



The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	County of Hidalgo
Address	2818 S. Bus. Hwy. 281 Edinburg, Texas 78539
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Hidalgo County Emergency Management Belinda Alavarez (956) 720-2165 Precinct 4 On Call Number (956) 483-0602
Address for Official Notices (only if different from above address)	

Red Cross:

Chapter Name	American Red Cross of South Texas
Chapter Address	6914 W. Exp. 83, Harlingen, TX. 78552
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Lina Mendez Romero Disaster Program Manager 956-607- 4100cell
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

See attached facility list.

Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies	N/A	N/A
Parking of vehicles	N/A	N/A
Disaster Shelter		

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. Intentionally deleted.
5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.
8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
9. **Fee** (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

- a. **Owner will not charge a fee for the use of the Facility.**



Facility Use Agreement

Owner initials: PLG Red Cross initials: _____

~~b. The Red Cross will pay \$_____ per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials: _____~~

10. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water	N/A	N/A
Gas	N/A	N/A
Electricity	N/A	N/A
Waste Disposal	N/A	N/A

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

11. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

12. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

13. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

14. **Relationship:** Nothing contained in this Agreement shall be deemed or constructed to create the relationship of



Facility Use Agreement

principal and agent or that of partnership or joint venture or any association between the Owner and the Red Cross, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed.

- 15. **Immunities & Defenses:** To the extent applicable, in the execution of this agreement, the Owner does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
- 16. **Intentionally deleted.**
- 17. **Governing Law:** This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Agreement as performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
- 18. **Non-Discrimination:** The Agreement, all related activities and programs offered under this Agreement by the Red Cross shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and/or Red Cross policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.
- 19. **Additional Documents:** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become reasonably necessary to effectuate and carry out the terms of this Agreement.

Hidalgo County
 Owner (Legal Name)
Ramon Marcia
 By (Signature)
Ramon Garcia
 Name (Printed)
County Judge
 Title
12/4/18
 Date

The American National Red Cross
 (Legal Name)
[Signature]
 By (Signature)
Lina Mendez Romero
 Name (Printed)
Disaster Program Manager
 Title
1/15/19
 Date

APPROVED BY
 COMMISSIONER'S COURT
 ON: 12/4/18 [Signature]

Facility List

Building #1: Hidalgo County Precinct 4 San Carlos Endowment Center
107 Sunflower Rd, Edinburg, TX 78542
Facility classrooms, restrooms and kitchen.

Building #2: Hidalgo County Precinct 4 Operations Office
1124 N 'M' Rd, Edinburg, TX 78542
Locker room, restroom facilities and emergency operations center (EOC) located at the back entrance of the building.



Instructions

This agreement should be used in conjunction with the *Facility Management Standards and Procedures*. Delete these instructions before finalizing and signing the agreement, as the instructions are for internal Red Cross use only.

Immediately before using the facility, use the *Facility/Shelter Opening and Closing Inspection* form to document the date the Red Cross begins using the facility, any existing damage, and any restrictions regarding the use of the facility by Red Cross such as restrictions related to parking or areas that are off limits.

If you have any questions regarding the *Facility Use Agreement*, please contact the Disaster Logistics Center at 202-303-4099 or DLC@redcross.org. The Facilities associate will either answer your questions or contact the Office of General Counsel, as appropriate.

Follow These Steps to Complete the Facility Use Agreement:

1. Enter *Parties and Facility* information.
2. Review *Terms and Conditions* with the facility representative.
 - a. Paragraph 1 (*Use of Facility*): The Red Cross and facility representatives both initial each purpose for which the Red Cross may use the facility.
 - b. Paragraph 4 (*Food Services*) and paragraph 5 (*Custodial Services*) can be removed if those services are not relevant to the relationship with the facility by deleting the paragraphs in Microsoft Word and renumbering the remaining paragraphs or crossing the paragraphs out on a printed version and having the facility and Red Cross representatives initial next to the crossed-out paragraph.
 - c. Paragraph 10 (*Reimbursement*): The Red Cross and facility representatives both initial all utilities that Red Cross will reimburse. Make sure the facility representative understands the terms for reimbursement.
 - i. Paragraph 10(e) only applies to facilities that are owned by a municipal or state government entity. It can be removed if the facility owner is not a municipal or state government entity. If this paragraph is removed, also remove this phrase from the Paragraph 10 opening statement: "Subject to the conditions in paragraph 10(e) below,"
 - d. Paragraph 13 (*Term*): This paragraph describes the term of the agreement, but it does not identify the specific days the Red Cross will use the facility. The dates the Red Cross begins and ends its use of the facility are recorded on the *Shelter/Facility Opening and Closing Inspection* form during an operation.
 - e. **Modifications other than those listed above must be reviewed by the Disaster Logistics Center** at national headquarters. Send the proposed modifications to DLC@redcross.org. The Disaster Logistics Center will engage Risk Management, Office of General Counsel, and the Sheltering program as appropriate to provide coordinated input.
3. Authorized Red Cross and Facility representatives sign and date the agreement.



