Inc.

ADDRESS: 3807 N. Bentsen Palm Dr.

CITY/STATE/ZIP CODE: Mission, TX 78574

PHONE NUMBER: 956 583 6293

E-MAIL ADDRESS: JCLrprecast@gmail.com

CELLULAR NUMBERS: 956 605-5048 / 956 330 1482

FAX NUMBER: 956 424 1099

AUTHORIZED SIGNATURE:

PRINTED NAME: Rufino Garza Jr.

TITLE: President

DATE: 4/4/17

EXHIBIT “C”

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2017

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
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

CONTACT NAME: Consuelo Cavazos, CISR
PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733
E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire Lloyds	
INSURER B : Texas Mutual Ins. Co.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
L & R Pre-Cast Concrete Works, Inc.
L & R Ready Mix, LLC
3807 N Bentsen Palm Drive
Mission TX 78574

COVERAGES **CERTIFICATE NUMBER:** 2016-2017 **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 [X] PRO-JECT [X] LOC OTHER:	X		85321658	9/29/2016	9/29/2017	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
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			85321658	9/29/2016	9/29/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 100,000
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			85321658	9/29/2016	9/29/2017	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001206931	12/9/2016	12/9/2017	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
A	INLAND MARINE			85321658	9/29/2016	9/29/2017	EQUIP LEASED/BORROWED OR RENTED FROM OTHERS	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Pre-Cast Safety End Treatment, RFB No: 2017-047-04-05-FAZ

CERTIFICATE HOLDER
(956) 292-7612
Hidalgo County Purchasing Office
2812 S. Bus Hwy 281
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robert R Garza/CO

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Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-17-047-05-02-Precast Safety End Treatments

From : Steve Crain <scrain@atlashall.com> Wed, Apr 26, 2017 12:09 PM

Subject : RE: C-17-047-05-02-Precast Safety End Treatments

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is OK.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, April 26, 2017 11:42 AM
To: Steve Crain <scrain@atlashall.com>
Subject: C-17-047-05-02-Precast Safety End Treatments

Mr. Crain:

Can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

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:
2017-198894

Date Filed:
04/26/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
L&R Precast Concrete Works, Inc
Mission, 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

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.
Bid No: 2017-047
Pre-Cast Safety End Treatment

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.

AZUCENA M. CALLEROS
Notary Public, State of Texas
My Commission Expires
September 24, 2017

Lisa Carlos
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Lisa Carlos, this the 24 day of April, 20 17, 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

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:
2017-198894

Date Filed:
04/26/2017

Date Acknowledged:
04/26/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

L&R Precast Concrete Works, Inc
Mission, 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

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.

Bid No: 2017-047
Pre-Cast Safety End Treatment

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

Bid No.: 2017-047a-00-00-FAZ	Buyer: Matilde "Maty" Faz	Tel. No. (956) 318-2626 Ext. 4854

REQUEST FOR BIDS

HIDALGO COUNTY (All Funding Sources, Programs & Entities)

"*Pre-Cast Safety End Treatment*"

BID OPENING DATE

MONTH 00, 2017

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Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (All Funding Sources, Programs & Entities) -"*Pre-Cast Safety End Treatment*"** 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.: 2017-047a-00-00-FAZ "HIDALGO COUNTY (All Funding Sources, Programs & Entities) - *Pre-Cast Safety End Treatment*"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MONTH 00, 2017. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB No.: 2017-047a-00-00-FAZ -"HIDALGO COUNTY (All Funding Sources, Programs & Entities) - "*Pre-Cast Safety End Treatment*"** 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.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

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; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, and life cycle, warranties, and customer service after a sale.

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.

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5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

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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 (All Funding Sources, Programs & Entities) -RFB No.: 2017-047a-00-00-FAZ "*Pre-Cast Safety End Treatment*"
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	MONTH 00, 2017
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____, 2017

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. Register at SAMs System for Award Management @ www.sam.gov.

- 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.

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19. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. 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.

21. 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 E, 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

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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.

22. 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. (2017-047a), 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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. 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.

24. 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.

25. 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.

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26. 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.

27. 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.

28. 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.

29. 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.

30. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

31. 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.

32. 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.

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LEGAL NOTICE

Bid

For

HIDALGO COUNTY (All Funding Sources, Programs & Entities)

"*Pre-Cast Safety End Treatment*"

BID No.: 2017-047a-00-00-FAZ

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - 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: _____

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REQUIREMENTS AGREEMENT
C-17-047A-00-00

THIS AGREEMENT (the "Agreement") is entered into this ___ day of _____, 2017 by and between **_____** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Pre-Cast Safety End Treatments,"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Pre-Cast Safety End Treatments"** in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from _____, 2017 to _____, 2018, and for an additional two (2) additional one (1) year terms under the same rates terms and conditions, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

5. General Provisions.

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

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b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller:

.

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Seller 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 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.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the

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prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **Immunities** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

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

By:_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor:

By:_____

Printed Name:_____

Title:_____

Date:_____

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EXHIBIT “A”

REQUEST FOR BID (RFB)
PROCUREMENT PACKET

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EXHIBIT “B”

BID PAGE

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EXHIBIT “C”

CERTIFICATE OF INSURANCE

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AI-59533 **Closed Session** **28. C.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-17-1754-B; Jose Andres De La Fuente v Valsev, LLC et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/25/2017 08:44 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 04/24/2017 04:57 PM
Final Approval Date: 04/28/2017		

AI-59504 **Closed Session** **28. D.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Lynda Faye Quiros-Dickerson

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/20/2017 03:41 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Aida Alvarez		Started On: 04/20/2017 03:31 PM
Final Approval Date: 04/28/2017		

AI-59653 **Closed Session** **28. E.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1893-17-G; Sergio C. Venegas et al v Unifund CCR Partners et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Monica Badillo Started On: 04/28/2017 05:38 PM

Final Approval Date: 04/28/2017

AI-59534 **Open Session** **30. C.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-17-1754-B; Jose Andres De La Fuente v Valsev, LLC et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/25/2017 08:44 AM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Monica Badillo		Started On: 04/24/2017 04:58 PM
Final Approval Date: 04/28/2017		

AI-59505 **Open Session** **30. D.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Lynda Faye Quiros-Dickerson

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/20/2017 03:41 PM
Final Approval	Monica Badillo	04/28/2017 05:45 PM
Form Started By: Aida Alvarez		Started On: 04/20/2017 03:37 PM
Final Approval Date: 04/28/2017		

AI-59654 **Open Session** **30. E.**

CC - REGULAR

Meeting Date: 05/02/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1893-17-G; Sergio C. Venegas et al v Unifund CCR Partners et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	04/28/2017 05:45 PM

Form Started By: Monica Badillo Started On: 04/28/2017 05:39 PM

Final Approval Date: 04/28/2017