4. If a facility owner requests confirmation of Red Cross insurance coverage, provide them with the link to the [Downloadable Memorandum of Insurance](#), which they can review at any time.
5. File the *Facility Use Agreement* with all other documentation in the Disaster Requisition Facility File. See the *Facility Documentation Checklist* for file requirements.

Additional Instructions for Sheltering Facilities

- Before entering into an agreement to use the facility as a shelter, complete a *Shelter Facility Survey* and ensure the facility meets the Red Cross standards for sheltering facilities. In hurricane-prone areas, ensure that the facility meets the criteria outlined in the *Standards for Selecting Hurricane Evacuation Shelters (ARC 4496)*.
- Remove paragraph 9 before presenting this agreement to the partner by deleting the paragraph in Microsoft Word and renumbering the remaining paragraphs or crossing the paragraphs out on a printed version and having the facility and Red Cross representatives initial next to the crossed-out paragraph.
- Attach the *Facility Use Agreement* to the facility record in the National Shelter System. See the *Sheltering Standards and Procedures* for instructions.

Additional Instructions for Florida

- When entering into an agreement with a school district that may be required to open their facility as a shelter due to Florida Statutes §252.385(4), add the following paragraph immediately before the *Term* section, and update paragraph numbering:
 - Exception: This agreement does not apply if the school is opened for sheltering during an evacuation pursuant to Florida Statutes §252.385(4).

Sent: Monday, November 26, 2018 9:37:16 AM

Subject: Re: Agreement with the Red Cross and Hidalgo County Precinct 4

Good morning Ms. Gonzalez,

As requested, this office reviewed the agreement between the Red Cross and the County for use of particular Pct. 4 facilities for emergency purposes. Since the final terms of the agreement have been confirmed as discussed in your prior email, the agreement is approved as to form.

As discussed, in an effort to avoid confusion, it is recommended to strike through or state Not Applicable (N/A) for the options that were not agreed upon. For example:

Item 1 Use of Facility: *write "N/A" in the spaces for Storage of Supplies and Parking of Vehicles.*

Item 9 A Fee: *strike through item 9b.*

Item 10 C Reimbursement: *write "N/A" in the spaces next to each utility listed.*

Further, it is recommended to submit the confirmation of the agreed upon terms from your prior email for the Commissioner's Court's consideration. Please let us know if you have any questions.

Thank you,
Robert Viña III

Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
Edinburg, TX 78539
(956) 292-7609 EXT 8187
(956) 292-7619 FAX

robert.vina@da.co.hidalgo.tx.us

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On Wed, Nov 21, 2018 at 1:17 PM Lizbeth Gonzalez

<lizbeth.gonzalez@co.hidalgo.tx.us> wrote:

Good afternoon Mr. Viña,

After my conversation with Mr. Hicks, I confirmed the following:

Item 1 Use of Facility:

Both parties will initial Service Center and Disaster Shelter

Item 9 A Fee:

Both parties will initial 9a Owner will not charge a fee

Item 10 C Reimbursement:

No initials are required since reimbursement will not be sought.

I informed Mr. Hicks that once we received approval from the court we would proceed with obtaining signatures from both parties. Please advise on how to proceed with current document.

Respectfully,

--

Lizbeth Gonzalez BA, MA

Hidalgo County **Precinct 4**

1051 N Doolittle Rd. | Edinburg, TX 78542

P: 956.383.3112 | F: 956.381.5905

E: lizbeth.gonzalez@co.hidalgo.tx.us | [Hidalgo County](#)

hcpct4.com | [Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#)

From: "lizbeth gonzalez" <lizbeth.gonzalez@co.hidalgo.tx.us>

To: "Robert Vina" <robert.vina@da.co.hidalgo.tx.us>

Sent: Tuesday, November 20, 2018 5:00:06 PM

Subject: Re: Agreement with the Red Cross and Hidalgo County Precinct 4

Good afternoon Mr. Viña,

Please see attached the changes noted by the American Red Cross and yourself. Please revise once more before preparing for submission to Commissioners' Court for approval and signatures.

If you require any additional information from my part, please feel free to contact me.

Respectfully,

--

Lizbeth Gonzalez BA, MA

Hidalgo County **Precinct 4**
1051 N Doolittle Rd. | Edinburg, TX 78542
P: 956.383.3112 | F: 956.381.5905
E: lizabeth.gonzalez@co.hidalgo.tx.us | **Hidalgo County**
hcpct4.com | [Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#)

From: "Robert Vina" <robert.vina@da.co.hidalgo.tx.us>
To: "lizbeth gonzalez" <[lizbeth.gonzalez@co.hidalgo.tx.us](mailto:lizabeth.gonzalez@co.hidalgo.tx.us)>
Cc: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Sent: Friday, November 2, 2018 1:54:11 PM
Subject: Re: Agreement with the Red Cross and Hidalgo County Precinct 4

Two additions which I have noted:

p. 1 Under Owner: Need the name and title of 24-hour contact- could it be either the EMC Richard Saldana or Safety Director Joe Segovia (Names I have on file to authorize the use of the facility), or if you prefer, someone at (956) 292-7025 ?
p. 1 Facility List - I have the name of the Endowment Center as the San Carlos Endowment Center (at the suggestion of Linda Ramirez)

Otherwise, it looks OK.

Will you be presenting this document to the Commissioners Court as is, or will you be needing initials by your authority on pp. 2 + 3 (with corresponding initials by Lina Romero) and signatures on p. 4.

Fred M. Hicks

Volunteer Logistics Facility Lead

Texas Gulf Coast Region

American Red Cross

South Texas Chapter

6914 W. Expressway 83

Harlingen, TX 78552

217-433-0365

email: fred.hicks@redcross.org

From: Lizbeth Gonzalez <lizbeth.gonzalez@co.hidalgo.tx.us>
Sent: Friday, November 16, 2018 12:03:24 PM
To: Hicks, Fred
Cc: Mendez Romero, Lina
Subject: [EXTERNAL] Re: Facility Use Agreement for San Carlos Endowment Center & Field Operations Office (M Road Bldg)

Good morning Mr. Hicks,

Please see attached the revised Facility Agreement with the noted additions. Please make one final review. Once I receive your confirmation I will be submitting to Commissioners' Court for approval.

If you require any further information please feel free to contact me.

Respectfully,

--

Lizbeth Gonzalez BA, MA
Hidalgo County **Precinct 4**
1051 N Doolittle Rd. | Edinburg, TX 78542
P: 956.383.3112 | F: 956.381.5905
E: lizbeth.gonzalez@co.hidalgo.tx.us | [Hidalgo County](#)
hpcct4.com | [Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#)

From: "Robert Vina" <robert.vina@da.co.hidalgo.tx.us>
To: "lizbeth gonzalez" <lizbeth.gonzalez@co.hidalgo.tx.us>
Cc: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Sent: Friday, November 2, 2018 1:54:11 PM
Subject: Re: Agreement with the Red Cross and Hidalgo County Precinct 4

Good Afternoon Ms. Gonzalez,

As requested, this office reviewed the agreement with American Red Cross, with their responses to our requested revisions. It is approved as to form.

Please note, that the boxes with blanks will need to be filled in with appropriate information before submitting to the Commissioner's Court for approval. Please note that the box labeled "Facility", indicates that if multiple buildings are to be labeled you are to write "See Attached Facility List" in the box and attach an exhibit listing the names and addresses of the two buildings subject to this agreement, and the specific rooms designated for the use in the Field Operations Center.

Please let me know if you have any questions.

Thank you,
Robert Viña III

Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
Edinburg, TX 78539
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On Fri, Nov 2, 2018 at 9:40 AM Lizbeth Gonzalez
<lizbeth.gonzalez@co.hidalgo.tx.us> wrote:

Good morning Mr. Viña,

Please find attached the changes made by the American Red Cross and email response below. As previously discussed, the agreement will include the Endowment Center (107 N Sunflower Rd Edinburg) as well as the Field Operation Offices facility located at 1124 N 'M' Rd in Edinburg. Specifically, the American Red Cross may utilize the locker room, restroom facilities and emergency operations center (EOC) located at the back entrance of the building. For your use, I've attached an aerial image of the building with the description of area locations.

If you require any additional information from my part, please feel free to contact me.

Respectfully,

--

Lizbeth Gonzalez BA, MA
Hidalgo County **Precinct 4**

1051 N Doolittle Rd. | Edinburg, TX 78542
P: 956.383.3112 | F: 956.381.5905
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hpcct4.com | [Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#)

From: "lizbeth gonzalez" <lizabeth.gonzalez@co.hidalgo.tx.us>
To: "fred hicks" <fred.hicks@redcross.org>
Cc: "alicia rodriguez" <alicia.rodriguez@co.hidalgo.tx.us>
Sent: Monday, October 22, 2018 2:52:26 PM
Subject: Agreement with the Red Cross and Hidalgo County Precinct 4

Please find attached the revised Facility Agreement, as approved by the ARC National Office, for the two facilities. I included your agreement and our comments for any changes + new revised agreement

ARC has made the following changes:

4. Intentionally Deleted. Per your request
15. Change to "To the extent applicable"
16. Intentionally Deleted. National Office comment: "The Red Cross is providing disaster relief services , not government services or functions."
19. Change wording to "reasonably"

Please add the two facilities to the bottom of p. 1, with their addresses.
Any questions, please feel free to contact me.

Fred M. Hicks
Volunteer Logistics Facility Lead
Texas Gulf Coast Region
American Red Cross
South Texas Chapter
6914 W. Expressway 83
Harlingen, TX 78552
217-433-0365
email: fred.hicks@redcross.org

From: "lizbeth gonzalez" <lizabeth.gonzalez@co.hidalgo.tx.us>
To: "fred hicks" <fred.hicks@redcross.org>
Cc: "alicia rodriguez" <alicia.rodriguez@co.hidalgo.tx.us>
Sent: Monday, October 22, 2018 2:52:26 PM
Subject: Agreement with the Red Cross and Hidalgo County Precinct 4

Good afternoon Mr. Hicks,

(956) 292-7609 EXT 8187

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ILA-American Red Cross.pdf

608 KB

American Red Cross & Hidalgo Co. (Pct. 4) Agreement

From : Robert Vina <robert.vina@da.co.hidalgo.tx.us> Tue, Dec 04, 2018 08:18 AM
Subject : American Red Cross & Hidalgo Co. (Pct. 4) Agreement
To : Monica Badillo <monica.salinas@co.hidalgo.tx.us>
Cc : martha salazar <martha.salazar@co.hidalgo.tx.us>,
 Josephine Ramirez
 <josephine.ramirez@da.co.hidalgo.tx.us>

Good Morning,
 As requested, this office reviewed the agreement between Hidalgo County and the American Red Cross for use of two Pct. 4 buildings as shelter during disaster events, The agreement is approved as to form.

Robert Viña III

Assistant District Attorney
 Civil Litigation Division

Office of the Criminal District Attorney

Hidalgo County, Texas
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 COMMUNICATION.**

SPECIAL MEETING - December 4, 2018

BE IT REMEMBERED, that on this 4th day of December A.D., 2018, 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 DAVID FUENTES

COMMISSIONER, PRECINCT NO. 1

HONORABLE EDUARDO "EDDIE" CANTU

COMMISSIONER, PRECINCT NO. 2

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
December 4, 2018
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

Commissioner Eduardo "Eddie" Cantu called the meeting to order at 10:11 a.m.
Judge Garcia and Commissioner Flores were absent from the meeting.

2. Pledge of Allegiance

The entire court recited the Pledge of Allegiance.

3. Prayer

Opening prayer offered by Julia Sullivan.
The entire court offered a moment of silence in honor of former President George H. W. Bush.

4. Approval of Consent Agenda

The court moved to approve the consent agenda with the exception of Items. 10.A., 11.A., & 11.P. to be pulled for further discussion.
Court proceeded to Item.22.A.

5. County Judge's Office:

A. AI-67902 Resolution in honor of 275th District Court Judge Juan R. Partida.

Commissioners court together with County Court at Law No.8 Judge Omar Maldonado, 449th District Court Judge Renee R. Betancourt and County Court at Law No.6 Judge Albert Garcia, honored Judge Juan R. Partida on his upcoming retirement on December 31, 2018.

The judge was first elected to County Court at Law No.1 in 1986 and later became judge to the 275th District Court. Judge Partida gave thanks to the court and his colleagues for the recognition, and said he has always strive to be fair, just, and impartial in each case.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

B. AI-67927 Presentation in honor of years of service.

Commissioners court together with local, federal, and state officials join together in a farewell presentation honoring the work and service of Commissioner Joseph Palacios during his years as county commissioner.

Commissioner Palacios thanked everyone for the recognition and recognized his entire staff for all their support throughout the years.

- C. **AI-67883** 1. Requesting approval of Supplemental Agreement No. 1 for services under Work Authorization No. 2, FM 1925 Project, Contract No. C-13-336-12-10 for L&G Consulting Engineers, Inc., resulting in a reduction in scope of services reducing the Work Authorization amount by \$70,686.52.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

- 2. Requesting approval of Supplemental No. 3 to amend Agreement for Professional Services, FM 1925 Project, Contract No. C-13-336-12-10 for L&G Consulting Engineers, Inc., resulting in an extension of Agreement termination date from December 09, 2018 to December 09, 2020.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

23. Budget & Management:

- A. **AI-67931** Discussion, consideration and approval of TCDRS plan provisions for Plan Year 2019.

Sergio Cruz informed that this is an adjustment to provide 2% cost of living adjustment for retirees.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

The required rate for 2019 is 12.15%

Commissioner Cantu inquired on who oversees these type of items for the drainage district. Cruz informed the commissioner that these type of items are handled by Lora Briones, and they only coordinate on an annual basis to discuss what the district and the county will be recommending to the court.

- B. **AI-67875** Texas VINE Grant (1283):
Approval to submit the FY19 Texas Vine Grant reimbursement maintenance invoice in the amount of \$7,136.69 (1st Quarter) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with the authority for the County Judge to sign the required documents.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

C. Budget Appropriations:

- 1. **AI-67934** Pursuant to Texas Local Government Code 111.070, approval of emergency appropriation from the General Fund - Fund Balance in the amount of \$600,000.00 for emergency related expenditures

Cruz informed that this is related to the precinct 1 facility which was damaged during the June rain event, this also includes the jp's offices and administration facility and water extraction.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

24. 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).

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

B. Authority for the Purchasing Department to negotiate an agreement commencing with the No. 1 ranked firm of **E-Con Group, LLC**, for Construction Management at risk (CMAR) for Sunset Park Operations Facility.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

E. Pct. 2

- 1. **AI-67949** a. Acceptance and approval to execute the final agreement of Prof. Engineering Services for the "Valle Alto Park-Youth Facility Project" for Pct. 2 with B2Z Engineering, LLC. [as approved for negotiations on CC 11/20/18].

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

- b. Requesting approval of Work Authorization #1 in the amount of \$99,093.36 (C-18-291-12-04), for the "Valle Alto Park-Youth Facility Project," for Pct. 2 with B2Z Engineering, LLC.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

- c. Pursuant to contract no., C-18-291-12-04 to "Valle Alto Park-Youth Facility Project:," with B2Z Engineering, Inc. (Article 14), a request to HCCC to approve and permit the project engineer, the subcontracting of the following professional services providers:

- 1. Channin Engineering, LLC,
- 2. M Garcia Engineering, LLC,
- 3. Trinity MEP Engineering, LLC

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

- 2. **AI-67916** Requesting acceptance and approval of the Certificate of Substantial Completion, reflecting the date of October 25, 2018, submitted by NM Contracting, LLC, awarded contractor for the County Wide Service Shop Facility Project, and as certified by project architect The Warren Group Architects, Inc under Contract No. C-17-027-07-25.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

F. Pct. 4

- 1. **AI-67891** Discussion, consideration and approval of a Facility Use Agreement between Hidalgo County and American Red Cross for sites and facilities located in Pct. 4 with authority to execute document(s) by County Judge, Court Member or Executive Officer.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously