

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
October 31, 2006
9:00 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. Open Forum**
- 5. Approval of Consent Agenda**
- 6. Human Services - Eddie Olivarez:**
 - A.** Discussion and/or action, including but not limited to Indigent Health Care Program and/or Expenditures
- 7. Buildings & Grounds - Daniel Flores:**

Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

 - A.** Renovations of administration building
 - B.** Other ongoing county owned building construction, renovation repair projects
 - C.** Emergency situations occurring since last agenda meeting
- 8. Urban County - Diana Serna:**
 - A.** The City of Weslaco is requesting the approval of Budget & Program Amendment for Fiscal Years 17 & 18 (2004 & 2005). The proposed amendment for 2004 will decrease the Parks, Recreational Facility line item and create a Water & Sewer Improvements line item. The Proposed amendment for 2005 will decrease Street Improvements, General Administration and the Public Facility line items and create a Water & Sewer Improvements line item.
 - B.** Approval of ORCA 2006 EDAP Colonia Grant # 726155 contract with ASAGO L.L.C. in the amount of \$577,768.00 for 133 first time sewer improvements to Colonia La Palma in the City of Weslaco's ETJ area in Pct. # 1.
 - C.**
 1. Hold Public Hearing to consider public comments on a proposed amendment for Pct. #1 concerning recaptured and/or forfeited CDBG funds from the cities of La Villa, Edcouch, Elsa, Progreso and Progreso Lakes from Program Year 2004, 2005 & 2006 in the total amount of \$784,741.90.
 2. Consideration and Approval of an amendment to the Pct. #1 CDBG workplan for recaptured and /or forfeited funds;
To increase the following line item:
Street Improvements (Mile 6W from Mile 11N to HWY 107) \$784,741.90
To create the following line items:

Rehab; Single Unite Residential \$50,000.00
Parks, Recreational Facilities (La Villa) \$15,000.00

9. County Judge's Office - Aurora Hernandez:

- A.** Discussion, consideration and possible action on correspondence received from the Rio Grande Valley Health Services District (RGVHSD) Board requesting:
1. Hidalgo County convey State Tobacco Settlement Funds in the amount of \$750,441.50 to the RGVHSD
 2. Monthly financial reports from Hidalgo County to be conveyed to the fiscal agent for the RGVHSD concerning the expenditures and revenues related to the provision of indigent health care
 3. Discussion, consideration, and possible action to receive and accept the RGVHSD Independent Financial Audit Report from inception (February 19, 2002) to August 31, 2005 at the request of the RGVHSD

10. Head Start Program - Teresa Flores:

- A.** Requesting Exemption from Competitive Bidding Requirements Under the Texas Local Government Code, Section 262.024 (A)(4) for Professional Architectural Services for the Relocation of Granjeno Head Start Center
- B.** Discussion/Approval to Negotiate a Professional Architect Contract with Rike, Odgen, Figueroa, Alex Architects, Inc. for the Relocation of Granjeno Head Start Center from Granjeno to an Area which is Most Advantageous to the Program
- C.** Requesting Authority to Solicit Proposals from AJOCs (Awarded Area Job Order Contractors - Centennial Contractor Enterprises, Inc. and JAMAIL) through Hidalgo County's Membership with TCPN and TASB to Provide Services for the Relocation of Granjeno Head Start Center
- D.** Discussion/Approval on Request to Purchase Ten (10) Office Computers through the Hidalgo County's Membership/Participation with the Texas Building and Procurement Commission (TBPC) with Dell Marketing L.P.
- E.** Discussion/Approval to Enter into a Sixty (60) Month Lease Agreement with Neopost Leasing through the Hidalgo County's Membership/Participation with the Texas Building and Procurement Commission (TBPC), for One (1) Postage Meter for Administration

11. Right of Way - Joe Pena:

- A.** Approval of Amended Order closing FM 1016 Rd.

12. Auditor's Office - Ray Eufrazio:

- A.** Approval to appropriate Cert. of Oblig., 2002 interest earned of \$13,783.53 to cover PO#540311 for VA-Architecture for Juvenile Justice Center.

13. Precinct #2 - Comm. Palacios:

- A.** Requesting acceptance of Contribution from the Texas A&M University System thru Memorandum of Agreement for North San Juan Park to install two (2) Rainwater Harvesting (RWH) Tanks and all other related materials.
- B.** Discussion and possible action for approval of Interlocal Cooperative Agreement between City of San Juan and County of Hidalgo in assistance with reconstruction a section of Nolana/Earling Road approximately 1200ft between Raul Longoria & Cesar Chavez.
- C.** Discussion and possible action for approval of Amended Interlocal Cooperative Agreement between City of San Juan and County of Hidalgo for Ridge Road.

14. Precinct #3 - Comm. Flores:

- A.** Requesting approval to appropriate funds from Precinct #3 Parks unreserved fund balance into operating budget.

15. Purchasing Department - Marty Salazar:

NOTES:

1. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE FORWARDED TO HIDALGO COUNTY AUDITOR'S OFFICE.

2. ANY/ALL REQUESTS FOR ACCEPTANCE AND APPROVAL OF CLAIMS/INVOICES UNDER THIS AGENDA WILL INCLUDE AUTHORITY FOR AUDITOR TO ISSUE PAYMENT AFTER REVIEW, AUDIT AND PROCESSING PROCEDURES ARE COMPLETED

A. Hidalgo County

1. New Hidalgo County Jail

- Total Inmate Population: _____
- Physical Count: _____
- Males (in house): _____
- Females (in house): _____
- Out of County Facility: _____
- La Villa: _____
- Brooks Co. _____
- Frio: _____
- Other (n/c): _____
- Federal Prisoners: _____
- Adj./Sentenced to TDC: _____
- Total Paper Ready TDC: _____
- No. Over 45 Days: _____
- Pending Paperwork/Courts: _____
- Pending Charges/Courts: _____

2. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

3. New Adult Detention Facility and Law Enforcement Center Projects:

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

4. Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with County-owned building and property, fka, the Kmart Property:

- a) General status report by project architect (when necessary) or purchasing department
- b) other related items

5. Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with construction of a new facility to house the Hidalgo County Adult Probation Dept.:

- a) General status report by project architect (when necessary) or purchasing department
- b) Other related items

6. Requesting approval of change Order No 3 (Utility Improvements-Water & Sewer) in connection with the Construction of the new Adult Probation Facility" in the amount of \$_____ from contracted vendor, Descon Construction L.P., and as recommended by project architect, Rike Odgen Figueroa Allex Architects and project engineer, Hinojosa Engineering Inc, with authority for County Judge to execute document.C-05-026-10-26

7. Requesting authority to advertise and approval of specifications as attached hereto for: **"Civil work (utility improvements) items for the New Adult Probation Facility"** RFB (6-189)

8. **Presentation for discussion, consideration and action**
 Including, but not limited to, the following items in connection with construction of a new Hon Mario E. Ramirez, Jr. Juvenile Detention Facility:
 - a) General status report by project architect (when necessary) or purchasing department
 - b) Other related items

9. Approval of Invoice # 6199 in the amount of \$379.15 from L& G Engineering Laboratory, LLC, contracted materials testing firm for the construction of the New Juvenile Detention Facility and as certified for payment by project architect, V-A Architecture, C#05-299-08-16

10. A. Requesting exemption from competitive requirements, Texas Local Government Code, 262.024 (a) (2) an item necessary to preserve or protect the public health or safety of the residents of the county for the purchase of necessary medical supplies and related items;
 B. Requesting authority to purchase necessary medical and related items necessary to preserve or protect the public health or safety of the residents of the county.

11. Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with Trevino's Studio & Photo Center for Photo Processing.

12. A. Presentation for discussion, consideration, acceptance and approval of the scoring grid (for the purposes of ranking and award by CC) the responses received in connection with Hidalgo County's RFP for "Prepaid Voluntary Legal Services" - Bid No. 2006-143-07-19-otm;

No. 1	_____
No. 2	_____
No. 3	_____

 B. Authority for Purchasing & Legal Counsel to negotiate a contract with the number one rank proposer _____; or, in the alternative,
 C. Requesting approval to reject all proposals received with authority to re-advertise project for: "Prepaid Voluntary Legal Services".

13. Presentation for discussion, consideration, acceptance and approval of special billing option in connection with "overages" from Lone Star Shredding & Document Storage in the amount of \$35,977.20, with authority for Auditor to issue payment after review, audit and processing procedures are completed. C-05-311-09-27

14. A. Presentation by the participating firms responding to Hidalgo County's RFP/Q for : "Delinquent Tax Collection Services" for the purposes of finalizing the scoring and grading by Commissioners' Court.
 B. Ranking of the proposer(s)

No. 1	_____
No. 2	_____
No. 3	_____

 C. Requesting authority for Purchasing and Legal Counsel to negotiate a final contract with the Number One Ranked Proposer for: "Delinquent Tax Collection Services-Hidalgo County"

15. Requesting authority to purchase Radio Equipment through Hidalgo County's Interlocal Agreement with the Houston-Galveston Area Council's (H-GAC) awarded vendor(s): Motorola Inc. and Dailey Wells Communications in an amount not to exceed \$ **150,000.00** (which includes H-GAC fees) for Hidalgo County's Office of Emergency Management.

16. Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with Pinnacle Medical Management for Drug Testing Collection Service.

17. COUNTY HEALTH DEPARTMENT

Requesting authority to advertise with approval of plans and specifications as drafted and submitted by project engineer Javier Hinojosa Engineering (through contract No. C-05-271-09-06) for: "Paving Health Department Central Office Parking Lot" RFB (6-383)

B. Prct. 1

1. Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 0608 in the amount of \$5,365.92 submitted by Rodriguez Engineering with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-06-217-07-18 (PO # 575285) for "Various R&B and C.I.P. Projects "Victoria Road (From end of Asphalt North to Mile 12 thence west to existing Asphalt)"
2. Requesting approval of a Modification/sAmendments(to clarify/correct from "Estimated Quantities Basis to Lump Sum Basis") to the following Contracts including related Work Authorizations between Hidalgo County (Precinct No. 1) and L & G Engineering Laboratory, LLC in connection with the following:
 - A. C-03-173-10-09
 - B. C-04-087-03-08
 - C. C-05-102-03-16
 - D. C-05-105-03-08
 - E. C-06-145-03-06

C. Prct. 2

1. A. Presentation for discussion, consideration, acceptance and approval of Request for Payment No. 4 in the amount \$ 65,463.27 from Oscorp Construction and Development, Inc.,(contracted vendor) for the"**Construction of Two Restrooms and One Concession Stand for North San Juan Park at Precinct No.2**" and certified for payment for project architect, V-A Architecture, with authority for Auditor to issue payment after review, audit and processing procedures completed. C-06-062-03-21

B. Presentation for discussion, consideration, acceptance and approval of Request for Payment No. 3 in the amount of \$640.25 from V-A Architecture, contracted architect for"**Constru "Construction of Two Restrooms and One Concession Stand for North San Juan Park at Precinct No. 2"**" with authority for Auditor to issue payment after review, audit and processing procedures completed. C-01-107-03-13

C. Requesting approval of Change Order No.1 (to increase 106 days to original contract days) for "**Construction of Two Restrooms and One Concession Stand for North San Juan Park at Precinct No. 2**" with contracted vendor, Oscorp Construction and Development Inc. and as certified by project architect, V-A Architecture, contracted architect. C-06-062-03-21

D. Requesting approval of "**Certificate of Substantial Completion**" for contracted vendor, Oscorp Construction and Development Inc. reflecting the completion date of November 1, 2006, and as certified by project architect, V-A Architecture, contracted architect.
2. Recommending award of Bid and approval of Contract to lowest bidder meeting all requirements and specifications for"**Installation of 36-Inch Reinforced Concrete Pipe & Miscellaneous Items for Mccoll Road**".

D. Prct. 3

1. Requesting approval of a "Supplemental Agreement #1 to Work Authorization No. 1" with Dannenbaum Environmental Corporation to reflect the increased cost by \$21,473.36 for a revised total of \$54,884.96.
2. Acceptance and approval of Invoice # 06-218 dated 10/11/06 in the amount of \$20,490.35 as submitted by Hinojosa Engineering, Inc. in connection with engineering services for the Taylor Road overlay from 3 Mile Line to 5 Mile Line with authority for Auditor to issue payment.

3. Recommending or did award and approval or contract (subject to legal review) to sole bidder meeting all specifications as attached hereto for: **"Hauling Services of Crushed Caliche"** RFB (6-270)

E. Prct. 4

1. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) '.... a Professional Service' with QUINTANILLA, HEADLEY & ASSOCIATES for the "DEVELOPMENT OF DRAINAGE IMPROVEMENTS AT TAMARRON ESTATES" for HIDALGO COUNTY PRECINCT No.4

B. Requesting authority to negotiate a "Professional Engineering Service Contract" with the No.1 Ranked firm: QUINTANILLA, HEADLEY & ASSOCIATES for "DEVELOPMENT OF DRAINAGE IMPROVEMENTS AT TAMARRON ESTATES" for HIDALGO COUNTY PRECINCT No.4

F. Buildings & Grounds

1. Acceptance and approval of Invoice # 25004.04 in the amount of \$7,711.00 as submitted by Rike Ogden Figueroa Alex Architect, Inc. contracted architect for the: " Construction of Offices at the property, fka, the Kmart Building.
2. Acceptance and approval of Invoice #24032PMT08 in the amount of \$2,660.44 as submitted by Rike Ogden Figueroa Alex Architects, Inc. contracted architect for the New Adult Probation Offices.

G. Elections Department

1. Presentation for discussion, consideration and action to salvage the Shoup Lever Voting Machines through the following options:
 - A. **Option I** - through Hidalgo County's awarded vendor, Mesquite Metal Holdings, for the "Removal and Sale of Scrap Metal"; **or, in the alternatives,**
 - B. **Option II** - award the current "bid" received from Robert's Salvage Center in the amount of \$2,000.00 for all 500 machines which **does not include transport expenses;**
 - C. **Option III** - authority to reject the sole bid received for "Disposition of Shoup Lever Voting Machines".

H. Co. Wide

1. Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contractors (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge to execute necessary/required document(s).
2. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following : Damages and on-going county efforts to address emergency situation/conditions resulting from torrential rains and flooding.

I. Colonia Access Program Pct. 1

1. Presentation for discussion, consideration, acceptance and approval of **PAYMENT APPLICATION No. 4** submitted by **I.O.C. COMPANY, LLC** in the amount of \$ **103,391.47** in connection with **(Contract No. C-CAP-06-001-02-28-ROAD CONSTRUCTION OF CAPISALLO PARK SUBDIVISION)**

J. Colonia Access Program Pct. 2

-

1. Presentation for discussion, consideration, acceptance and approval of **APPLICATION PAYMENT OF RETAINAGE** submitted by **D.M. ROTH EXCAVATING** in the amount of \$ **13,114.28** in connection with **(CONTRACT NO. C-CAP-05-005-06-01-ROAD CONSTRUCTION OF CAMPO ALTO)**

K. Adult Probation

1. Presentation for consideration, discussion, acceptance and approval/ratification of the negotiated contract with Drs. Heslet, Pina and Ramirez for "Psychological Evaluation Services" for Hidalgo County Community Supervision & Corrections Department.

16. Budget & Management - Valde Guerra:

A. Discussion, consideration and action on approval for payroll deductions for SEIU members

B. Requesting approval for the County Auditor to pay additional premium of \$ 35,582.00 to Alamo Insurance Group for the final payroll audit of 07/01/06 on the County's Workers' Comp. Policy with Safety National Casualty Corp., Excess Workers' Compensation Insurance- Policy Term 07/01/05-07/01/06.

C. WIC

1. Discussion, Consideration and Approval to create one temporary slot to replace employee currently on Military Leave not to exceed 6 months and or December 31, 2006.

*Slot # 350-001-7-**T219** - LVN

2. Approval to set salary at \$15.38 per hour (\$ 32,000.00 annually)

3. Approval of revised salary schedule

D. Discussion, Consideration and Action rescinding action taken by Commissioners Court on October 24, 2006 as it pertains to Agenda Item 18C, *"Discussion, consideration and action regarding compensation of Constable Pct. #5"*

E. Acceptance of Subrogation Check in the amount of \$ 22,500. from Texas Municipal League for Workers' Comp.Claim # 03107663.

F. Approval of Interdepartmental transfer from Co. Wide Adm. to Adult Prob (Telephone)

G. Approval of Inter-Departmental Transfer from Co. Wide Adm. to Independent Audit - \$480.00

H. Approval of Inter-Departmental Transfer from Co. Wide Adm. to Arbitrage Calc. - \$6,750.00

I. Approval of Inter-Departmental from Co. Wide Adm. to Dept. of Budget & Mgmt. - \$2,250.00

J. Approval of inter-departmental transfer from Computer Dept to Info-Tech Dept. (\$700.00).

K. Approval of Appropriation of funds - IT Dept. - JP Fund 1242

L. Approval of reimbursement to the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of \$ 42,567.35 for the period of 10/01/06-10/15/06 and requesting approval of wire transfer.

M. Approval of Inter-Departmental Transfer from Co. Wide Adm. to General Litigation - \$75,000.00

N. Discussion, consideration and action on request for exemption from General Fund Hiring Freeze:

1. Co. Clerk

17. Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.074 to discuss the following:

- A. Real Estate Acquisition
- B. Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project
- C. Pending and/or potential litigation
- D. Irene Caceres vs. Omar Guerrero, Hidalgo County District Clerk and Hidalgo County
- E. Martha Patricia Garza, as next friend of Carlos Daniel Garza, a minor, Amelia Ibarra, as next friend of Cynthia J. Ibarra, a minor and Elia Gutierrez, as next friend of Yajaira A. Gutierrez, a minor vs. Hidalgo County and Cornelio Perez
- F. Discussion of job duties and evaluation of Hidalgo County Buildings & Grounds Director

18. Open Session:

- A. Real Estate Acquisition
- B. Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project
- C. Pending and/or potential litigation
- D. Irene Caceres vs. Omar Guerrero, Hidalgo County District Clerk and Hidalgo County
- E. Martha Patricia Garza, as next friend of Carlos Daniel Garza, a minor, Amelia Ibarra, as next friend of Cynthia J. Ibarra, a minor and Elia Gutierrez, as next friend of Yajaira A. Gutierrez, a minor vs. Hidalgo County and Cornelio Perez
- F. Discussion and action on job duties and evaluation of Hidalgo County Buildings & Grounds Director

19. Closed Session:

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

20. Open Session:

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

21. Adjourn

AI-864
City of Weslaco - Amendment
CC REGULAR

8.A.

Date: 10/31/2006
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

The City of Weslaco is requesting the approval of Budget & Program Amendment for Fiscal Years 17 & 18 (2004 & 2005). The proposed amendment for 2004 will decrease the Parks, Recreational Facility line item and create a Water & Sewer Improvements line item. The Proposed amendment for 2005 will decrease Street Improvements, General Administration and the Public Facility line items and create a Water & Sewer Improvements line item.

BACKGROUND

The City of Weslaco held a public hearing on October 17, 2006 during the city commission meeting to solicit input from interested parties. Thereafter, the city commission approved the budget & program amendment as submitted. See attached letter submitted by city.

Attached is a copy of the Budget & Program Amendment as approved for your review.

Revenue & Expenditures

Attachments

Link: [City of Weslaco](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/26/2006 09:20 AM	APRV
2	Sergio Cruz	Sergio Cruz	10/26/2006 09:38 AM	APRV
3	Purchasing Department	Marty Salazar	10/26/2006 09:51 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 10:28 AM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 11:42 AM	APRV

Form Started By: Estella Webber
Started On: 10/25/2006 11:03 AM

Final Approval Date: 10/27/2006

City of Weslaco

"The City on the Grow"



JOE V. SÁNCHEZ, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem
HECTOR "BUDDY" DE LA ROSA, Commissioner
SOYLA R. GONZALEZ, Commissioner
ADRIAN GONZALEZ, Commissioner

ANTHONY COVACEVICH, City Manager

October 19, 2006

Ms. Diana R. Serna, Executive Director
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Budget & Program Amendment Year 17 (2004) & 18 (2005)

Dear Ms. Serna:

The City of Weslaco is requesting to be placed on the agenda for Hidalgo County Commissioners Court to approve the Budget & Program Amendment to its Urban County program year 17 (2004) & 18 (2005). The proposed amendment will Decrease the Parks recreational Facility line item by \$139,924.95, the General Administration line item by \$59.95, the Street Improvements line item by \$81,580.35, the Public Facility line item by \$15,669.06 and create a new Water/Sewer Improvements line item in the amount of \$237,234.31 for the continuation of waterline project in the 2006 work plan.

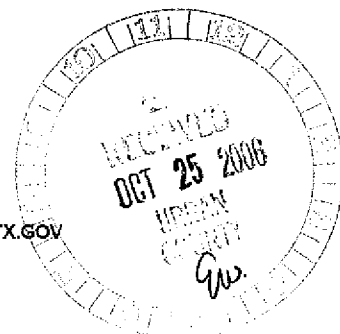
The City Commission approved the Budget & Program Amendment year 17 (2004) & 18 (2005) at their regular meeting of October 17, 2006. I have enclosed the necessary documentation.

Thank you for your prompt attention to this matter.

Sincerely,

Anthony Covacevich
City Manager

Attachments



City of Weslaco

"The City on the Grow"



JOE V. SÁNCHEZ, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem
HECTOR "BUDDY" DE LA ROSA, Commissioner
SOYLA R. GONZALEZ, Commissioner
ADRIAN GONZALEZ, Commissioner

ANTHONY COVACEVICH, City Manager

INTERNAL MEMO

DATE: October 18, 2006
TO: Sylvia Martinez, Urban County Coordinator
FROM: Amanda C. Elizondo, City Secretary *ACE*
RE: AGENDA ITEM

At their regular meeting of October 17, 2006, the Weslaco City Commission approved Resolution No. 2006-31 adopting Budget & Program Amendment for Years Seventeen (17) 2004 and Eighteen (18) 2005 for the Urban County Program. Enclosed is an original copy of the resolution executed by Mayor Joe V. Sánchez. As per your request, enclosed for your records is the City Secretary's Certificate.

Should you have any questions, please call me at Ext. 3102.

ACE: jvb

Enclosure



RESOLUTION NO. 2006-31

A RESOLUTION ADOPTING BUDGET & PROGRAM AMENDMENT FOR YEARS SEVENTEEN (17) 2004 AND EIGHTEEN (18) 2005 FOR THE URBAN COUNTY PROGRAM.

WHEREAS: the City of CITY OF WESLACO is participating in the Urban County Program; and

WHEREAS: the City of CITY OF WESLACO conducted a Public Hearing on Tuesday, October 17, 2006, at 6:00 P.M. at the CITY OF WESLACO City Hall Legislative Chamber to solicit public input on community needs in compliance with CDBG Requirements'

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CITY OF WESLACO, TEXAS THAT:

The Urban County Program Budget & Program Amendment for Years Seventeen (17) 2004 and for Eighteen (18) 2005 is hereby adopted as follows:

<u>Existing</u>	<u>Year 17 (2004) Activities</u>	<u>Proposed</u>
\$ 23,819.29	Public Facility Improvements	\$ 23,819.29
\$341,465.18	Parks, Recreational Facility (-\$139,924.95)	\$201,540.23
\$ 27,236.71	Public Services (General)	\$ 27,236.71
\$ 6,700.00	Senior Services	\$ 6,700.00
\$ 57,826.35	Youth Services	\$ 57,826.35
\$ 1,451.81	Battered & Abused Spouses	\$ 1,451.81
\$ 10,605.01	Code Enforcement	\$ 10,605.01
\$ 15,463.65	General Administration	\$ 15,463.65
\$ 0.00	Water & Sewer Improvements (\$139,924.95)	\$139,924.95
\$484,568.00	Total	\$484,568.00

The proposed amendment will **CREATE** a new Water & Sewer line item for the continuation of waterline project in the 2006 work plan, and it will **DECREASE** the Parks, Recreational Facility line item and will eliminate the construction of the bathroom facilities.

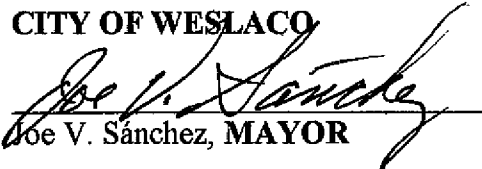
<u>Existing</u>	<u>Year 18 (2005) Activities</u>	<u>Proposed</u>
\$155,190.00	Water/Sewer Improvements (Colonia)	\$155,190.00
\$174,960.00	Street Improvements (-\$81,580.35)	\$ 93,379.65
\$ 58,000.00	Youth Services	\$ 58,000.00
\$ 10,000.00	Senior Services	\$ 10,000.00
\$ 13,000.00	Code Enforcement	\$ 13,000.00
\$ 8,378.00	General Administration (-\$59.95)	\$ 8,318.05
\$ 30,000.00	Public Facilities (-\$15,669.06)	\$ 14,330.94
\$ 0.00	Water & Sewer Improvements (+\$97,309.36)	\$ 97,309.36
\$449,528.00	Total	\$449,528.00

The proposed amendment will **CREATE** a new Water/Sewer Improvements line item for the

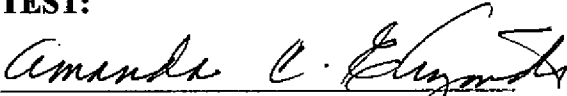
continuation of waterline project in the 2006 work plan, and **DECREASE** the Street Improvements - all projects have been completed; **DECREASE** the General Administration line item a surplus of funds; and **DECREASE** the Public Facility Improvement line item project has been completed.

PASSED, APPROVED AND ADOPTED on this 17th day of October, 2006.

CITY OF WESLACO


Joe V. Sanchez, **MAYOR**

ATTEST:


Amanda C. Elizondo, **CITY SECRETARY**

APPROVED AS TO FORM:

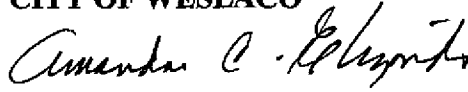

Ramon Vela, **CITY ATTORNEY**

CERTIFICATE

I, Amanda C. Elizondo, City Secretary of the City of Weslaco, Texas, **DO HEREBY CERTIFY**, that the Weslaco City Commission at their regular meeting of October 17, 2006 considered and held a public hearing to solicit input from interested parties on the City of Weslaco's proposed budget and program amendment to the Urban County Program and approved Resolution No. 2006-31 amending the Urban County Program for Years 17, (2004) and 18, (2005). That such action of the Weslaco City Commission is recorded in Volume 43 of the Weslaco Minute Book.

DATED this 18th day of October, 2006.


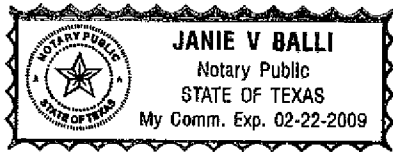
CITY OF WESLACO



Amanda C. Elizondo
City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 18th day of October, 2006 that the above facts are true and correct to the best of her knowledge.



Janie V. Balli, Notary Public
My Commission expires: 02/22/09

STATE OF TEXAS COUNTY OF HIDALGO

**PUBLIC HEARING NOTICE
CITY OF WESLACO
URBAN COUNTY PROGRAM**

Published On: October 13, 2006

PROGRAM AND BUDGET AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of **Weslaco** will conduct a Public Hearing to solicit input from interested parties on the City's proposed budget and program amendments to its Urban County program, **Years 17 & 18 (2004 & 2005)**.

The Public Hearing will be held on, October **17, 2006** at **6:00 P.M.** at the **Weslaco** City Hall, **255 S. Kansas St., Weslaco, TX. 78596.**

<u>Existing</u>	<u>Year 17 (2004) Activities</u>	<u>Proposed</u>
\$ 23,819.29	Public Facility Improvements	\$ 23,819.29
\$341,465.18	Parks, Recreational Facility (\$139,924.95)	\$ 201,540.23
\$ 27,236.71	Public Services (General)	\$ 27,236.71
\$ 6,700.00	Senior Services	\$ 6,700.00
\$ 57,826.35	Youth Services	\$ 57,826.35
\$ 1,451.81	Battered & Abused Spouses	\$ 1,451.81
\$ 10,605.01	Code Enforcement	\$ 10,605.01
\$ 15,463.65	General Administration	\$ 15,463.65
\$ 0.00	Water & Sewer Improvements (+\$139,924.95)	\$ 139,924.95
\$484,568.00	Total	\$484,568.00

The proposed amendment will **CREATE** a new Water & Sewer line item for the continuation of waterline project in the 2006 workplan, and it will **DECREASE** the Parks, Recreational Facility line item and will eliminate the construction of the bathroom facilities.

<u>Existing</u>	<u>Year 18 (2005) Activities</u>	<u>Proposed</u>
\$155,190.00	Water/Sewer Improvements (Colonia)	\$ 155,190.00
\$174,960.00	Street Improvements (81,580.35)	\$ 93,379.65
\$ 58,000.00	Youth Services	\$ 58,000.00
\$ 10,000.00	Senior Services	\$ 10,000.00
\$ 13,000.00	Code Enforcement	\$ 13,000.00
\$ 8,378.00	General Administration (-59.95)	\$ 8,318.05
\$ 30,000.00	Public Facilities (15,669.06)	\$ 14,330.94
\$ 0.00	Water & Sewer Improvements (+\$97,309.36)	\$ 97,309.36
\$449,528.00	Total	\$449,528.00

The proposed amendment will **CREATE** a new Water/Sewer Improvements line item for the continuation of waterline project in the 2006 workplan, and **DECREASE** the Street Improvements- all projects have been completed; **DECREASE** the General Administration line item a surplus of funds; and **DECREASE** the Public Facility Improvement line item project has been completed.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 968-3181. Written comments may be forwarded to:

Mayor Joe V. Sanchez
City of Weslaco
255 S. Kansas St.
Weslaco, TX. 78596

AI-874
ORCA Grant
CC REGULAR

8.B.

Date: 10/31/2006
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Approval of ORCA 2006 EDAP Colonia Grant # 726155 contract with ASAGO L.L.C. in the amount of \$577,768.00 for 133 first time sewer improvements to Colonia La Palma in the City of Weslaco's ETJ area in Pct. # 1.

BACKGROUND

The project consists of first time sewer improvements, service connections, septic tank remediations, and related appurtenances to 133 households in Colonia La Palma. This project bid opening was held on Wednesday, November 23, 2005 and ASAGO L.L.C. was the lowest of four (4) bidders. Attached please find the engineer's recommendation and the bid tabulation sheet. Please be advised that ASAGO, the contractor, is still honoring his bid submitted on November 23, 2005 (see letter attached).

Colonia La Palma was part of the 2004 Colonia Construction Grant # 724065, but was deleted because of increase of material prices due to Hurricane Katrina and Rita. However, an EDAP Application for sewer improvements for Colonia La Palma was submitted to ORCA and approved in 2006. Therefore, we are ready to continue with this project. .

Contractor: ASAGO L.L.C.
Total Contract Amount: \$ 577,768.00

Construction Funds Available:

2006 EDAP Grant # 726155 Funds: \$ 450,000.00
City of Weslaco Matching Funds \$ 130,190.00
Total Funds Available: \$ 580,190.00

Revenue & Expenditures

Attachments

Link: [orca grant](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/26/2006 09:40 AM	APRV
2	Sergio Cruz	Sergio Cruz	10/26/2006 10:07 AM	APRV
3	Purchasing Department	Marty Salazar	10/26/2006 10:13 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 10:24 AM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 11:42 AM	APRV

Form Started By: Estella Webber

Started On: 10/25/2006 01:56 PM

Final Approval Date: 10/27/2006

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

BID OPENING DATE: NOVEMBER 23, 2005

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "SANITARY SEWER IMPROVEMENTS FOR COLONIA LAS PALMAS"

GRANT CONTRACT NO. 724065

BID NO	BIDDER/COMPANY NAME	Total Price for Entire Project	Total Alternate Deductive	Grand Total with Alternate Deductive	BID BOND/ CASHIER'S CHECK INCLUDED
1.	Asago Construction, LLC	\$577,768.00	\$<29,000.00>	\$548,768.00	✓
2.	Saenz Utility Construction, LTD	\$623,216.00	\$<174,000.00>	\$449,216.00	✓
3.	The S125 Company	\$905,125.00	\$<217,500.00>	\$687,625.00	✓
4.	JM Construction	\$767,594.00	\$<123,250.00>	\$644,344.00	✓
5.					
6.					
7.					

ASAGO CONSTRUCTION

"QUALITY AND SERVICE"

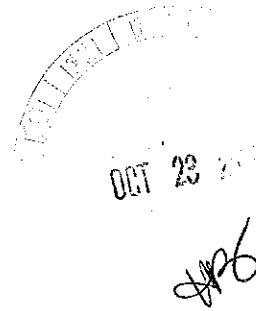


RAÚL IGLESIAS
Manager

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956) 607-0741 office
(956) 585-7040 fax
iglesias@hiline.net

October 23, 2006

Hidalgo County Urban County Program
Attn: Pete de la Cruz, Colonia Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78577



Re: Sanitary Sewer Improvements for Colonia Las Palmas

Dear Mr. de la Cruz:

We would like to inform you that we are still willing to honor the original bid for the above mentioned project submitted on November 23rd, 2005.

We appreciate the opportunity to work with the Hidalgo County.

If you need to contact me, you can reach me at (956) 607-0741.

Best regards,


Raul Iglesias, Manager

C.C. Mr. Randy Winston, P.E.
Sigler, Winston, Greenwood
& Associates, Inc.
1604 East Highway 83
Weslaco, Texas 78596

AI-884

8.C.

**Pct. #1 - proposed amendment
CC REGULAR**

Date: 10/31/2006
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

1. Hold Public Hearing to consider public comments on a proposed amendment for Pct. #1 concerning recaptured and/or forfeited CDBG funds from the cities of La Villa, Edcouch, Elsa, Progreso and Progreso Lakes from Program Year 2004, 2005 & 2006 in the total amount of \$784,741.90.

2. Consideration and Approval of an amendment to the Pct. #1 CDBG workplan for recaptured and /or forfeited funds;

To increase the following line item:

Street Improvements (Mile 6W from Mile 11N to HWY 107) \$784,741.90

To create the following line items:

Rehab; Single Unite Residential \$50,000.00

Parks, Recreational Facilities (La Villa) \$15,000.00

BACKGROUND

The cities of Edcouch, Elsa, La Villa, Progreso and Progreso Lakes have all lost CDBG funding to Hidalgo County Precinct No. 1 in the total amount of \$784,741.90. These funds were lost due to the cities either not meeting the 1.5 expenditure ratio requirement or failure to prepare and submit a yearly city audit. In some cases, both requirements were not met. According to the Court approved CDBG Program Policy, the commissioner now has discretion over these funds. The resulting amendment to the Pct. 1 work plan is reflective of the new uses for these funds.

Revenue & Expenditures

Attachments

Link: [Pct. #1 - Amendment](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/26/2006 04:04 PM	APRV
2	Sergio Cruz	Sergio Cruz	10/26/2006 04:52 PM	APRV
3	Purchasing Department	Marty Salazar	10/27/2006 11:05 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 01:37 PM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 04:42 PM	APRV

Form Started By: Estella Webber

Started On: 10/25/2006 02:28 PM

Final Approval Date: 10/27/2006

URBAN COUNTY PROGRAM

**Hidalgo County Commissioners' Court
Agenda Request Form**

No. _____

Date: October 24, 2006 Meeting Date Request: October 31, 2006

Deadline for Action: October 31, 2006 Contact Person: *Diana R. Serna*

Department: *Urban County Program* Phone: *(956) 787-8127* Fax: *(956) 787-5291*

Diana R. Serna, UCP Director 

Caption:

- a. Hold Public Hearing to consider public comments on a proposed amendment for Pct. #1 concerning recaptured and/or forfeited CDBG funds from the cities of La Villa, Edcouch, Elsa, Progreso and Progreso Lakes from Program Year 2004, 2005 & 2006 in the total amount of \$784,741.90.
- b. Consideration and Approval of an amendment to the Pct. #1 CDBG workplan for recaptured and /or forfeited funds

To increase the following line item:


Street Improvements (Mile 6W from Mile 11N to HWY 107) \$784,741.90

To create the following line items:

Rehab; Single Unite Residential	\$50,000.00
Parks, Recreational Facilities (La Villa)	\$15,000.00

Background:

The cities of Edcouch, Elsa, La Villa, Progreso and Progreso Lakes have all lost CDBG funding to Hidalgo County Precinct No. 1 in the total amount of \$784,741.90. These funds were lost due to the cities either not meeting the 1.5 expenditure ratio requirement or failure to prepare and submit a yearly city audit. In some cases, both requirements were not met. According to the Court approved CDBG Program Policy, the commissioner now has discretion over these funds. The resulting amendment to the Pct. 1 work plan is reflective of the new uses for these funds.

CDBG Manager:  Deputy Dir. _____ Finance: _____

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____

Dept./Fund No. _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes: _____ No: _____
Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

**PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT #1
URBAN COUNTY PROGRAM**

BUDGET AND PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County **Precinct #1** will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed budget and program amendment to its Urban County program **Year 17 (2004), Year 18 (2005) and Year 19 (2006)**.

The Public Hearing will be held on **Tuesday, October 31, 2006** at 9:30 a.m. at the Hidalgo County Commissioners' Courtroom located at 100 East Cano, 1st Floor, Edinburg, Texas.

Following are the proposed budget and program amendments for your consideration:

URBAN COUNTY YR 17 (2004)

The proposed amendment to Street Improvements will include the reconstruction of Mile 6 West from Mile 11North to HWY 107.

URBAN COUNTY YR 18 (2005)

The proposed amendment to Street Improvements will include the reconstruction of Mile 6 West from Mile 11North to HWY 107.

EXISTING BUDGET	UCP YR 19(2006) ACTIVITIES	PROPOSED BUDGET
\$ 333,267.76	STREET IMPROVEMENTS (+\$784,741.90)	\$1,118,009.66
\$ 0.00	REHAB; SINGLE UNIT RESIDENTIAL (+\$50,000.00)	\$ 50,000.00
\$ 10,000.00	NEIGHBORHOOD FACILITY (ELSA) (-\$10,000.00)	\$ 0.00
\$ 40,000.00	PARKS, RECREATIONAL FACILITIES (EDCOUCH) (-\$40,000.00)	\$ 0.00
\$ 116,126.00	PARKS, RECREATIONAL FACILITIES (ELSA)(-\$116,126.00)	\$ 0.00
\$ 280,000.00	PARKS, RECREATIONAL FACILITIES (PROGRESO)(-\$102,399.90)	\$ 177,600.10
\$ 0.00	PARKS, RECREATIONAL FACILITIES (LA VILLA) (+\$15,000.00)	\$ 15,000.00
\$ 125,316.00	WATER / SEWER IMPROVEMENTS (EDCOUCH) (-\$125,316.00)	\$ 0.00
\$ 119,190.00	WATER / SEWER IMPROVEMENTS (ELSA)(-\$119,190.00)	\$ 0.00
\$ 90,000.00	STREET IMPROVEMENTS (EDCOUCH) (-\$90,000.00)	\$ 0.00
\$ 67,701.00	STREET IMPROVEMENTS (PROGRESO) (-\$67,701.00)	\$ 0.00
\$ 30,000.00	FIRE STATION / EQUIPMENT (EDCOUCH) (-\$30,000.00)	\$ 0.00
\$ 50,000.00	FIRE STATION / EQUIPMENT (ELSA)(-\$50,000.00)	\$ 0.00
\$ 15,000.00	CI LAND ACQUISITION (EDCOUCH)(-\$15,000.00)	\$ 0.00
\$ 34,239.00	CI INFRASTRUCTURE (PROGRESO LAKES)(-\$34,239.00)	\$ 0.00
\$ 17,385.00	GENERAL ADMINISTRATION (EDCOUCH) (-\$17,385.00)	\$ 0.00
\$ 17,385.00	GENERAL ADMINISTRATION (ELSA)(-\$17,385.00)	\$ 0.00
\$ 182,501.00	PLANNING SERVICES (LA VILLA) (-\$15,000.00)	\$ 167,501.00

The proposed amendment increases the Street Improvements line item by \$784,741.90 for the reconstruction of Mile 6 West from Mile 11North to HWY 107.

The proposed amendment will create a Rehab; Single Unit Residential activity for improvements to eligible households throughout the Pct. 1 area in the amount of \$50,000.00.

The proposed amendment will create a Parks, Recreational Facilities (La Villa) activity in the amount of \$15,000.00 for the improvements of the bathhouse and swimming pool area of the park.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 968-8733. Written comments may be forwarded to:

Commissioner Sylvia S. Handy
Hidalgo County Precinct #1
1902 Joe Stephens Avenue
Weslaco, Texas 78589

AI-890
Health Services District
CC REGULAR

9.A.

Date: 10/31/2006
Submitted By: Sandra De Leon, COUNTY JUDGE
Submitted For: Steve Austin
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Agenda Item

CAPTION

Discussion, consideration and possible action on correspondence received from the Rio Grande Valley Health Services District (RGVHSD) Board requesting:

1. Hidalgo County convey State Tobacco Settlement Funds in the amount of \$750,441.50 to the RGVHSD
2. Monthly financial reports from Hidalgo County to be conveyed to the fiscal agent for the RGVHSD concerning the expenditures and revenues related to the provision of indigent health care
3. Discussion, consideration, and possible action to receive and accept the RGVHSD Independent Financial Audit Report from inception (February 19, 2002) to August 31, 2005 at the request of the RGVHSD

BACKGROUND

Revenue & Expenditures

Attachments

Link: [letter](#)

Link: [report](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/27/2006 09:08 AM	APRV
2	Sergio Cruz	Sergio Cruz	10/27/2006 09:36 AM	APRV
3	Purchasing Department	Marty Salazar	10/27/2006 11:06 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 01:38 PM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 04:42 PM	APRV

Form Started By: Sandra De Leon
Started On: 10/25/2006 02:48 PM

Final Approval Date: 10/27/2006



Rio Grande Valley Health Services District

E. Linda Villarreal, M.D., Chair
H. Wm. Card, Jr., Vice-Chair
Rev. Jerry Frank, Secretary
Lawrence R. Gelman, M.D.
Fred L. Perez, Jr., M.D.
Gustavo Stern, M.D.
Paul Villas, D.Ed., CHES

Tel: (956) 793-0590 Fax: (956) 427-8107

RECEIVED

October 6, 2006

OCT 10 2006
MC
COUNTY JUDGE

The Honorable Ramon Garcia
Hidalgo County Judge
100 East Cano St. 2nd Floor
Edinburg, Texas 78539

Re: Hidalgo County's distribution of Tobacco Settlement Proceeds to the Rio Grande Valley Health Services District

Dear Judge Garcia:

In accordance with Chapter 287.024(a)(5)(A) of the Texas Health & Safety Code relating to the disposition of settlement proceeds dated July 18, 1998 or July 24, 1998 filed in the United States District Court, Eastern District of Texas, in the case styled "The State of Texas vs. American Tobacco Company, et. al. No. 5-96CV-91" and the Concurrent Order between Hidalgo County and Cameron County creating the Rio Grande Valley Health Services District (the "District"), the Board of the Rio Grande Valley Health Services District is requesting that your County convey \$750,441.50 to the District in compliance with aforementioned agreements and State Statutes.

The Concurrent Order between Hidalgo County and Cameron County remains in effect until August 31, 2007, and it was in effect when Hidalgo County received the "State Tobacco Settlement Funds" on April 26, 2006. Until August 31, 2007, all requirements and terms of this agreement should be honored. Upon completion of the contract, the Health Services District will transfer to the County all unspent funds contributed by Hidalgo County within a timely manner. To fulfill its statutory charge, the RGVHSD requests monthly financial reporting concerning the expenditures and revenues relating to the provision of indigent health care provided by Hidalgo County be conveyed to our Fiscal Agent by the 15th of each month following each month's end. If you have any questions, please feel free to call our Fiscal Agent at (956) 544-0822.

Sincerely,

E. Linda Villarreal, M.D.
Chair, RGVHSD Board

HIDALGO COUNTY
BUDGET OFFICE

OCT 18 PM 10 16
OK
Seal
10/18/06

The Honorable Ramon Garcia

October 6, 2006

Page 2 of 2

cc:

**Sylvia Handy
Hidalgo County Commissioner, Pct 1
1902 Joe Stevens
Weslaco, TX 78596**

**Hector "Tito" Palacios
Hidalgo County Commissioner, Pct 2
301 E. State Street
Pharr, TX 78577**

**Joe M. Flores
Hidalgo County Commissioner, Pct 3
P.O. Box 607
Mission, TX 78572**

**Oscar Garza
Hidalgo County Commissioner, Pct 4
900 N. Doolittle
Edinburg, TX 78539**

✓ ✓
RECEIVED


OCT 06 2006

COUNTY JUDGE

**RIO GRANDE VALLEY HEALTH
SERVICES DISTRICT**

FINANCIAL REPORT

**FROM INCEPTION (FEBRUARY 19, 2002)
TO
AUGUST 31, 2005**

 **CERTIFIED PUBLIC ACCOUNTANTS
BUSINESS CONSULTANTS**

LONG CHILTON, LLP

RIO GRANDE VALLEY HEALTH SERVICES DISTRICT

TABLE OF CONTENTS

	PAGE
INDEPENDENT AUDITOR'S REPORT	3-4
MANAGEMENT'S DISCUSSION AND ANALYSIS	5-9
BASIC FINANCIAL STATEMENTS	
Statement of Net Assets	10
Statement of Revenues, Expenditures, and Changes in Fund Balance/Net Assets	11
Notes to Financial Statements	12-15
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government</i> <i>Auditing Standards</i>	16-17

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Rio Grande Valley Health Services District

We have audited the accompanying basic financial statements of the Rio Grande Valley Health Services District as of August 31, 2005 and for the period from inception (February 19, 2002) through August 31, 2005 as listed in the table of contents. These financial statements are the responsibility of the Rio Grande Valley Health Services District's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Rio Grande Valley Health Services District, as of August 31, 2005 and from inception (February 19, 2002), and the changes in its net assets for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with Government Auditing Standards, we have also issued our report dated July 19, 2006 on our consideration of the Rio Grande Valley Health Services District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be considered in assessing the results of our audit.

Management's Discussion and Analysis on pages 5 thru 9 is not a required part of the basic financial statements, but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Long Chilton LLP

Brownsville, Texas
July 19, 2006

MANAGEMENT'S DISCUSSION AND ANALYSIS

This discussion and analysis of the Rio Grande Valley Health Services District (RGVHSD) financial performance provides an overview of the RGVHSD's financial activities from inception (February 19, 2002) through the fiscal year ended August 31, 2005. The MD&A should be read in conjunction with the accompanying basic financial statements and the accompanying notes to those financial statements.

The RGVHSD also implemented the provisions of GASB Statement 37, "*Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments.*" This Statement clarifies certain GASB 34 provisions related to MD&A requirements and the modified approach to infrastructure. Additionally, the RGVHSD also implemented GASB 38, "*Certain Financial Statement Note Disclosures*" and GASB Interpretation No. 6, "*Recognition and Measurement of Certain Liabilities and Expenditures in Governmental Fund Financial Statement, effective October 1, 2001.*"

FINANCIAL HIGHLIGHTS

The assets of the RGVHSD's Governmental activities were \$1,523,230 and the liabilities were \$11,355 at the close of the FY2005. This difference resulted in a fund balance of \$1,511,875.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the RGVHSD's basic financial statements which are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. At August 31, 2005, no adjustments were necessary to convert the governmental fund statements to government-wide statements.

The Government-wide financial statements. *The government-wide financial statements* are designed to provide readers with a broad overview of the RGVHSD's finances in a manner similar to private sector business. They present the financial picture of the RGVHSD from an economic resources measurement focus using the accrual basis of accounting. These statements include all assets of the RGVHSD as well as all liabilities.

The statement of net assets presents information on all the RGVHSD's assets and liabilities, with the difference between the two reported as *net assets*.

The statement of revenues, expenditures, and changes in fund balance/net assets presents information showing how net assets changed during the most recent fiscal year using full accrual basis of accounting. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and

The government-wide financial statements distinguish functions of the RGVHSD that are principally supported by intergovernmental revenues (governmental activities) from other business functions that are intended to recover all or a significant portion of their costs through user fees and charges. The governmental activities of the RGVHSD only include general government.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The RGVHSD, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The fund of the RGVHSD is categorized a governmental fund.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. Unlike the government-wide financial statements, however, governmental funds financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating the RGVHSD's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate the comparison between *governmental funds* and *governmental activities*.

The RGVHSD maintains one individual governmental fund. Information is presented separately in the governmental fund balance sheet and in the governmental funds statement of revenues, expenditures and changes in fund balances for the Fund.

The RGVHSD adopts an annual appropriated budget as a management control device during the year for the Fund. A budgetary comparison schedule (original versus final) has been provided for the Fund.

Notes to the basic financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Of the RGVHSD's total assets of \$1,523,230, the largest components are: 1) cash of \$462,707 or 30.4%, 2) receivables which largely represent the Tobacco funds due from Cameron County for FY 2002 \$129,400 and Hidalgo County for Fiscal Years 2002 through 2005 for \$931,123 both

Of the RGVHSD's total assets of \$1,523,230, the largest components are: 1) cash of \$462,707 or 30.4%, 2) receivables which largely represent the Tobacco funds due from Cameron County for FY 2002 \$129,400 and Hidalgo County for Fiscal Years 2002 through 2005 for \$931,123 both representing 69.6% of the total assets. Out of the total liabilities of \$11,355, all are current liabilities.

The RGVHSD's assets equaled liabilities at the close of each of the fiscal years.

The RGVHSD's net assets for fiscal year ended August 31, 2005 are summarized as follows:

	Governmental Activities <u>August 31, 2005</u>
Current and other assets	\$ <u>1,523,230</u>
Total assets	1,523,230
Current and other liabilities	<u>11,355</u>
Total liabilities	11,355
Net assets:	<u>1,511,875</u>
Total net assets	<u>\$ 1,511,875</u>

The Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance/Net Assets of Governmental Funds on page 11 further details the change in net assets.

Rio Grande Valley Health Services District's Changes in Net Assets

	Governmental Activities From Inception (February 19, 2002) to <u>August 31, 2005</u>
Revenues:	
General revenues:	
Intergovernmental revenues	\$ 1,570,858
Unrestricted investments earnings	<u>1,305</u>
Total revenues	1,572,163
Expenses:	
General government	<u>60,288</u>
Total expenses	60,288
Changes in net assets	1,511,875
Net assets -- beginning	-
Net assets -- ending	<u>\$ 1,511,875</u>

FINANCIAL ANALYSIS OF GOVERNMENTAL FUNDS

As noted earlier, the RGVHSD uses *fund accounting* to ensure and demonstrate compliance with finance-related legal requirements. Fund accounting and budget controls have been the framework of the RGVHSD's strong fiscal management and accountability.

Governmental funds. The general government functions are reported in the Fund. The focus of the RGVHSD's *governmental fund* is to provide information on near-term inflow, outflows and balances of *spendable* resources. Such information is useful in assessing the RGVHSD's annual financing and budgeting requirements. In particular, *unreserved fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the RGVHSD's governmental fund reported combined ending fund balance of \$1,511,875.

The Fund is the chief operating fund of the RGVHSD.

GENERAL FUND BUDGETARY HIGHLIGHTS

The budget is prepared in accordance with financial policies approved by the RGVHSD Budget Officer and the Board of Health Services Commissioners following a public hearing. The Budget Officer is required by policy to present the Board of Health Services Commissioners with a balanced budget.

The budget is prepared in accordance with accounting principles generally accepted in the United States of America by the RGVHSD Budget Officer and approved by the Board of Health Services Commissioners following a public hearing. Appropriated budgets are approved and employed as a management control device during the year. The RGVHSD maintains strict budgetary controls and sets its appropriations at the line item level for each department. Appropriation transfers may be made between line item or departments only with the approval of the Board of Health Services Commissioners. Reserves are established as a budget line item and may be transferred to other budget line items with approval of the Board of Health Services Commissioners.

The final FY2005 budget was adopted on July 18, 2005 with the total Fund expenditures amounting to \$60,288.

In total, the original budget and the final amended budget were equal.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The annual budget is developed to provide efficient, effective and economic uses of the RGVHSD's resources, as well as, a means to accomplish the highest priority objectives.

Through the budget, the Board of Health Services Commissioners sets the direction of the RGVHSD, allocates its resources and establishes its priorities.

In considering the RGVHSD budget for FY2006, the Board of Health Services Commissioners and management considered the following factors:

- Projected Tobacco settlement funds,
- Interest earnings are planned for maximum stability
- Each County's projected 8% limit.

REQUEST FOR INFORMATION

The financial report is designed to provide our citizens, taxpayers and investors with a general overview of the RGVHSD's finances and to show the RGVHSD's accountability for the money it receives. If you have questions about this report or need any additional financial information, contact the appropriate financial officer at 964 E. Harrison, Brownsville, Texas 78520.

RIO GRANDE VALLEY HEALTH SERVICES DISTRICT

STATEMENT OF NET ASSETS

August 31, 2005

ASSETS

Cash in bank	\$ 462,707
Accounts receivable	<u>1,060,523</u>
Total assets	<u>1,523,230</u>

LIABILITIES

Due to Cameron County	9,007
Payroll taxes payable	1,635
Fiscal agent fees payable	511
Accrued expenses	<u>202</u>
Total liabilities	<u>11,355</u>

NET ASSETS

Unrestricted	<u>\$ 1,511,875</u>
--------------	---------------------

See notes to the financial statements.

No adjustments are needed to convert the governmental fund statements to government-wide statements.

RIO GRANDE VALLEY HEALTH SERVICES DISTRICT
**STATEMENT OF REVENUES, EXPENDITURES, AND
 CHANGES IN FUND BALANCE/NET ASSETS**
 From Inception (February 19, 2002) to August 31, 2005

Revenues	
Intergovernmental	\$ 1,570,858
Interest	<u>1,305</u>
	<u>1,572,163</u>
Expenditures	
Advertising	2,081
Fiscal agent fees	852
Insurance	586
Legal services	36,668
Payroll taxes	1,211
Salaries	15,833
Supplies	1,584
Travel	<u>1,473</u>
	<u>60,288</u>
Change in fund balance/net assets	1,511,875
Fund balance/net assets:	
Beginning of year	<u>-</u>
End of year	<u>\$ 1,511,875</u>

See notes to the financial statements.

No adjustments are needed to convert the governmental fund statements to government-wide statements.

RIO GRANDE VALLEY HEALTH SERVICES DISTRICT

NOTES TO FINANCIAL STATEMENTS

August 31, 2005

Note 1 – Purpose of Entity and Summary of Significant Accounting Policies

The Rio Grande Valley Health Services District (referred to as the "District") is a political subdivision organized under Subtitle D, Title 4, Health and Safety Code, Chapter 287 enacted by the 76th Legislative Session effective September 1, 1999. The District created within this chapter grants the power of eminent domain and the authority to issue bonds, but does not grant the authority to levy tax. The creation of this District allows two or more counties or hospital districts to pool resources to improve indigent health care service in a region through partnering of different levels of government, agencies, and the private sector. On February 19, 2002, the Commissioners' Courts of the Counties of Hidalgo and Cameron each passed a concurrent order creating the Rio Grande Valley Health Services District (RGVHSD). During April 2002, both commissioners' courts appointed seven board members, four representing Hidalgo and three representing Cameron. On October 22, 2002, the Board adopted by-laws, developed a mission statement, hired general counsel and set forth to select a bank depository. Although the County Commissioners' Courts appoint District board members, the counties do not exercise any management responsibility over operations, nor do the Counties significantly influence operations. All debt incurred by the District is the responsibility of the District.

The District's activities are funded by each county's funds derived from required eight percent of the prior year's General Revenue Tax Levy (GRTL) appropriated for the provision of Indigent Healthcare defined under Chapter 61, Health & Safety Code and each county's settlement proceeds allotted to them by the State of Texas from their settlement of a suit against the Tobacco Cigarette companies for the state's cost of related health care due to the use of tobacco products by its residents.

A summary of significant accounting policies consistently applied in the preparation of the financial statements follows:

A. Fund Accounting

The District's operations are accounted for in a single governmental operating fund.

B. Basis of Accounting, Measurement Focus, and Financial Statement Presentation

The government-wide financial statements (i.e. the statement of net assets and the statements of changes in net assets) are reported using economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Revenues whose origin is property taxes are recognized as revenues in the year for which they are levied by the funding county.

RIO GRANDE VALLEY HEALTH SERVICES DISTRICT

NOTES TO FINANCIAL STATEMENTS

August 31, 2005

Note 1 – Purpose of Entity and Summary of Significant Accounting Policies – Continued

B. Basis of Accounting, Measurement Focus, and Financial Statement Presentation –
Continued

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as fund accrual accounting.

The District incorporates recent pronouncements including GASB Statement No. 34, Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments; Statement No. 37, Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments: Omnibus; and Statement No. 38, Certain Financial Statement Note Disclosures: Omnibus; and GASB Interpretation No. 6, Recognition and Measurement of certain Liabilities and Expenditures in Governmental Fund Financial Statements.

The principal impact of the adoption of such standards for the District is the presentation of a statement of net assets with required classifications of net assets replacing the customary reported equity classifications. In addition, the adoption of such standards results in the preparation of the Management's Discussion and Analysis as required supplementary information.

C. Local County Funds

Senate Bill 1615 of the 76 Regular Texas Legislative Sessions provides under Government Code 287.024 Funding that each County contribute to the District local General Revenue Tax Levy as defined within the Health and Safety Code, Chapter 61, State assistance received under Chapter 61, and any funds received under the Agreement Regarding Disposition of Settlement Proceeds dated July 18, 1998, or July 24, 1998, and filed in the United States District Court, Eastern District of Texas, in the Case styled The State of Texas v. The American Tobacco Company, et al., No. 5-96CV-91.

RIO GRANDE VALLEY HEALTH SERVICES DISTRICT

NOTES TO FINANCIAL STATEMENTS

August 31, 2005

Note 1 – Purpose of Entity and Summary of Significant Accounting Policies – Continued

D. Budget

The Board adopts a budget for the year of operation. For the year ended August 31, 2005, the Board was still in the organization stage of development. Operational needs were primarily met by the two participating counties.

E. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

F. Cash and Cash equivalents

The District considers cash in bank and investments with maturity of three months or less when purchased to be cash equivalents.

Note 2 – Contracts

The District contracts with the Counties of Cameron and Hidalgo to administer and pay the healthcare claims of those residents who qualify to participate in the Indigent Healthcare Program as defined within the Health and Safety Code, Chapter 61. The Board intends to contract with each county until the District develops the organizational structure necessary to manage the program. Each contract is renewable on an annual basis. In turn, each county pledges to provide similar administrative resources as they employed prior to the creation of the District until such time as the District is ready to assume full operation.

The District also contracts with Cameron County to provide fiscal agent services. Fiscal services are provided to the District at a fee of five (5%) percent of each transaction. The Board has also designated the fiscal agent as the District's Investment Officer. The County Auditor of Cameron County serves in the role as fiscal agent. The County Auditor has provided a fidelity bond to the Board in a similar amount as the bond provided to Cameron County.

RIO GRANDE VALLEY HEALTH SERVICES DISTRICT

NOTES TO FINANCIAL STATEMENTS

August 31, 2005

Note 2 – Contracts – Continued

The District contracted with Garcia de Trevino & Associates to represent the Board and to assist the Board in Administrative duties during the District's formation. The annual contract is for \$75,000 to be paid in 24 semi-monthly installments.

The District has hired legal counsel to advise Board during its proceedings. The budget for legal services is expected to be \$2,000 per month.

Note 3 – Cash and Investments

Custodial Credit Risk - Deposits:

The District's deposits at year end were covered either by Federal depository insurance or collateral held by the in the System's name. The District adopted an investment policy in November 2005, that reinforces the District's investment practices that remain in compliance with V.T.C.A., Title 10, Government Code, Section 2256.

Concentration Risk:

The District is authorized to utilize investment pools whose operations are compliant with V.T.C.A., Title 10, Government Code, Section 2256. It is policy that the District may not invest more than 65 % of available cash with no more than 35 % of available cash balances invested in any one investment pool. Due to interest rates these pools were not used.

As of August 31, 2005, the District's carrying amount of deposits and investments was \$462,707 and the bank balance was \$463,518.

<u>Current Assets</u>	<u>Fair Value</u>
Cash	\$ 462,707
Total	\$ 462,707

Note 4 – Contingencies

The ability of the District to continue as a going concern is dependent on continued funding by Cameron and Hidalgo Counties and the State of Texas.

**Independent Auditor's Report on Internal
Control Over Financial Reporting and on Compliance
and Other Matters Based on an Audit
of Financial Statements Performed in Accordance
With *Government Auditing Standards***

To the Board of Directors
Rio Grande Valley Health Services District

We have audited the accompanying financial statements of Rio Grande Valley Health Services District from inception (February 19, 2002) through August 31, 2005, and have issued our report thereon dated July 19, 2006. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Rio Grande Valley Health Services District's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a reportable condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements caused by error or fraud in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operation that we consider to be material weaknesses.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Rio Grande Valley Health Services District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of

financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion.

The results of our tests disclosed an instance of noncompliance that is required to be reported under *Government Auditing Standards* which are described as follows:

Fraud Policy – The District has not implemented an antifraud program as required under *Government Auditing Standards*.

This report is intended solely for the information and use of the audit committee and management, and is not intended to be and should not be used by anyone other than those specified parties.



LONG CHILTON, LLP
Certified Public Accountants

Brownsville, Texas
July 19, 2006

AI-876

10.A.

**Exemption from Competitive Bidding
CC REGULAR**

Date: 10/31/2006
Submitted By: Linda Galaviz, HEAD START
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Requesting Exemption from Competitive Bidding Requirements Under the Texas Local Government Code, Section 262.024 (A)(4) for Professional Architectural Services for the Relocation of Granjeno Head Start Center

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/27/2006 09:07 AM	APRV
2	Sergio Cruz	Sergio Cruz	10/27/2006 09:31 AM	APRV
3	Purchasing Department	Marty Salazar	10/27/2006 11:04 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 01:26 PM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 04:42 PM	APRV

Form Started By: Linda Galaviz

Started On: 10/25/2006 02:02 PM

Final Approval Date: 10/27/2006

AI-877

10.B.

**Purch. - Negotiate a Professional Architect Contract
CC REGULAR**

Date: 10/31/2006
Submitted By: Linda Galaviz, HEAD START
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Discussion/Approval to Negotiate a Professional Architect Contract with Rike, Odgen, Figueroa, Alex Architects, Inc. for the Relocation of Granjeno Head Start Center from Granjeno to an Area which is Most Advantageous to the Program

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/27/2006 09:07 AM	APRV
2	Sergio Cruz	Sergio Cruz	10/27/2006 09:31 AM	APRV
3	Purchasing Department	Marty Salazar	10/27/2006 11:04 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 01:27 PM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 04:42 PM	APRV

Form Started By: Linda Galaviz

Started On: 10/25/2006 02:06 PM

Final Approval Date: 10/27/2006

AI-878

10.C.

**Solicit Proposals from AJOCs
CC REGULAR**

Date: 10/31/2006
Submitted By: Linda Galaviz, HEAD START
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Requesting Authority to Solicit Proposals from AJOCs (Awarded Area Job Order Contractors - Centennial Contractor Enterprises, Inc. and JAMAIL) through Hidalgo County's Membership with TCPN and TASB to Provide Services for the Relocation of Granjeno Head Start Center

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/26/2006 01:33 PM	APRV
2	Dale Kennan	Dale Kennan	10/26/2006 04:31 PM	APRV
3	Purchasing Department	Marty Salazar	10/27/2006 11:04 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 01:28 PM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 04:42 PM	APRV

Form Started By: Linda Galaviz

Started On: 10/25/2006 02:09 PM

Final Approval Date: 10/27/2006

AI-879

10.D.

**Request to Purchase Ten (10) Office Computers
CC REGULAR**

Date: 10/31/2006
Submitted By: Linda Galaviz, HEAD START
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Discussion/Approval on Request to Purchase Ten (10) Office Computers through the Hidalgo County's Membership/Participation with the Texas Building and Procurement Commission (TBPC) with Dell Marketing L.P.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/26/2006 01:51 PM	APRV
2	Sergio Cruz	Sergio Cruz	10/26/2006 03:17 PM	APRV
3	Purchasing Department	Marty Salazar	10/26/2006 03:42 PM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 10:32 AM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 11:42 AM	APRV

Form Started By: Linda Galaviz

Started On: 10/25/2006 02:13 PM

Final Approval Date: 10/27/2006

AI-880

10.E.

**Enter into a Sixty (60) Month Lease Agreement
CC REGULAR**

Date: 10/31/2006
Submitted By: Linda Galaviz, HEAD START
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Discussion/Approval to Enter into a Sixty (60) Month Lease Agreement with Neopost Leasing through the Hidalgo County's Membership/Participation with the Texas Building and Procurement Commission (TBPC), for One (1) Postage Meter for Administration

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/26/2006 03:21 PM	APRV
2	Sergio Cruz	Sergio Cruz	10/26/2006 04:46 PM	APRV
3	Purchasing Department	Marty Salazar	10/27/2006 11:05 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 01:29 PM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 04:42 PM	APRV

Form Started By: Linda Galaviz

Started On: 10/25/2006 02:15 PM

Final Approval Date: 10/27/2006

AI-939

11.A.

Approval of Amended Order closing FM 1016 Rd.
CC REGULAR

Date: 10/31/2006
Submitted By: Monica Badillo, BUDGET &
MANAGEMENT
Submitted For: Joe Pena/ per Steve Crain
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Approval of Amended Order closing FM 1016 Rd.

BACKGROUND

Previously approved through Court on 10/3/06

Revenue & Expenditures

Attachments

Link: [amended order](#)

Link: [legal description](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Monica Badillo	Started On: 10/27/2006 02:25 PM	
			Final Approval Date: 10/27/2006	

THE STATE OF TEXAS :
COUNTY OF HIDALGO :

**AMENDED ORDER CLOSING, ABANDONING AND VACATING
CERTAIN PORTIONS OF FORMER FM 1016**

WHEREAS, The Commissioners Court of Hidalgo County, on the _____ day of October 2006, at a duly called and noticed meeting of the Hidalgo County Commissioners Court at which a quorum was present came to be heard facts and information concerning a revised description of an easement which the Commissioners Court abandoned, closed and vacated on October 3, 2006.

WHEREAS, the Commissioners Court desires to substitute the description on Exhibit "A" to more clearly define the easement which was abandoned, closed and vacated by Order adopted on October 3, 2006 (the "Order").

NOW THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED that the Commissioners Court of Hidalgo County based on the facts presented, does hereby substitute the description of that certain easement attached hereto as Exhibit "A" to that certain Order adopted by Commissioners Court on October 3, 2006 to abandon, close and vacate the 80 foot easement of the original FM 1016.

BE IT FURTHER ORDERED that, in accordance with Texas Transportation Code Section 251.058 (b), title to the portion of the public road that is closed, abandoned, and vacated to the center line of the road vests on October 3, 2006, the date the Order was signed by the County Judge in the owner of the property that abuts the portion of the road being closed, abandoned and vacated. A copy of this Amended Order along with the Order shall be filed in the deed records of Hidalgo County and serves as the official instrument of conveyance from Hidalgo County to the owner of the abutting property.

BE IT FURTHER ORDERED that certain Order on October 3, 2006 in all respects is ratified and confirmed with the more precise legal description attached hereto as Exhibit "A".

WHEREUPON, Commissioner _____ moved for the adoption of said Order, said Motion being seconded by Commissioner _____ and duly adopted by all members of the Court present voting "aye".

Ramon Garcia, County Judge

ATTEST:

Eddy Trevino, County Clerk

TORRES, CANTU & ALISEDA, P.C.

10113 N. 10 STREET, SUITE A
MCALLEN, TEXAS 78504
TEL: (956)289-8600
FAX: (956)289-8612

TELECOPIER TRANSMISSION FORM/TRANSMITTAL INFORMATION

DATE:	October 11, 2006
SENDER:	ARTURO D. TORRES
RECIPIENT: COMPANY: FAX NO.:	LEO MONTALVO MONTALVO & RAMIREZ 631-1187

NO. OF PAGES (INCLUDING THIS COVER PAGE):	4
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OUR CHARGE NUMBERS

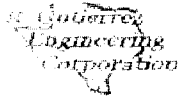
OUR CLIENT/FILE NUMBER:	
--------------------------------	--

COMMENTS: ENCLOSED PLEASE FIND EXHIBIT "A" FOR FM 1016.
--

CONFIDENTIALITY

The documents accompanying this facsimile transmission contain confidential information that is legally privileged. The information is intended solely for the use of the recipient named above. If you receive this transmission in error, please immediately notify us by telephone to arrange for the return of the original documents to us. You are notified that any disclosure, reproduction or distribution for the taking of any action in reliance on the contents of this facsimile information is strictly prohibited. Thank you for your cooperation.

IF YOU HAVE PROBLEMS DURING TRANSMISSION, PLEASE CALL Dalia @ (956)289-8600.

**K. Gutierrez Engineering Corporation**1100 G. PARK AVENUE • HOUSTON, TEXAS 77057
TEL: 936-789-0557 • FAX: 936-792-2119**Sur06.053**
July 17, 2006
Page 1**"EXHIBIT A"****DESCRIPTION
OF****AN ABANDONED 80-FOOT RIGHT OF WAY EASEMENT OF THE EXISTING F.M. 1016,
BEING A 2.703-ACRE TRACT OF LAND
OUT OF LOTS TWENTY-NINE (29), AND THIRTY (30), BLOCK THREE (3),
C.E. HAMMOND SUBDIVISION,
HIDALGO COUNTY, TEXAS
VOLUME 18 PAGE 439, D.R.H.C.**

A 2.703-acre tract of land, more or less, out of Lots Twenty-Nine (29), and Thirty (30), Block Three (3), C.E. Hammond Subdivision, Hidalgo County, Texas, as recorded in Volume 18 Page 439, Deed Records, Hidalgo County, Texas. Said 2.703-acre tract of land being more particularly described by metes and bounds as follows:

Commencing at a the Northeast corner of said Lot Twenty-Nine (29), Block Three (3), **THENCE**, South 08 degrees 38 minutes 06 seconds West, with and along the East line of said Lot Twenty-Nine (29), Block Three (3), a distance of 822.97 feet to the North Right of Way Line of said Existing F.M. 1016 the Northeast corner and the **BEGINNING** of said tract herein described;

THENCE, South 08 degrees 38 minutes 06 seconds West, with and along the East line of said Lot Twenty-Nine (29), Block Three (3), a distance of 40.00 feet past the common line of said Lot Twenty-Nine (29) and of said Lot Thirty (30), continuing on the same bearing, with and along the East line of said Lot Thirty (30), a total distance of 80.00 feet to the Existing South Right of Way line of said Existing F.M. 1016, and the Southeast corner of said tract herein described;

THENCE, North 81 degrees 45 minutes 43 seconds West, with and along the Existing South Right of Way of line of F.M. 1016, a distance of 1249.09 feet to an internal corner on the Existing South Right of Way line of said Existing F.M. 1016, and of said tract herein described;

THENCE, North 81 degrees 43 minutes 43 seconds West, with and along the Existing South Right of Way line of F.M. 1016, a distance of 213.41 feet to the Existing East Right of Way line of F.M. 1926 (South 23rd Street), and the Southwest corner of said tract herein described;

THENCE, North 04 degrees 32 minutes 56 seconds West, with and along the Existing East Right of Way line of F.M. 1926 (South 23rd Street), a distance of 40.89 feet past the common line of said Lot Thirty (30), and said Lot Twenty-Nine (29), continuing on the same bearing, a total distance of 82.05 feet to the Existing North Right of Way line of said F.M. 1016, and the Existing East Right of Way line of F.M. 1926 (South 23rd Street) and the Northwest corner of said tract herein described;

Sur06.053
July 17, 2006
Page 2

THENCE, South 81 degrees 43 minutes 43 seconds East, with and along the North Right of Way line of said Existing F.M. 1016, a distance of 231.59 feet to an internal corner on the Existing North Right of Way line of said Existing F.M. 1016, and of said tract herein described:

THENCE, South 81 degrees 45 minutes 43 seconds East, with and along the North Right of Way line of said Existing F.M. 1016, a distance of 1249.62 feet to the **BEGINNING** and containing 2.703-acres tract of land, more or less.

This description does not represent an actual survey conducted on the ground.

SCALE: 1"=300'
BEARING BASIS AS PER
"LAMBDA" PROJECT ON
"EXAS CO-ORDINATE
SYSTEM, SOUTH ZONE

S 08°38'06" W 822.97'

S 08°38'06" W 80.00'

LOT 1, BLOCK 4
LOT 5, BLOCK 4

BEGINNING

COMMENCING
NE CORNER LOT 29,
BLOCK 3
C.E. HAMMOND SUBD
VOL. 18 PG. 439, D.R.H.C.

COMMON LINE OF
LOT 29 AND LOT 30

THIS INSTRUMENT
WAS FILED TO THE STATE OF TEXAS
ON NOVEMBER 08, 2006
VOL. 18 PG. 439

C.E. HAMMOND SUBDIVISION
VOL. 18 PG. 439, D.R.H.C.

C.E. HAMMOND SUBDIVISION
VOL. 18 PG. 439, D.R.H.C.

LOT 29

LOT 30

EXIST. F.M. 1016
(80' ROAD R.O.W.)

10' ROAD, AS
FLOWAGE ESMT.
DATED MARCH 3, 1967
FILED MARCH 10, 1967
VOL. 172 PG. 20, D.R.H.C.

LOT 25
DINERO
SUBD.
VOL. 25 PG. 1959
M.R.H.C.

S 81°43'43" E 231.59'

N 81°43'43" W 213.41'

N 04°32'56" W 82.05'

F.M. (1926) S. 23rd STREET

MAP
OF

AN ABANDONED 80-FOOT RIGHT OF WAY EASEMENT OF THE EXISTING F.M. 1016
BEING A 2.703-ACRE TRACT OF LAND
OUT OF LOTS TWENTY-NINE (29) AND THIRTY (30), BLOCK THREE (3),
C.E. HAMMOND SUBDIVISION,
HIDALGO COUNTY, TEXAS
VOLUME 18 PAGE 439 D.R.H.C.

"Exhibit B"

AI-883
Budget Amendment
CC REGULAR

12.A.

Date: 10/31/2006
Submitted By: Yolanda Agado, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Area: Auditor's Office

Agenda Item

CAPTION

Approval to appropriate Cert. of Oblig., 2002 interest earned of \$13,783.53 to cover PO#540311 for VA-Architecture for Juvenile Justice Center.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1332-361-10-000-000-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$15,562.32 Available Balance as of 10/26/2006

Attachments

Link: [Budget Amendment CC 10-31-2006](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/26/2006 04:04 PM	APRV
2	Sergio Cruz	Sergio Cruz	10/26/2006 04:50 PM	APRV
3	Purchasing Department	Marty Salazar	10/27/2006 11:05 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 01:29 PM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 04:41 PM	APRV

Form Started By: Yolanda Agado

Started On: 10/25/2006 02:27 PM

Final Approval Date: 10/27/2006



Account Year Accounting Period Period YTD

Account No. Description

Summary Budgets Open Encumbrances Encumbrance Detail All Encumbrances Payments

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	.00	.00	13,316.22	13,316.22-
02	.00	.00	.00	254.87	13,571.09-
03	.00	.00	.00	16,674.14	30,245.23-
04	.00	.00	.00	5,334.21	35,579.44-
05	.00	.00	.00	7,489.18	43,068.62-
06	.00	43,068.62	.00	.00	.00
07	.00	.00	.00	42,757.53	42,757.53-
08	.00	42,757.53	.00	3,065.33	3,065.33-
09	.00	.00	.00	12,496.99	15,562.32-
YTD	.00	85,826.15	.00	101,388.47	15,562.32-
PRE	.00	.00	.00	.00	.00
TOT	.00	85,826.15	.00	101,388.47	15,562.32-

AI-855

13.A.

Memorandum of Agreement between Hidalgo County Pct. #2 and Texas Cooperative Extension Hidalgo County Office

CC REGULAR

Date: 10/31/2006
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Agenda Item

CAPTION

Requesting acceptance of Contribution from the Texas A&M University System thru Memorandum of Agreement for North San Juan Park to install two (2) Rainwater Harvesting (RWH) Tanks and all other related materials.

BACKGROUND

Letter from the Texas Cooperative Extension.

Revenue & Expenditures

Attachments

Link: [Letter](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/26/2006 09:15 AM	APRV
2	Dale Kennan	Dale Kennan	10/26/2006 10:14 AM	APRV
3	Purchasing Department	Marty Salazar	10/26/2006 10:34 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 10:48 AM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 11:42 AM	APRV

Form Started By: Yolanda Cisneros

Started On: 10/24/2006 04:14 PM

Final Approval Date: 10/27/2006



The Texas A&M University System

• Extension Biological and Agricultural Engineering

301 Scoates Hall • College Station, Texas 77843-2117 • Phone (979) 845-7453 • Fax (979) 862-3442
October 20, 2006

MEMORANDUM OF AGREEMENT

BETWEEN: Hidalgo County, Precinct 2 and
Texas Cooperative Extension Hidalgo County Office

Overview: Texans utilize 40 to 60% of water resources for irrigating landscapes. As this resource becomes scarce, due to population growth and affected by drought, it is imperative that residents reduce water consumption. The Texas Cooperative Extension, as part of the land-grant university system, has been designated by the State legislature to serve the State as the primary educational resource for water conservation and water quality. To this end, an agreement has been proposed between Hidalgo County, Precinct 2, through Commissioner Hector Palacios and the Texas Cooperative Extension to utilize the North San Juan Park facility as an outdoor classroom where residents can learn to reduce water by utilization of native and well adapted plants, drip irrigation, and rainwater harvesting.

The Texas Cooperative Extension proposes to install a Rainwater Harvesting System in the North San Juan Park through the support of its Rio Grande Basin Initiative grant, as follows:

Installation of two Rainwater Harvesting (RWH) Tanks to feed drip irrigation in nearby plant beds. All associated pipe, fittings, drip irrigation to nearby beds, site preparation, and custom built fiberglass tanks, labor and equipment to perform tasks will be provided by the Texas Cooperative Extension. The following is a breakdown of the costs associated with this project:

1 - 1,000 gallon custom built, fiberglass RWH Tank	\$ 1,296.00
1 - 2,000 gallon custom built, fiberglass RWH Tank	\$ 1,588.00
Pipe, fittings, drip irrigation, & paint to support above	\$ 2,390.00
Delivery of Tanks and equipment (2 trips)	\$ 1,900.00
Labor costs for one Engineer and three technicians,	\$ 2,700.00
Travel expense for staff (3 trips)	\$ 3,600.00
Educational Signage	160.00

Total Project Cost \$ 13,634.00

Signed: _____
Hidalgo County

Signed: Bence J. Feulner
Texas Cooperative Extension

Date: _____

Date: 10-20-06

AI-930

13.B.

**Interlocal Agreement btw City of San Juan & County of Hidalgo Nolana/Earling Rd
CC REGULAR**

Date: 10/31/2006
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Agenda Item

CAPTION

Discussion and possible action for approval of Interlocal Cooperative Agreement between City of San Juan and County of Hidalgo in assistance with reconstruction a section of Nolana/Earling Road approximately 1200ft between Raul Longoria & Cesar Chavez.

BACKGROUND

Agreement is being prepared and provided by Atlas & Hall.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/27/2006 10:35 AM	APRV
2	Sergio Cruz	Sergio Cruz	10/27/2006 05:13 PM	APRV
3	Purchasing Department			NEW
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Yolanda Cisneros

Started On: 10/26/2006 09:06 AM

Final Approval Date:

AI-931

13.C.

**Amendment Interlocal Agreement for Ridge Road
CC REGULAR**

Date: 10/31/2006
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2

Agenda Item

CAPTION

Discussion and possible action for approval of Amended Interlocal Cooperative Agreement between City of San Juan and County of Hidalgo for Ridge Road.

BACKGROUND

Agreement is being prepared and provided by Atlas & Hall

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/27/2006 10:36 AM	APRV
2	Sergio Cruz	Sergio Cruz	10/27/2006 05:13 PM	APRV
3	Purchasing Department			NEW
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Yolanda Cisneros

Started On: 10/26/2006 09:47 AM

Final Approval Date:

AI-844
Pct #3 Parks Budget Amendment
CC REGULAR

14.A.

Date: 10/31/2006
Submitted By: Norma Ceballos, COMM. PCT. #3
Submitted For: Norma Ceballos
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Agenda Item

CAPTION

Requesting approval to appropriate funds from Precinct #3 Parks unreserved fund balance into operating budget.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: ACCT. #: 6-1213-452-00-123-008-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Increases requested in the following object codes:
741 Vehicles - 14000.00
742 Heavy Equipment - 15000.00
739 Other Structures - 82000.00
Total BA Requested --> 111000.00

Attachments

Link: [Pct 3 parks -BA - 111,000.00](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/26/2006 09:12 AM	APRV
2	Dale Kennan	Dale Kennan	10/26/2006 09:32 AM	APRV
3	Purchasing Department	Marty Salazar	10/26/2006 09:40 AM	APRV
4	Auditor's Office	Linda Fong	10/26/2006 01:24 PM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 09:23 AM	APRV

Form Started By: Norma Ceballos **Started On:** 10/24/2006 12:41 PM
Final Approval Date: 10/27/2006

DATE: October 25, 2006

DEPARTMENT HEAD: Commissioner Joe Flores - Pct. No. 3

DEPARTMENT NAME: Pct. No. 3 - Parks Fund (#1213)

ACCOUNT NUMBER: 6-1213-452-00-123-008-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
6 1213 452 00 123 008 0 741	PARKS PCT.3-VEHICLES	14,000.00
6 1213 452 00 123 008 0 742	PARKS PCT.3-HEAVY EQUIPMENT	15,000.00
6 1213 452 00 123 008 0 739	PARKS PCT.3-OTHER STRUCTURES	82,000.00
TOTAL BUDGET INCREASE - FUND 1310		111,000.00

REASON: TO COVER EXPECTED EXPENSES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-905

15.A.6.

**CHANGE ORDER NO 3-DESCON CONSTRUCTION-NEW ADULT PROBATION FACILITY
CC REGULAR**

Date: 10/31/2006

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo
County

Agenda Item

CAPTION

Requesting approval of change Order No 3 (Utility Improvements-Water & Sewer) in connection with the Construction of the new Adult Probation Facility" in the amount of \$_____ from contracted vendor, Descon Construction L.P., and as recommended by project architect, Rike Odgen Figueroa Alex Architects and project engineer, Hinojosa Engineering Inc, with authority for County Judge to execute document.C-05-026-10-26

BACKGROUND

Change order will be provided under separate cover

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1301-423-20-320-017-017-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 558845--ADDITIONAL MONIES WERE TRANSFERRED BY CC ON 10/26/06

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 10:13 AM	APRV
2	Budget & Management	Dina Trevino	10/27/2006 10:15 AM	APRV
3	Dale Kennan	Dale Kennan	10/27/2006 11:28 AM	APRV
4	Auditor's Office	Angelica Tapia	10/30/2006 08:44 AM	APRV
5	Joy Hsu	Joy Hsu	10/30/2006 09:01 AM	APRV
6	Linda Fong			NEW
7	Agenda Coordinator			

Form Started By: Darlene Betancourt

Started On: 10/25/2006 04:03
PM

Final Approval Date:

AI-872

15.A.7.

**New Adult Probation Bldg. - Authority to Advertise Civil Work/Improvements
CC REGULAR**

Date: 10/31/2006

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Adult Probation

Agenda Item

CAPTION

Requesting authority to advertise and approval of specifications as attached hereto for: "**Civil work (utility improvements) items for the New Adult Probation Facility**" RFB (6-189)

BACKGROUND

Advertising option for authority to advertise requested by Comm. Oscar Garza

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1301-423-20-320-017-0-720

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Avail Bal -> 400100.76

Attachments

Link: [Requesting authority to advertise civil work](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 09:55 AM	APRV
2	Budget & Management	Dina Trevino	10/26/2006 01:32 PM	APRV
3	Dale Kennan	Dale Kennan	10/26/2006 04:22 PM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 10:35 AM	APRV
5	Arcy Duran	Arcilia Duran	10/27/2006 01:31 PM	APRV
6	Agenda Coordinator	Monica Badillo	10/27/2006 04:42 PM	APRV

Form Started By: Juan Tapia

Started On: 10/25/2006 01:43 PM

Final Approval Date: 10/27/2006

Engineers Estimate of Probable Cost
 05-228 New Adult Probation Building

RECEIVED
 9/18/06
 B&B

Date: April 17, 2006

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	UNIT TOTAL
Paving Improvements					
1	1 1/2" H.M.A.C. Overlay	11,042	SY	=	\$0.00
2	1 1/2" H.M.A.C.	6,306	SY	=	\$0.00
3	8" Compacted Flexible Base	6,380	SY	=	\$0.00
4	6" Subgrade	6,380	SY	=	\$0.00
5	18" Concrete Curb and Gutter	700	LF	=	\$0.00
6	4" Concrete Curb	50	LF	=	\$0.00
Subtotal					\$0.00
Miscellaneous					
1	Remove Existing Concrete Walks, Curb, and Retaining Wall	1	LS	=	\$0.00
2	4" Reinforced Concrete Sidewalk	695	SY	=	\$0.00
3	24" Sidewalk Drainage Opening	11	EA	=	\$0.00
4	Handicap Access Ramp	7	EA	=	\$0.00
Subtotal					\$0.00
Drainage Improvements					
1	24" PVC	195	LF	=	\$0.00
2	24" RCP	110	LF	=	\$0.00
3	Grate Inlet	2	EA	=	\$0.00
4	Adjust Grate Inlet	1	EA	=	\$0.00
5	Beehive Inlet	8	EA	=	\$0.00
Subtotal					\$0.00
Waterline Improvements					
1	8" PVC	1,162	LF	=	\$0.00
2	8" x 4" Tee	1	EA	=	\$0.00
3	8" x 6" Tee	1	EA	=	\$0.00
4	8" x 8" Tee	1	EA	=	\$0.00
5	8" 90 degree Bend	1	EA	=	\$0.00
6	3" x 4" Reducer	1	EA	=	\$0.00
7	Fire Hydrant w/ 6" Valve	1	EA	=	\$0.00
8	Water Meter Assembly w/Box and Cover	1	EA	=	\$0.00
9	Back Flow Preventor (Within Vault)	2	EA	=	\$0.00
Subtotal					\$0.00
Sanitary Sewer Improvements					
1	48" Man Hole	1	EA	=	\$0.00
2	Clean Out	3	EA	=	\$0.00
3	8" Sanitary Sewer Line	890	LF	=	\$0.00
Subtotal					\$0.00
Erosion and Sediment Control					
1	Erosion and Sediment Control	12	MO	=	\$0.00
Subtotal					\$0.00
PROJECT TOTAL					\$0.00

AI-925

15.A.9.

**L&G INVOICE No. 6199 -JUVENILE JUSTICE CENTER
CC REGULAR**

Date: 10/31/2006
Submitted By: Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Agenda Item

CAPTION

Approval of Invoice # 6199 in the amount of \$379.15 from L& G Engineering Laboratory, LLC, contracted materials testing firm for the construction of the New Juvenile Detention Facility and as certified for payment by project architect, V-A Architecture, C#05-299-08-16

BACKGROUND

P.O. # 560105

Revenue & Expenditures

FISCAL YEAR: 6 **ACCT. #:** 6-1332-423-32-330-034-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available in PO. 560105-- \$2058.39 as of 10-27-06

Attachments

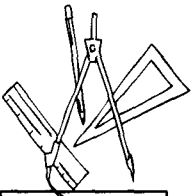
Link: [L&G Invoice 6199](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 10:35 AM	APRV
2	Budget & Management	Dina Trevino	10/27/2006 10:34 AM	APRV
3	Mario Betancourt	Mario Betancourt	10/27/2006 04:30 PM	APRV
4	Auditor's Office	Angelica Tapia	10/30/2006 08:36 AM	APRV
5	Joy Hsu	Joy Hsu	10/30/2006 09:09 AM	APRV
6	Linda Fong			NEW
7	Agenda Coordinator			

Form Started By: Moises Salazar **Started On:** 10/25/2006 05:16 PM
Final Approval Date:



L&G Engineering Laboratory, LLC

2100 W. Expressway 83
 Mercedes, Tx 78570
 (956) 565-0760 • Fax (956) 565-6746

Invoice #

6199

Date
 10/17/2006

Bill To
 County of Hidalgo
 Administration Building
 100 E. Cano Street, 4th Floor
 Edinburg, Tx 78539

Re:
 Hidalgo County Juvenile Det. Ctr
 Construction Materials Testing
 PO #
 10/10 & 10/11/06

Project Number	Report Number	Rep
L114501	R1215 & R1216	RG

Due Date
11/10/2006

Quantity	Item Code	Description	Price Each	Amount
		R1215 10/10/06		
2	91011	Field Density (Nuclear Method)(Ea.)	19.65	39.30
2	94048	Eng. Tech. (Soils / SP.)(Hr.)	39.35	78.70
60	95058	Vehicle Trip Charge (Miles)(Mi.)	0.41	24.60
1	95061	Test Report(Ea.)	17.50	17.50
		R1216 10/11/06		
5	91011	Field Density (Nuclear Method)(Ea.)	19.65	98.25
2	94048	Eng. Tech. (Soils / SP.)(Hr.)	39.35	78.70
60	95058	Vehicle Trip Charge (Miles)(Mi.)	0.41	24.60
1	95061	Test Report(Ea.)	17.50	17.50

			Total	\$379.15
--	--	--	--------------	----------

L&G Engineering appreciates the opportunity to serve your material testing needs.

L & G Engineering Laboratory

Construction Material Testing Geotechnical Engineering

October 17, 2006

County of Hidalgo
C/o: Mr. Tomas Canul, Project Manager (VA Architecture)
Administration Building
100 E. Cano Street, 3rd Floor
Edinburg, Texas 78539

**RE: Hidalgo County Juvenile Justice Center
Project Number C-05-007-08-02**

Dear Mr. Canul:

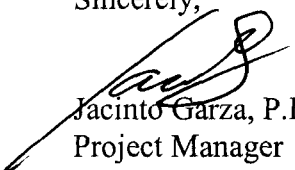
Included for your use with this letter are test reports (**R1215 & R1216**) for **Field Density** testing performed on the above referenced project during the month of October 2006.

Included for your review is an invoice for testing performed during the subject period. Fees assessed for the work performed is in accordance with our contract with the County of Hidalgo, Contract Number C-05-007-08-02.

L&G Engineering Laboratory appreciates the opportunity to serve your material testing needs on this project and we look forward to working with you in the future.

If you have any questions, feel free to contact me or Ricardo A. Gil at 956-565-0760.

Sincerely,



Jacinto Garza, P.E.
Project Manager

CC: Hidalgo County Auditor's Office, Ray Eufrazio
Hidalgo County Purchasing Office, Martha Salazar
Hidalgo County Juvenile Probation, Israel Silva
VA Architecture, Tomas Canul, Project Manager
Quintanilla, Headley & Associates, A. Quintanilla, P.E.
Unitech Engineering, Inc., R. de la Cruz, P.E.
WSC Consulting Engineers, Per K. Schneider, P.E.
Descon Construction, J. Wayne Medlin

L&G Engineering Laboratory

Construction Material Testing Geotechnical Engineering

Field Density Report

Project Description: Hidalgo Co. Juvenile Justice Center
Client: C-05-007-08-02
Engineer: WSC Consulting Engineers
Architect: VA Architecture
Contractor: Descon Construction

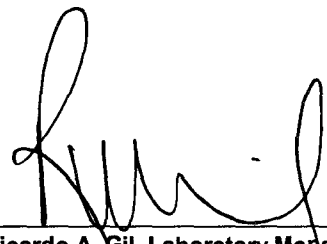
L&G Project Number: L114501
L&G Report Number: R1215
Date Sampled/Tested: 10/10/06
Date Reported: 10/12/06
Area Tested: SE Parking Lot

Material Description	Caliche				
Opt. Density, LB/CF	<u>114.0</u>	Optimum % Moisture	<u>14.2</u>	Test Depth	<u>8"</u>
Required % Proctor	<u>98%</u>	Moisture Tolerance	<u>-2 to +3</u>	Required Depth	<u>8"</u>

Test No.	Test Location	Moisture Content (%)	Dry Density(PCF)	Percent Compaction(%)	Depth (inch)
1	SE Parking Lot 20' NW and 20' E of SW Corner	15.8 %	113.8 pcf	99.8%	8"
2	SE Parking Lot 20' S and 30' W of NE Corner	15.3 %	116.1 pcf	101.8%	8"

Remarks: Field testing done in general accordance with ASTM D 2922 and ASTM D 3017.
Test results are in general compliance with the project specifications except as noted.

CC: Hidalgo County Auditors's Office, Rey Eufrazio
Hidalgo County Purchasing Dept., Martha Salazar
Hidalgo County Juvenile Probation, Israel Silva
VA Architecture, Tomas Canul, Proj. Mgr.
Quintanilla, Headley, & Assoc., A Quintanilla, P.E.
Unitech Engineering, Inc. R de la Cruz, P.E.
WSC Consulting Engineers, Per K. Schneider, P.E.
Descon Construction, J. Wayne Medlin


Ricardo A. Gil, Laboratory Manager

L & G Engineering Laboratory

Construction Material Testing Geotechnical Engineering

Field Density Report

Project Description: Hidalgo Co. Juvenile Justice Center
Client: C-05-007-08-02
Engineer: WSC Consulting Engineers
Architect: VA Architecture
Contractor: Descon Construction

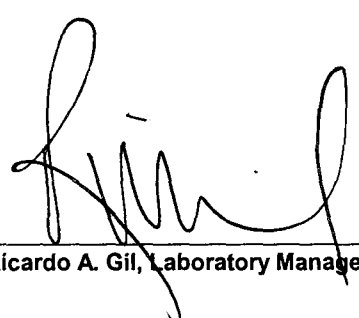
L&G Project Number: L114501
L&G Report Number: R1216
Date Sampled/Tested: 10/11/06
Date Reported: 10/12/06
Area Tested: Parking Lot

Material Description	Caliche	
Opt. Density, LB/CF <u>114.0</u>	Optimum % Moisture <u>14.2</u>	Test Depth <u>8"</u>
Required % Proctor <u>98%</u>	Moisture Tolerance <u>-2 to +3</u>	Required Depth <u>8"</u>

Test No.	Test Location	Moisture Content (%)	Dry Density(PCF)	Percent Compaction(%)	Depth (inch)
1	S. Entrance 50' W from Approach on Center Line	16.0 %	118.8 pcf	104.3%	8"
2	S. Entrance 100' W from Approach on Center Line	15.0 %	116.2 pcf	102.0%	8"
3	Exit Rd. S. Parking Lot 40' N of Int. S. Entrance & Exit Rd. on Center Line	13.0 %	119.1 pcf	104.5%	8"
4	Entrance Rd. to S. Parking Lot 30' N of Int. of S. Entrance & Entrance Rd. on East	15.1 %	123.7 pcf	108.5%	8"
5	Access Rd. to S. Parking Lot 10' N. of Island on Center Line	15.7 %	118.6 pcf	104.0%	8"

Remarks: Field testing done in general accordance with ASTM D 2922 and ASTM D 3017.
Test results are in general compliance with the project specifications except as noted.

CC: Hidalgo County Auditors's Office, Rey Eufrazio
Hidalgo County Purchasing Dept., Martha Salazar
Hidalgo County Juvenile Probation, Israel Silva
VA Architecture, Tomas Canul, Proj. Mgr.
Quintanilla, Headley, & Assoc., A Quintanilla, P.E.
Unitech Engineering, Inc. R de la Cruz, P.E.
WSC Consulting Engineers, Per K. Schneider, P.E.
Descon Construction, J. Wayne Medlin


Ricardo A. Gil, Laboratory Manager

AI-936

15.A.10.

**Health Department - Public Health & Safety Issue
CC REGULAR**

Date: 10/31/2006
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Requesting exemption from competitive requirements, Texas Local Government Code, 262.024 (a) (2) an item necessary to preserve or protect the public health or safety of the residents of the county for the purchase of necessary medical supplies and related items;

B. Requesting authority to purchase necessary medical and related items necessary to preserve or protect the public health or safety of the residents of the county.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/27/2006 04:31 PM	APRV
2	Sergio Cruz	Sergio Cruz	10/27/2006 05:16 PM	APRV
3	Purchasing Department			NEW
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Marty Salazar

Started On: 10/27/2006 10:56 AM

Final Approval Date:

AI-868
Photo Processing
CC REGULAR

15.A.11.

Date: 10/31/2006
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Agenda Item

CAPTION

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with Trevino's Studio & Photo Center for Photo Processing.

BACKGROUND

Renewal effective 01/01/2007 under the same rate, terms and conditions.

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** Various
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
See attached expense report

Attachments

Link: [Trevino's Photo Center](#)

Link: [Exp Rpt - Obj 560](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 09:51 AM	APRV
2	Budget & Management	Dina Trevino	10/26/2006 01:31 PM	APRV
3	Dale Kennan	Dale Kennan	10/26/2006 04:15 PM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 10:36 AM	APRV
5	Arcy Duran	Arcilia Duran	10/27/2006 04:56 PM	APRV
6	Linda Fong	Linda Fong	10/27/2006 05:15 PM	APRV
7	Agenda Coordinator			NEW

Form Started By: Mary Maldonado

Started On: 10/25/2006 11:43 AM

Final Approval Date:



PURCHASING DEPARTMENT
County Of Hidalgo

October 25, 2006

Re: Contract # C-05-194-11-29

Joe G. Trevino, Vice President
Trevino's Studio & Photo Center, Inc.
1103 N. Cage
Pharr, Texas 78577

Dear Mr. Trevino:

Hidalgo County is requesting a one year extension of the "PhotoProcessing, as provided in current requirements agreement, which will expire on December 31, 2006.

This letter will serve as the County's written notice for renewal under the same rates, terms and conditions.

Thank you for your attention to this matter. If you should have any questions or comments, or require anything further, please do not hesitate to contact me.

Sincerely,

Mary A. Maldonado
Contracts Manager

EXHIBIT "B"

HIDALGO COUNTY
"PHOTO PROCESSING"
RFSQ NO: 05-194-10-31ROL

BID PAGE

Scope of Services

Developing Negatives only without index card	\$ 1.25
Developing Negatives only with index card	\$ 2.00
Printing 4x6 without index cards	\$.16
Printing 4x6 with index cards	\$.16
Re-prints without index cards	\$.28
Re-prints with index cards <i>plus .75 For Index card</i>	\$.28
Rush prints 1-2 hrs without index cards	\$.20
Rush prints 1-2 with index cards	\$.20
8x10 enlargements	\$ 1.90
11x14 enlargements	\$ 7.50
Custom/Prints to scale enlargements	\$ 9.10
Roll of film (photograph) copied to Photo CD	\$ 7.25
Developing CD to printing	\$.20
Reprints with CD to printing	\$.20
<i>UN-cut 35mm Film to CD</i>	<i>\$ 10.00 per CD</i>

TOTAL QUOTE AMOUNT: \$ _____

BIDDER / COMPANY NAME: Trevino's Photo Center

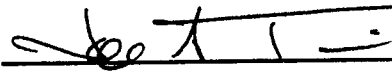
ADDRESS: 1101 North Cage Ste C-5

CITY/STATE/ZIP CODE: Pharr TX 78577

PHONE NUMBER: 956-781-5274

CELLULAR & PAGER NUMBERS: 607-8911 - cell

FAX NUMBER: 956-781-8044

AUTHORIZED SIGNATURE: 

PRINTED NAME: Joe G. Trevino

TITLE: U-P

DATE: 10-30-05

For 01/01/06 - 01/31/07

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND						
6-1100-412-00-080-002-0-560	100.00	.00	.00	.00	100.00	.00
6-1100-414-00-130-001-0-560	500.00	.00	.00	.00	500.00	.00
6-1100-419-40-220-001-0-560	240.00	.00	.00	.00	240.00	.00
6-1100-419-50-230-001-0-560	150.00	.00	.00	.00	150.00	.00
6-1100-421-00-280-001-0-560	6,000.00	1,100.69	3,104.31	3,104.31	1,795.00	70.08
6-1100-422-10-300-001-0-560	1,150.00	.00	.00	.00	1,150.00	.00
6-1100-423-21-280-002-0-560	500.00	.00	35.40	35.40	464.60	7.08
6-1100-461-00-380-001-0-560	200.00	2.42	13.58	13.58	184.00	8.00
1100 GENERAL FUND	8,840.00	1,103.11	3,153.29	3,153.29	4,583.60	48.15
1202 R&B PRECINCT NO.2						
6-1202-431-00-122-006-0-560	50.00	.00	.00	.00	50.00	.00
1202 R&B PRECINCT NO.2	50.00	.00	.00	.00	50.00	.00
1212 PARKS PRECINCT NO.2						
6-1212-452-00-122-008-0-560	11.00	.00	.00	.00	11.00	.00
1212 PARKS PRECINCT NO.2	11.00	.00	.00	.00	11.00	.00
1291 HIDTA						
6-1291-412-00-270-003-5-560	344.03	.00	264.89	264.89	79.14	77.00
6-1291-412-00-270-003-6-560	180.00	80.72	19.28	19.28	80.00	55.56
1291 HIDTA	524.03	80.72	284.17	284.17	159.14	69.63
1292 WIC						
6-1292-441-00-350-001-6-560	200.00	.00	.00	.00	200.00	.00
6-1292-441-00-350-001-7-560	200.00	.00	.00	.00	200.00	.00
1292 WIC	400.00	.00	.00	.00	400.00	.00
1297 ADULT PROBATION						
6-1297-423-00-320-002-6-560	7,300.00	.00	.00	.00	7,300.00	.00
6-1297-423-00-320-002-7-560	7,300.00	.00	.00	.00	7,300.00	.00
6-1297-423-00-320-005-6-560	40.00	.00	.00	.00	40.00	.00
6-1297-423-00-320-005-7-560	150.00	.00	.00	.00	150.00	.00
6-1297-423-00-320-008-7-560	200.00	.00	.00	.00	200.00	.00
1297 ADULT PROBATION	14,990.00	.00	.00	.00	14,990.00	.00
2202 SELF-FUNDED WORKERS' COMP						
6-2202-419-50-230-014-0-560	500.00	.00	12.92	12.92	487.08	2.58
2202 SELF-FUNDED WORKERS' COMP	500.00	.00	12.92	12.92	487.08	2.58
6 YEAR	25,315.03	1,183.83	3,450.38	3,450.38	20,680.82	18.31

AI-927

15.A.12.

**PrePaid Voluntary Legal Services
CC REGULAR**

Date: 10/31/2006
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of the scoring grid (for the purposes of ranking and award by CC) the responses received in connection with Hidalgo County's RFP for "Prepaid Voluntary Legal Services" - Bid No. 2006-143-07-19-otm;

- No. 1 _____
- No. 2 _____
- No. 3 _____

B. Authority for Purchasing & Legal Counsel to negotiate a contract with the number one rank proposer _____; or, in the alternative,

C. Requesting approval to reject all proposals received with authority to re-advertise project for: "Prepaid Voluntary Legal Services".

BACKGROUND

scoring grid
proposal acceptance sheet

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 04:17 PM	APRV
2	Budget & Management	Dina Trevino	10/27/2006 10:35 AM	APRV
3	Dale Kennan	Dale Kennan	10/27/2006 01:10 PM	APRV
4	Auditor's Office	Angelica Tapia	10/27/2006 01:41 PM	APRV
5	Arcy Duran	Arcilia Duran	10/27/2006 04:52 PM	APRV
6	Agenda Coordinator	Monica Badillo	10/27/2006 05:00 PM	APRV

Form Started By: Olga Montero
Started On: 10/26/2006 08:27 AM

Final Approval Date: 10/27/2006

**APPROVAL OF SPECIAL BILLING-LONE STAR SHREDDING-DISTRICT & COUNTY CLERK
CC REGULAR**

Date: 10/31/2006

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of special billing option in connection with "overages" from Lone Star Shredding & Document Storage in the amount of \$35,977.20, with authority for Auditor to issue payment after review, audit and processing procedures are completed. C-05-311-09-27

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1238-412-00-090-003-0-350

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

District Clerk Acct Info avail bal -> 27006.00

FISCAL YEAR: 2006

ACCT. #: 6-1238-415-40-180-004-0-350

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

County Clerk Acct Information avail bal -> 9456.00

Attachments

Link: [FINAL INVOICE-LONE STAR](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 10:35 AM	APRV
2	Budget & Management	Dina Trevino	10/27/2006 10:33 AM	APRV
3	Dale Kennan	Dale Kennan	10/27/2006 12:00 PM	APRV
4	Auditor's Office	Angelica Tapia	10/27/2006 01:42 PM	APRV
5	Arcy Duran	Arcilia Duran	10/27/2006 04:51 PM	APRV
6	Linda Fong	Linda Fong	10/27/2006 05:21 PM	APRV
7	Agenda Coordinator			NEW

Form Started By: Darlene Betancourt

Started On: 10/25/2006 05:14 PM

Final Approval Date:



1970 Expressway 83
Mercedes, TX. 78570
(800) 747-3318

Invoice

Date	Invoice #
10/24/2006	51101

Bill To
Hidalgo County Purchasing Ms. Marty Salazar 100 East Cano, 5th Floor Administration Building Edinburg, Tx 78539

P.O. No.	Terms	Project
	Due Upon Receipt	

Quantity	Description	Rate	Amount
	Service 'Overage' Billing Through December 31, 2006	35,977.20	35,977.20
	TEXAS SALES TAX	8.25%	0.00
Thank you for your business.		Total	\$35,977.20

**PRESENTATION BY RESPONDENTS-DELINQUENT TAX COLLECTION SERVICES
CC REGULAR**

Date: 10/31/2006

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Presentation by the participating firms responding to Hidalgo County's RFP/Q for : "Delinquent Tax Collection Services" for the purposes of finalizing the scoring and grading by Commissioners' Court.

B. Ranking of the proposer(s)	No. 1	_____
	No. 2	_____
	No. 3	_____

C. Requesting authority for Purchasing and Legal Counsel to negotiate a final contract with the Number One Ranked Proposer for: "Delinquent Tax Collection Services-Hidalgo County"

BACKGROUND

Grid of Grading/Scoring/ Evaluation , on RFP/Q responses submitted, may be provided at Commissioners' Court inasmuch as Commissioners Court members are the grading/scoring/evaluating responses. At the time of submission of this agenda request form those scoring sheets have not been forwarded to this department for the purpose of preparing a grid reflecting the potential 90 points possible for each proposer prior to final presentations (with value of 10 points) to Commissioners Court.

Revenue & Expenditures

Attachments

Link: [RESPONSES FROM RESPONDENTS](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 10:31 AM	APRV
2	Budget & Management	Dina Trevino	10/27/2006 10:33 AM	APRV
3	Dale Kennan	Dale Kennan	10/27/2006 11:53 AM	APRV
4	Auditor's Office	Angelica Tapia	10/27/2006 05:17 PM	APRV
5	Linda Fong	Linda Fong	10/27/2006 05:21 PM	APRV
6	Agenda Coordinator			NEW

Form Started By: Darlene Betancourt

Started On: 10/25/2006 04:53 PM

Final Approval Date:



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Linebarger Goggan Blair & Sampson, LLP - Edinburg, Texas

From: Ramon V. Vela Jr., Assistant Purchasing Agent
Hidalgo County Purchasing Department

Date: October 18, 2006

Re: Presentation to Commissioners' Court Regarding Response to "Delinquent Tax Collection Services-Hidalgo County" RFP&Q

This is to advise you that, by Tuesday, October 31, 2006 at 9:30 a.m. (unless otherwise ordered by Commissioners' Court), your firm is required to make a presentation to the Hidalgo County Commissioners' Court as part of the Evaluation, Scoring and Ranking process for the above-referenced project.

You will be allowed 15 minutes to make your presentation. The presentation will be followed by an interview (question and answer) session by the Court. Please make the necessary arrangements to attend this very important meeting. The presentation accounts for up to 10 points of the overall evaluation score.

Please fax this Acknowledgment of Receipt of this information to 956-318-2629 as soon as possible:

I, Cynthia Garza Schammel have read this notice and will be sending Lucy G. Canales and Cynthia Garza Schammel a representative(s) from our firm to the October 31, 2006 Commissioners' Court (unless otherwise ordered by Commissioners' Court) to make a presentation on our behalf.
Printed Name / Signature


If you require any further information or assistance regarding this matter, please do not hesitate to call me at 956-318-2626.



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Ray, Wood & Bonilla, LLP - Austin & San Juan, Texas

From: Ramon V. Vela Jr., Assistant Purchasing Agent 
Hidalgo County Purchasing Department

Date: October 18, 2006

Re: Presentation to Commissioners' Court Regarding Response to "Delinquent Tax
Collection Services-Hidalgo County" RFP&Q

This is to advise you that, by Tuesday,
October 31, 2006 at 9:30 a.m.(unless otherwise ordered by Commissioners' Court); your firm is
required to make a presentation to the Hidalgo County Commissioners' Court as part of the
Evaluation, Scoring and Ranking process for the above-referenced project.

You will be allowed 15 minutes to make your presentation. The presentation will be followed by
an interview (question and answer) session by the Court. Please make the necessary
arrangements to attend this very important meeting. The presentation accounts for up to 10
points of the overall evaluation score.

Please fax this Acknowledgment of Receipt of this information to 956-318-2629 as soon as
possible:

I, Ray Bonilla, Ray Bonilla, have read this notice and will be
sending

Printed Name / Signature

a representative(s) from our firm to the October 31, 2006 Commissioners' Court (unless
otherwise ordered by Commissioners' Court) to make a presentation on our behalf.

If you require any further information or assistance regarding this matter, please do not hesitate to
call me at 956-318-2626.



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Perdue, Brandon, Fielder, Collins & Mott, LLP - Austin, Texas

From: Ramon V. Vela Jr., Assistant Purchasing Agent *RV*
Hidalgo County Purchasing Department

Date: October 18, 2006

Re: Presentation to Commissioners' Court Regarding Response to "Delinquent Tax
Collection Services-Hidalgo County" RFP&Q

This is to advise you that, by Tuesday, October 31, 2006 at 9:30 a.m.(unless otherwise ordered by Commissioners' Court), your firm is required to make a presentation to the Hidalgo County Commissioners' Court as part of the Evaluation, Scoring and Ranking process for the above-referenced project.

You will be allowed 15 minutes to make your presentation. The presentation will be followed by an interview (question and answer) session by the Court. Please make the necessary arrangements to attend this very important meeting. The presentation accounts for up to 10 points of the overall evaluation score.

Please fax this Acknowledgment of Receipt of this information to 956-318-2629 as soon as possible:

I, John T. Banks / *John T. Banks*, have read this notice and will be sending
Printed Name / Signature

a representative(s) from our firm to the October 31, 2006 Commissioners' Court (unless otherwise ordered by Commissioners' Court) to make a presentation on our behalf.

If you require any further information or assistance regarding this matter, please do not hesitate to call me at 956-318-2626.

**APPROVAL TO PURCHASE RADIOS FROM HGAC-OFFICE OF EMERGENCY MNGMT
CC REGULAR**

Date: 10/31/2006
Submitted By: Darlene Betancourt, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Agenda Item

CAPTION

Requesting authority to purchase Radio Equipment through Hidalgo County's Interlocal Agreement with the Houston-Galveston Area Council's (H-GAC) awarded vendor(s): Motorola Inc. and Dailey Wells Communications in an amount not to exceed \$ 150,000.00 (which includes H-GAC fees) for Hidalgo County's Office of Emergency Management.

BACKGROUND

See requisitions

Revenue & Expenditures

FISCAL YEAR: 2006 **ACCT. #:** 6-1283-429-10-230-021-6-748
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
REQUISITIONS ARE INCLUDED AS ATTACHMENTS- 2005 HOMELAND SECURITY FUNDING

Funding in the following POs:
575428 -> 1085.92
575416 -> 88697.74
575415 -> 36812.43
575412 -> 23194.60
Total Avail -> 149790.69

Attachments

Link: [HGAC PURCHASE-EMG MNGMT](#)
Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 10:14 AM	APRV
2	Budget & Management	Dina Trevino	10/27/2006 10:20 AM	APRV
3	Dale Kennan	Dale Kennan	10/27/2006 11:50 AM	APRV
4	Auditor's Office	Angelica Tapia	10/30/2006 08:40 AM	APRV
5	Mike Escaname			NEW
6	Agenda Coordinator			

Form Started By: Darlene Betancourt **Started On:** 10/25/2006 04:30 PM
Final Approval Date:

Requisition

Req # 00099205

PO #

Date: 10/25/06

Bill To: x
x

Vendor : 314374
DAILEY-WELLS COMMUNICATIONS
3440 E. HOUSTON ST.
SAN ANTONIO TX 78219

Ship To: COUNTY JUDGE
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: Victor Fonseca
956-318-2600

Contract No:

Special Instructions:
Contract #RA01-06 HGAC
DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	M7100 MOBILE		.00
4	EACH	MAHG-S8MXT MOBILE, M7100-IP,806-870MHZ, 35W WITH SCAN CONTROL HEAD, MICROPHONE, FRON INSTALL KIT, ANTENNA	2,498.30	9,993.20
4	EACH	MAHG-PV FEATURE SET, PROVOICE RADIO, DIGITAL	595.00	2,380.00
4	EACH	PROGRAMMING	50.00	200.00
4	EACH	INSTALLATION	150.00	600.00
1	EACH	P7150 PORTABLE		.00
3	EACH	HT7150S81X PORTABLE, P7150,806-870MHZ, SCAN	1,456.00	4,368.00
3	EACH	HTPV FEATURE SET, PROVOICE RADIO, DIGITAL	1,436.00	4,308.00
3	EACH	HTPA9P BATTERY, NIMH, EXTRA HI CPACITY, DR	80.00	240.00
3	EACH	HTCH9E CHARGER, DES, RAPID, 120/230VAC	96.00	288.00
3	EACH	HTNC1K ANTENNA, 800MHZ, WHIP <IS>	16.80	50.40
3	EACH	HTHC7N CASE, LEATHER, WITH BELT LOOP & SWIVEL >S>	104.00	312.00
3	EACH	HTPA9P SPARE, BATTERY, NIMH, EXTRA HI CAPACITY,DR	80.00	240.00
3	EACH	PROGRAMMING	50.00	150.00
1	EACH	SHIPPING/HANDLING-	65.00	65.00
Account No _____			Encumbrance	
6-1283-429-10-230-021-6-748			23,194.60	
			Freight	.00
			Total	23,194.60
REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233				

Authorized By: _____

Requisition

Req # 00099196

PO #

Date: 10/25/06

Bill To: x
x

Vendor: 283827
MOTOROLA INC.
1301 E. ALGONQUIN RD
SCHAUMBURG IL 60196
FAX (210)680-3214

Ship To: COUNTY JUDGE
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	SOFTWARE		.00
1	EACH	RVN4186V SOFTWARE FOR XTS/XTL ASTRO 25 PORTABLE/MOBILE	375.00	375.00
1	EACH	HGAC FEE 1.5%	5.63	5.63
1	EACH	HKN6183A PROGRAMMING/FLASH CABLE-XTL SERIES MOBILES	66.35	66.35
1	EACH	HGAC FEE 1.5%	1.00	1.00
1	EACH	HKN6184A PROGRAMMING/FLASH CABLE - XTL SERIES MOBILES	45.50	45.50
1	EACH	HGAC FEE 1.5%	.68	.68
1	EACH	HKN6155A PROGRAMMING/FLASH CABLE - XTL5000 MOBILE	95.00	95.00
1	EACH	HGAC FEE 1.5%	1.43	1.43
1	EACH	RKN4105A PROGRAMMING/FLASH CABLE -XTS SERIES PORTABLE	237.00	237.00
1	EACH	HGAC FEE 1.5%	3.56	3.56
1	EACH	RKN4106A PROGRAMMING/FLASH CABLE- XTS SERIES PORTABLE	251.00	251.00
1	EACH	HGAC FEE 1.5%	3.77	3.77
Account No _____			Encumbrance	
6-1283-429-10-230-021-6-748			1,085.92	
			Freight	.00
			Total	1,085.92
REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233				

Authorized By: _____

Requisition

Req # 00099132

PO #

Date: 10/24/06

Bill To: x
x

Vendor : 283827
MOTOROLA INC.
1301 E. ALGONQUIN RD
SCHAUMBURG IL 60196
FAX (210)680-3214

Ship To: COUNTY JUDGE
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: Victor Fonseca
956-318-2600

Contract No:

Special Instructions:

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1		XTS 1500 Portable Radio (SO)		.00
30	EACH	H66KDD9PW5 N ASTRO DIGITAL XTS1500 WHF MODEL 1.5 1-5 48 CHANNEL (DISPLAY)	615.00	18,450.00
30	EACH	Q811 ENH: SOFTWARE P25 CONVENTIONAL	446.08	13,382.40
30	EACH	NNTN4116 LEATHER CASE W/HIGHT ACTIVITY 2.5" SWIVEL BELT LOOP	48.00	1,440.00
30	EACH	NTN1873 CHARGER IMPRESS SMART RAPID RATE, 110V	132.00	3,960.00
10	EACH	NTN9815 NICD, 1525 MAH, 7.5V BATTERY	85.00	850.00
10	EACH	DSV1T12MA137 THROAT MICROPHONE	445.50	4,455.00
30	EACH	H635SB LIMITED TIME PROMOTIONAL DISCOUNT (12-10-06)	-300.00	-9,000.00
20	EACH	NMN6193A MICROPHONE REMOTE SPEAKER	71.55	1,431.00
1	EACH	PROGRAMMING/TEMPLATE/ACTIVATION	1,300.00	1,300.00
1	EACH	HGAC FEE 1.5%	544.03	544.03
		Account No	Encumbrance	
		6-1283-429-10-230-021-6-748	36,812.43	
			Freight	.00
			Total	36,812.43
REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233				

Authorized By: _____

Requisition

Req # 00099183

PO #

Date: 10/25/06

Bill To: x
x

Vendor : 283827
MOTOROLA INC.
1301 E. ALGONQUIN RD
SCHAUMBURG IL 60196
FAX (210)680-3214

Ship To: COUNTY JUDGE
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: Victor Fonseca
956-318-2600

Contract No:

Special Instructions:

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	XTS 1500 PORTABEL UNIT - PROJECT 25		.00
32	EACH	H66KDD9PW5 N ASTRO DIGITAL XTS1500 VHF MODEL 1.5 1-5 WATT - 48 CHANNEL - DISPLAY	615.00	19,680.00
32	EACH	Q811 ENH: SOFTWARE P25 CONVENTIONAL	446.08	14,274.56
32	EACH	H885 ENH: TWO (2) YEAR EXPRESS SERVICE PLUS	65.00	2,080.00
32	EACH	H635SB ADD: SALES PROMOTION (VALID TILL 12-10-06)	-300.00	-9,600.00
32	EACH	H35 ALT: BATTERY IMPRES NIMH ULTRA HI CAP	48.80	1,561.60
32	EACH	NNTN4116 LEATHER CASE W/2.5" SWIVEL BELT LOOP	48.00	1,536.00
32	EACH	NMN6193 MICROPHONE	69.80	2,233.60
32	EACH	NTN9858C NIMH IMPRESS BATTERY - SPARE	93.50	2,992.00
32	EACH	NTN1873 CHGR, IMPRESS SMART RAPID RATE, 110V	132.00	4,224.00
1	EACH	HGAC FEE 1.5%	584.64	584.64
1	EACH	XTL1500 DASH MOUNT MOBILE - PROJECT 25		.00
25	EACH	M28KSS9PW1 N XTL1500 MOBILE 10-50 WATT, 136-174 MHZ	1,312.00	32,800.00
25	EACH	G966 P25 DIGITAL CONVENTIONAL ENHANCED	270.60	6,765.00
25	EACH	G24 TWO (2) YEAR EXPRESS SERVICE PLUS	102.00	2,550.00
25	EACH	B18 ADD: AUXILARY SPEAKER 5 WATT	49.20	1,230.00
25	EACH	W635EZ ADD: SALES PROMOTIONAL (VALID TILL 12-10-06)	-300.00	-7,500.00
25	EACH	RAD4010ARB ANTENNA, VHF (136-174 MHZ) 3BD ROOF MNT	46.40	1,160.00
1	EACH	HGAC FEE 1.5%	555.00	555.00
1	EACH	XTS5000 MODEL II PORTABLE UNIT - WITH P25 DIGITAL CAI-VHF		.00
1	EACH	H18KEF9PW6 N 174MHZ 1-6w 850 CHAN LIMITED KEYPAD	1,769.56	1,769.56
1	EACH	Q806 ADD: SOFTWARE ASTRO DIGITAL CAI	422.30	422.30
1	EACH	H35 ADD: CONVENTIONAL SYSTEMS SOFTWARE	656.00	656.00
1	EACH	H14 ENH: ENHANCED DIGITAL ID DISPLAY	61.50	61.50
1	EACH	H885 TWO (2) YEAR EXPRESS SERVICE PLUS	67.00	67.00
1	EACH	Q393 ALT: BATTERY IMPRES NIMH FM 1750MAH	38.54	38.54
1	EACH	NTN1873 CHARGER, IMPRESS SMART RAPID RATE	132.00	132.00
1	EACH	HGAC FEE 1.5%	47.20	47.20
1	EACH	XTL2500 XONTROL STATION - WITH P25 DIGITAL CAI		.00
1	EACH	M21KSM9PW1 N XTL2500 VHF 136-174 MHZ, 10-50W	1,227.54	1,227.54

Authorized By: _____

Requisition

Req # 00099183

PO #

Date: 10/25/06

Bill To: x
x

Vendor : 283827
MOTOROLA INC.
1301 E. ALGONQUIN RD
SCHAUMBURG IL 60196
FAX (210)680-3214

Ship To: COUNTY JUDGE
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	G806 ENH: SFWR ASTRO CAI OPERATION	422.30	422.30
1	EACH	G48 ENH: CONVENTIONAL OPERATION	225.50	225.50
1	EACH	G114 ENH: ENHANCED DIGITAL ID DISPLAY	61.50	61.50
1	EACH	G89 ADD: NO ANTENNA NEEDED		.00
1	EACH	G444 ADD: ADD: CONTROL HEAD SOFTWARE		.00
1	EACH	G442 ADD: ADD: XTL 2500 CONTROL HEAD	239.44	239.44
1	EACH	G91 ADD: CONTROL STATION POWER SUPPLY	220.58	220.58
1	EACH	W665 ADD: CONTROL STATION OPERATION	57.40	57.40
1	EACH	W382 ALT: CONTROL STATION PALM MICROPHONE	138.58	138.58
1	EACH	G66 ADD: DASH MOUNT	102.50	102.50
1	EACH	G142 ADD: NO SPEAKER NEEDED		.00
1	EACH	G24 EXPRESS SERVICIE PLUS	102.00	102.00
1	EACH	HGAC FEE 1.5%	41.96	41.96
1	EACH	XTL5000 DASH MOUNT MOBILE UNIT - WITH P25 DIGITAL CAI-VHF		.00
2	EACH	M20KSS9PW1 N XTL5000 VHF MOBILE 10-50 WATT 136-174	1,227.54	2,455.08
2	EACH	G806 ENH: SFWR ASTRO CAI OPERATION	422.30	844.60
2	EACH	G48 ENH: CONVENTIONAL OPERATION	656.00	1,312.00
2	EACH	G114 ENH: ENHANCED DIGITAL ID DISPLAY	61.50	123.00
2	EACH	G301 ADD: ANTENNA 3DB ROOF TOP VHF	47.97	95.94
2	EACH	G444 ADD: ADD: CONTROL HEAD SOFTWARE		.00
2	EACH	G442 ADD: XTL 5000 CONTROL HEAD	432.00	864.00
2	EACH	W635EW ADD: FREE 05 CONTROL HEAD	-432.00	-864.00
2	EACH	W22 ADD: STANDARED PALM MICROPHONE	59.04	118.08
2	EACH	G66 ADD: DASH MOUNT	102.50	205.00
2	EACH	B18 ADD: AUXILARY SPEAKER 5 WATT	49.20	98.40
2	EACH	G24 EXPRESS SERVICE PLUS	102.00	204.00
1	EACH	HGAC FEE 1.5%	81.84	81.84

Account No

ENCUMBRANCE

6-1283-429-10-230-021-6-748

88,697.74

Authorized By: _____

Requisition

Req # 00099183

PO #

Date: 10/25/06

Bill To: x
x

Vendor : 283827
MOTOROLA INC.
1301 E. ALGONQUIN RD
SCHAUMBURG IL 60196
FAX (210)680-3214

Ship To: COUNTY JUDGE
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
			Freight	.00
			Total	88,697.74
		G24 & H885 SERVICE PLUS - THIS OPTION PROVIDES HARDWARE REPAIR COVERAGE FOR TWO YEARS BEYOND THE STANDARD ONE YEAR WARRANTY FOR A TOTAL OF THREE YEARS RADIO COVERAGE. REPAIRS WILL BE MADE AT TEH MOTOROLA SERVICE DEPOT. REPAIRS FOR 6 MONTHS TO 1 YEAR FOR 6 MONTHS TO 1 YEAR OUT BOUND SHIPPING.		

Authorized By: _____

AI-873
Drug Testing
CC REGULAR

15.A.16.

Date: 10/31/2006
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with Pinnacle Medical Management for Drug Testing Collection Service.

BACKGROUND

Renewal effective 01/01/2007 under the same rate, terms and conditions.

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** County Wide
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:** 6-1100-419-50-230-001-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Avail Bal -> 5630.00

Attachments

Link: [Drug Testing](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 09:55 AM	APRV
2	Budget & Management	Dina Trevino	10/26/2006 01:32 PM	APRV
3	Dale Kennan	Dale Kennan	10/26/2006 04:30 PM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 10:34 AM	APRV
5	Arcy Duran	Arcilia Duran	10/27/2006 01:35 PM	APRV
6	Agenda Coordinator	Monica Badillo	10/27/2006 04:42 PM	APRV

Form Started By: Mary Maldonado **Started On:** 10/25/2006 01:54 PM
Final Approval Date: 10/27/2006



PURCHASING DEPARTMENT
County Of Hidalgo

October 25, 2006

Re: Contract # C-05-310-10-11

Dr. Harvey Graves
Pinnacle Medical Management
480 N. Sam Houston Parkway
Houston, Texas 77060

Dear Dr. Graves:

Hidalgo County is requesting a one year extension of the "**Drug Testing Collection Service for Hidalgo County**", as provided in current requirements agreement, which will expire on December 31, 2006.

This letter will serve as the County's written notice for renewal under the same rates, terms and conditions.

Thank you for your attention to this matter. If you should have any questions or comments, or require anything further, please do not hesitate to contact me.

Sincerely,



Mary A. Maldonado
Contracts Manager

EXHIBIT "B"
HIDALGO COUNTY
DRUG TESTING COLLECTION SERVICES
 Bid No. 2005-310-09-14-MSS
BID PAGE

FILED
 AT 9:57 O'CLOCK A.M.
 SEP 14 2005
 JUAN D. SALINAS III, COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 BY: *[Signature]* DEPUTY

<u>BUSINESS HOURS</u>	<u>FROM</u>	
<u>REGULAR</u>		
<u>PREMIUM</u>		24 hours 7 days a week
<u>BUSINESS DAYS</u>	<u>FROM</u>	<u>TO</u>
<u>REGULAR</u>		24 hours / 7 days / week
<u>PREMIUM</u>		

FEES:
 Hourly: _____ for Regular Hours _____ for Premium Hours

Test Charges (must indicate fees for: urine, hair, and blood on each test):

Specific Test	Level Assessed	Fees	Zero Level	Fees	Turnaround time for results
Panel 9	Urine	GCMS	45.00		*neg - next DAY
	Hair		80.00		
	Blood		180.00		**non-neg. 2 days
Rohypnol	Urine		95.00		
	Hair		Not Available		
	Blood		Not Available		
Alcohol	Urine		50.00		
	Hair		No test available		
	Blood		180.00		
Ecstasy	Urine		80.00		
	Hair		Not Available		
	Blood		Not Available		

COMPANY NAME: Pinnacle Medical Management
 ADDRESS: 480 N. Sam Houston Parkway
 CITY/STATE/ZIP CODE: Houston, TX 77060
 PHONE NUMBER: 281 405-8378 CELLULAR NUMBER _____
 FAX NUMBER: 281 405-8004
 AUTHORIZED SIGNATURE: _____
 PRINTED NAME: Dr. Harvey Graves
 TITLE: President / CEO
 DATE: 9-8-05

AI-839

15.A.17.

**Requesting authority to advertise paving Health Dept. C.O
CC REGULAR**

Date: 10/31/2006

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

COUNTY HEALTH DEPARTMENT

Requesting authority to advertise with approval of plans and specifications as drafted and submitted by project engineer Javier Hinojosa Engineering (through contract No. C-05-271-09-06) for: "Paving Health Department Central Office Parking Lot" RFB (6-383)

BACKGROUND

Approval of (specifications) plans from Health Department memorandum

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1334-441-00-340-022-0-739

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance 520,000.00

Attachments

Link: [Requesting authority o advertise paving Health Dept. parking lot](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 09:40 AM	APRV
2	Budget & Management	Dina Trevino	10/26/2006 10:07 AM	APRV
3	Dale Kennan	Dale Kennan	10/26/2006 10:22 AM	APRV
4	Auditor's Office	Linda Fong	10/26/2006 01:20 PM	APRV
5	Arcy Duran	Arcilia Duran	10/27/2006 11:20 AM	APRV
6	Agenda Coordinator	Monica Badillo	10/27/2006 11:42 AM	APRV

Form Started By: Juan Tapia

Started On: 10/24/2006 10:35 AM

Final Approval Date: 10/27/2006



Hidalgo County Health Department

1304 S. 25th St. ★ Edinburg, Texas 78539
Tel. (956) 383-6221 ★ Fax: (956) 383-8864

Eduardo Olivarez
Chief Administrative Officer

Memorandum

Date: 10/25/2006

To: Juan M. Tapia, Purchaser
Purchasing Department *JH*

From: Rigoberto Hinojosa, Director of Operations
Health Department

RE: Parking Lot Renovation for Health Department Admin. Building (Project # 06-383)

We are requesting that you please proceed with the procurement process for the parking lot renovations at the Health Department Administration Building. Mr. Olivarez has reviewed and approved the plans presented by the engineering firm of Javier Hinojosa Engineering on contract # C-05-271-09-06.

Cc: Eduardo Olivarez, Health Dept. Chief Administrative Officer
Dan Beltran, Health Dept. Chief Financial Officer

AI-904

15.B.1.

**Pct. 1-Invoice No. 0608-Rodriguez Engineering-C-06-217-07-18
CC REGULAR**

Date: 10/31/2006
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 0608 in the amount of \$5,365.92 submitted by Rodriguez Engineering with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-06-217-07-18 (PO # 575285) for "Various R&B and C.I.P. Projects "Victoria Road (From end of Asphalt North to Mile 12 thence west to existing Asphalt)"

BACKGROUND

Invoice No. 0608

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1201-431-00-121-005-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in PO 575285 -> 21463.67

Attachments

Link: Pct. 1-Invoice No. 0608-Rodriguez Engineering-C-06-217-07-18

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 10:13 AM	APRV
2	Budget & Management	Dina Trevino	10/27/2006 10:15 AM	APRV
3	Dale Kennan	Dale Kennan	10/27/2006 11:24 AM	APRV
4	Auditor's Office	Angelica Tapia	10/30/2006 08:52 AM	APRV
5	Linda Fong			NEW
6	Agenda Coordinator			

Form Started By: Letty Saenz

Started On: 10/25/2006 04:02 PM

Final Approval Date:

RODRIGUEZ ENGINEERING

CONSULTING ENGINEER/SURVEYOR

DATE: October 25, 2006

Invoice #: 0608

Project: PO575285-1824

Owner: Hidalgo County Precinct No. 1

Location: Victoria Road (From end of Asphalt North to Mile 12 thence west to existing Asphalt).

Engineering Services rendered for Preliminary Phase for the above referenced project:

Contract Amount: \$21,463.67

Preliminary Phase: \$ 5,365.92

Amount Due Now: \$ 5,365.92

APPROVED FOR BILLING: 

PCT. #1 *NW*
ROAD & BRIDGE
6 -1201-431-00-121-005-0-731
575825



INVOICE RECEIVED BY *[Signature]* on *10/25/06*
GOODS RECEIVED BY *[Signature]* on *12/12/06*

**SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1**

**(956) 968-8733 FAX(956) 973-7804 OR 969-1417
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596**

FAX COVERSHEET

To: PURCHASING DEPT. **FROM** NOE MONTEZ

ATTN : LETTY SAENZ

Fax: **PAGES** 2

Phone: **Date:** 10/25/06

Re: **CC:**

- Urgent For Review Please Comment Please Reply Please Recycle

• **Comments**

C-06-217-07-18

PLEASE PLACE THE FOLLOWING INV #0608 ON THE NEXT CC MEETING FOR PAYMENT.

THANKS

NOE MONTEZ

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

AI-937

15.B.2.

**Modification/Amendment to L & G Engineering Contracts
CC REGULAR**

Date: 10/31/2006
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Purchasing only: Prct. 1

Agenda Item

CAPTION

Requesting approval of a Modification/sAmendments(to clarify/correct from "Estimated Quantities Basis to Lump Sum Basis") to the following Contracts including related Work Authorizations between Hidalgo County (Precinct No. 1) and L & G Engineering Laboratory, LLC in connection with the following:

- A. C-03-173-10-09
- B. C-04-087-03-08
- C. C-05-102-03-16
- D. C-05-105-03-08
- E. C-06-145-03-06

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/27/2006 04:30 PM	APRV
2	Dale Kennan	Dale Kennan	10/27/2006 04:50 PM	APRV
3	Purchasing Department			NEW
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Marty Salazar

Started On: 10/27/2006 11:52 AM

Final Approval Date:

CONSTRUCTION OF TWO RESTROOMS AND ONE CONCESSION STAND FOR NORTH SAN JUAN PARK

CC REGULAR

Date: 10/31/2006
Submitted By: Darlene Betancourt, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Agenda Item

CAPTION

- A. Presentation for discussion, consideration, acceptance and approval of Request for Payment No. 4 in the amount \$ 65,463.27 from Oscorp Construction and Development, Inc.,(contracted vendor) for the "**Construction of Two Restrooms and One Concession Stand for North San Juan Park at Precinct No.2**" and certified for payment for project architect, V-A Architecture, with authority for Auditor to issue payment after review, audit and processing procedures completed. C-06-062-03-21
- B. Presentation for discussion, consideration, acceptance and approval of Request for Payment No. 3 in the amount of \$640.25 from V-A Architecture, contracted architect for "**Construction of Two Restrooms and One Concession Stand for North San Juan Park at Precinct No. 2**" with authority for Auditor to issue payment after review, audit and processing procedures completed. C-01-107-03-13
- C. Requesting approval of Change Order No.1 (to increase 106 days to original contract days) for "**Construction of Two Restrooms and One Concession Stand for North San Juan Park at Precinct No. 2**" with contracted vendor, Oscorp Construction and Development Inc. and as certified by project architect, V-A Architecture, contracted architect. C-06-062-03-21
- D. Requesting approval of "**Certificate of Substantial Completion**" for contracted vendor, Oscorp Construction and Development Inc. reflecting the completion date of November 1, 2006, and as certified by project architect, V-A Architecture, contracted architect.

BACKGROUND

See copies of Payment Requests, Change Order and Certificate of Substantial Completion

Revenue & Expenditures

FISCAL YEAR: 2006 **ACCT. #:** 6-1331-452-00-122-014-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 PO# 566586-REQUEST FOR PAYMNT 4-OSCORP

FISCAL YEAR: 2006 **ACCT. #:** 6-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 PO# 566586 FOR REQUEST FOR PAYMNT #4-OSCORP

FISCAL YEAR: 2006 **ACCT. #:** 6-1331-452-00-122-014-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 PO# 558364-REQUEST FOR PAYMNT #3-VA ARCH

FISCAL YEAR: 2006 **ACCT. #:** 6-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 PO# 558364-REQUEST FOR PAYMNT #3-VA ARCH

FISCAL YEAR: 6 **ACCT. #:** 6-1331-452-00-122-014-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 PO# 558364 - Balance \$4,919.62 as of 10-27-06

FISCAL YEAR: 6 **ACCT. #:** 6-1212-452-00-122-008-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 558364 - Balance \$13,436.04 as of 10-27-06

FISCAL YEAR: 6

ACCT. #: 6-1212-452-00-122-008-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 566586 - Balance \$68,908.71 as of 10-27-06

Attachments

Link: [PAYMENT 4-OSCORP](#)

Link: [PAYMENT 3-VA ARCH](#)

Link: [CHANGE ORDER NO 1-OSCORP](#)

Link: [SUBS COMPLETION-OSCORP](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 09:55 AM	APRV
2	Budget & Management	Dina Trevino	10/27/2006 08:42 AM	APRV
3	Mario Betancourt	Mario Betancourt	10/27/2006 01:43 PM	APRV
4	Auditor's Office	Angelica Tapia	10/30/2006 08:48 AM	APRV
5	Joy Hsu			NEW
6	Agenda Coordinator			

Form Started By: Darlene Betancourt

Started On: 10/25/2006 02:48 PM

Final Approval Date:

AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: The County of Hidalgo Prec. #2 100 E. Cano Edinburg, TX 78539	PROJECT: North San Juan Park #C-06-062-03-21 Hidalgo County Precinct No 2 North San Juan Park 600 E. Earling Rd. San Juan, Texas 78589	APPLICATION NO: 004 PERIOD TO: September 25, 2006	Distribution to: OWNER <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> SURETEC <input checked="" type="checkbox"/>
FROM CONTRACTOR: Oscorp Construction & Development, Inc. 3601 N. I Rd. Suite A Pharr, TX. 78577	VIA ARCHITECT: VA Architecture 2029 Industrial Drive McAllen, TX 78504	CONTRACT FOR: General Construction CONTRACT DATE: April 11, 2006 PROJECT NOS: 01-1004C / SJR-6000 / C-06-062-03-21	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 393,372.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 393,372.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 393,372.00
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 19,668.60
b. 5 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 19,668.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 373,703.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 308,240.13
8. CURRENT PAYMENT DUE	\$ 65,463.27
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 19,668.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: [Signature] Date: 10-9-06
State of: Texas
County of: Hidalgo

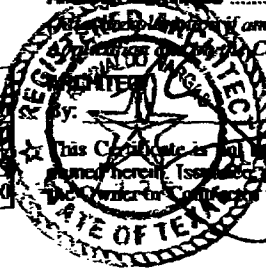
Subscribed and sworn to before me this 30th day of Sept. 2006

Notary Public: Miki McCarthy
My Commission expires: March 08, 2010

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 65,463.27
If the amount certified differs from the amount applied, initial all figures on this Continuation Sheet that are changed to conform with the amount certified.)



By: AIA. Date: 10-19-06
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G703™ - 1992

7C-06-062-03-21

SENT BY :

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 004
 APPLICATION DATE: 09/18/2006
 PERIOD TO: 09/29/2006
 ARCHITECT'S PROJECT NO: 01-1004C

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		G %	(G ÷ C)		
1	General Conditions	18,446.00	14,394.45	4,051.55	0.00	18,446.00	100.00 %	0.00	922.3
2	Sitework - Labor & Pest	6,160.00	5,060.00	1,100.00	0.00	6,160.00	100.00 %	0.00	308
3	South Texas Concrete	9,230.00	9,230.00	0.00	0.00	9,230.00	100.00 %	0.00	461.5
4	Rio Grande Steel	8,091.00	8,091.00	0.00	0.00	8,091.00	100.00 %	0.00	404.55
5	D III Construction	8,300.00	8,300.00	0.00	0.00	8,300.00	100.00 %	0.00	415
6	Valley Builders Company	73,000.00	73,000.00	0.00	0.00	73,000.00	100.00 %	0.00	3650
7	Southern Steel	51,000.00	51,000.00	0.00	0.00	51,000.00	100.00 %	0.00	2550
8	Hope Lumber: Lumber	13,487.00	13,487.00	0.00	0.00	13,487.00	100.00 %	0.00	674.35
9	Hope Lumber: Roof Trusses	5,535.46	5,289.24	246.22	0.00	5,535.46	100.00 %	0.00	276.77
10	South Texas Woodmill, Inc	5,600.00	0.00	5,600.00	0.00	5,600.00	100.00 %	0.00	280
11	Rough Carpentry Labor	11,000.00	4,500.00	6,500.00	0.00	11,000.00	100.00 %	0.00	550
12	Misc. Material	300.00	0.00	300.00	0.00	300.00	100.00 %	0.00	15
13	REFCO: Doors & Hardware	17,421.00	17,421.00	0.00	0.00	17,421.00	100.00 %	0.00	871.05
14	Harlingen Door Company	8,102.00	0.00	8,102.00	0.00	8,102.00	100.00 %	0.00	405.1
15	RGV Glass	5,620.00	5,620.00	0.00	0.00	5,620.00	100.00 %	0.00	281
16	Hollow Metal Doors (Labor)	2,000.00	0.00	2,000.00	0.00	2,000.00	100.00 %	0.00	100
17	Paint Subcontract	15,000.00	12,000.00	3,000.00	0.00	15,000.00	100.00 %	0.00	750
18	OsCorp Construction: Base	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0
19	Specialties	6,658.00	3,686.00	2,972.00	0.00	6,658.00	100.00 %	0.00	332.9
20	Raycal Air Conditioning	5,100.00	3,500.00	1,600.00	0.00	5,100.00	100.00 %	0.00	255
21	JBL Electric	30,000.00	25,000.00	5,000.00	0.00	30,000.00	100.00 %	0.00	1500
22	Faires Plumbing	61,720.00	38,000.00	23,720.00	0.00	61,720.00	100.00 %	0.00	3086
23	OsCorp: Contractor's Fee	18,675.54	13,958.60	4,716.94	0.00	18,675.54	100.00 %	0.00	933.78

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User Notes:

(369182086)

956867916;

OCT-25-06 9:43AM;

PAGE 3/18

FC-06-062-03-21

24	Builder's Risk Insurance	2,000.00	2,000.00	100.00 %	0.00	100.00 %	0.00	100
25	Performance Bond	8,281.00	8,281.00	100.00 %	0.00	100.00 %	0.00	414.05
26	Required Increase in GL	2,645.00	2,645.00	100.00 %	0.00	100.00 %	0.00	132.25
		0.00	0.00	0.00 %	0.00	0.00 %	0.00	0
		0.00	0.00	0.00 %	0.00	0.00 %	0.00	0
	GRAND TOTAL	\$ 393,372.00	\$ 324,463.29	\$ 68,908.71	\$ 0.00	\$ 393,372.00	100.00%	\$ 19,668.60

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V·A Architecture

REQUEST FOR PAYMENT NO: THREE

Project Name: Construction of Two Restrooms and One Concession Stand for Hidalgo County Precinct No.2 North San Juan Park

No. 01-1004C

Architeturaj Firmi V-A Architecture

PO # 358879

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Contract Amount *\$		339,372.00	Arch % Rate:		6.5%	*\$ Max. Contract Amt.		22,569.18
Scope of Services		Estimated Budget	% Completed To Date		Total Due	Less Prev. Payments	Amount Due This Request	
Schematic Design A/E Fee	15% *\$	3,835.38	100%	*\$	3,835.38	*\$ 3,835.38	*\$ (0.00)	
Design Development A/E Fee	20% *\$	5,113.84	100%	*\$	5,113.84	*\$ 5,113.84	*\$ (0.00)	
Constr. Dsg. Phase A/E Fee	40% *\$	10,227.67	100%	*\$	10,227.67	*\$ 10,227.67	*\$ 0.00	
Bidding Phase A/E Fee	5% *\$	1,278.46	100%	*\$	1,278.46	*\$ 1,278.46	*\$ (0.00)	
Construction Adm. A/E Fee	20% *\$	5,113.84	95.00%	*\$	4,855.14	*\$ 4,217.89	*\$ 640.25	
				*\$	0.00	*\$ 0.00	*\$ 0.00	
TOTALS		25,569.18		*\$	25,113.49	*\$ 24,673.24	*\$ 640.25	
						Total Amount This Request		*\$ 640.25

I certify that the above is true and correct to the best of my knowledge.

VA Architecture October 11, 2006
 Architect Date

 Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
 2029 Industrial Drive
 McAllen, Texas 78504
 (956) 631-2242

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Construction of Two Restrooms and One Concession Stand at Hidalgo County Pct. North San Juan Park	CHANGE ORDER NUMBER: 001 DATE: October 24, 2006	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Oscorp Construction & Development, Inc., 3601 N. I Road Pharr, Texas 78577	ARCHITECT'S PROJECT NUMBER: 01-1004 Contract No. C-06-062-03-21 CONTRACT DATE: 4/11/2006 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Add 106 days to the Contract Time.

ATTACHMENTS:

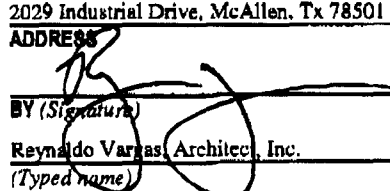
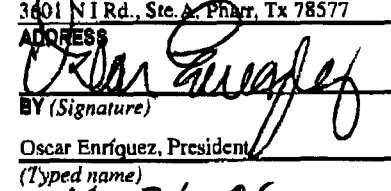
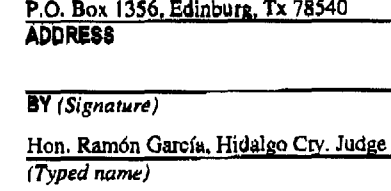
1. Letter from Oscorp dated 5/10/06
2. Letter from Oscorp dated 5/17/06
3. Letter from Faires Plumbing dated 5/16/06
4. Letter from Oscorp dated 6/22/06
5. Letter from Oscorp dated 10/10/06

The original Contract Sum was	\$	<u>393,372.00</u>
The net change by previously authorized Change Orders	\$	<u>0.00</u>
The Contract Sum prior to this Change Order was	\$	<u>393,372.00</u>
The Contract Sum will be unchanged by this Change Order in the amount of	\$	<u>0.00</u>
The new Contract Sum including this Change Order will be	\$	<u>393,372.00</u>

The Contract Time will be increased by One Hundred and Six (106) days.
The date of Substantial Completion as of the date of this Change Order therefore is October 06, 2006

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Reynaldo Vargas, Architect, Inc. dba V-A Architecture ARCHITECT (Firm name)	Oscorp Construction & Development, Inc. CONTRACTOR (Firm name)	Hidalgo County OWNER (Firm name)
2029 Industrial Drive, McAllen, Tx 78501 ADDRESS	3601 N I Rd., Ste. A, Pharr, Tx 78577 ADDRESS	P.O. Box 1356, Edinburg, Tx 78540 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Reynaldo Vargas, Architect, Inc. (Typed name)	Oscar Enriquez, President (Typed name)	Hon. Ramón García, Hidalgo Cty. Judge (Typed name)
10-24-06 DATE	10-24-06 DATE	DATE

ATTEST:

Hidalgo County Clerk

OsCorp

Construction & Development, Inc.

3601 N. I Road, Suite A
Pharr, TX 78577
956/782-7700 phone
956/783-1603 fax
956/240-0487 cell
oscorp1@yahoo.com

May 10, 2006

VA ~~Architecture~~ *Architecture*
2029 Industrial Drive
McAllen, Texas 78504

Re: North San Juan Park Construction Time Delay

Mr. Canul,

This letter serves to document the construction time delay on the North San Juan Park that are a result of "unforeseeable causes beyond our control and without fault or negligence" from our behalf. The following time line listed below documents the number of days this project has been delayed due to waiting for response or action by the City of San Juan.

Notice to proceed accepted	Wed. 04/19/06	
Requested building permit	Friday 04/21/06	
Received permit	Friday 04/28/06	Delayed 7 days
Called for G2 Inspection	Tues. 05/02/06	
Inspection	Wed. 05/03/06	Delayed 1 day
Called for G1 & G3 Inspection	Friday 05/05/06	
Inspection		Delayed 6 days and counting

Our firm is requesting that our contract be extended by 14 days extending our completion date to July 06, 2006. Please review these delays and advise on how to proceed and what further documentation is needed to expedite this request.

Respectfully,



Oscar Enriquez,
President

OE:mmm

cc File

OsCorp

Construction & Development, Inc.

3601 N. I Road, Suite A
Pharr, TX 78577
956/782-7700 phone
956/783-1903 fax
956/240-0487 cell
oscorp1@yahoo.com

May 17, 2006

VA ~~Architecture~~ Architecture
2029 Industrial Drive
McAllen, Texas 78504

Re: North San Juan Park Issues

Mr. Canul,

As per our conversation, enclosed is a letter from Faires Plumbing concerning the water meter to be provided by the County. Please be advised that the plumbing subcontractor believes that this issue may cause a delay as indicated in his letter.

Regarding the electrical issue, as of this date, there is no power for the said project. The County indicated that Magic Valley should have started two (2) weeks ago, however no work has been done. We need temporary power to proceed with this project. This issue has potential to delay the project should we not find a remedy.

OsCorp requests further instruction pertaining to these two issues. Please advice. Thank you for your attention.

Respectfully,



Oscar Enriquez,
President

OL:mm

cc File

FAIRES PLUMBING CO., INC.**P. O. BOX 1199****EDINBURG, TEXAS 78540****PH. 956-383-3221 FAX 956-383-7382**

May 16, 2006

Oscorp Construction & Development, Inc.

Re: North San Juan Park & Concession Stand

Attn.: Oscar

Dear Sir,

On Building "G" we are required to have a 2" line that will require a 2" connection, but the owner has run a 3/4" line to the building, please have this rectified ASAP because it will cause a delay in final installation of fixtures.

Thank you,

Charles H. Smith /CS

Charles H. Smith

OsCorp Construction & Development, Inc.

3601 N. I Road, Suite A
Pharr, TX 78577
956/782-7700 phone
956/783-1603 fax
956/240-0487 cell
oscorp1@yahoo.com

June 22, 2006

VA ~~Architects~~ *Architects*
2029 Industrial Drive
McAllen, Texas 78504

Re: North San Juan Park Construction Time Delay

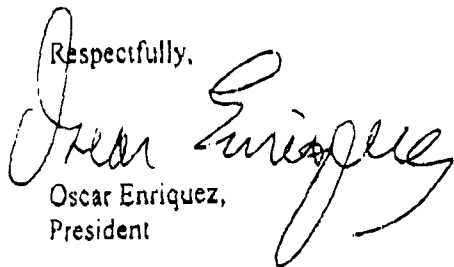
Mr. Canul,

This letter serves to document the construction time delay on the North San Juan Park that are a result of "unforeseeable causes beyond our control and without fault or negligence" from our behalf. The following time line listed below documents the number of days this project has been delayed due to waiting for response or action by the City of San Juan.

Requested Temporary Power	Wed. 05/10/06	
Written Letter to VA Architects	Wed. 05/17/06	
Called SJ City Hall - 1st	Friday 05/19/06	
Called SJ City Hall - 2nd	Mon. 05/29/06	
Called SJ City Hall - 3rd	Mon. 06/12/06	
Temporary Power Connected	Tues. 06/20/06	<u>Delayed 41 days</u>

Our firm is requesting that our contract be extended by an additional 41 days extending our completion date to August 16, 2006. Please review these delays and advise on how to proceed and what further documentation is needed to expedite this request.

Respectfully,


Oscar Enriquez,
President

cc: mm

cc: Eric

OsCorp

Construction & Development, Inc.

3601 N. I Road, Suite A
Pharr, TX 78577
956/782-7700 phone
956/783-1603 fax
956/240-0487 cell
oscorp1@yahoo.com

October 10, 2006

VA ~~Architects~~ Architecture
c/o Tommy Canul
2029 Industrial Dr.
McAllen, TX 78504


Re: Time Extension Request

Dear Mr. Canul:

OsCorp Construction & Development, Inc. respectfully requests a time extension due to inclement weather from previous requests made to date to Friday, October 06th, 2006. As you are aware, the incessant rain caused delays in finishing various aspects of the project. Please allow our contract to reflect this inclement weather and extension of 51 days.

Thank you for your attention to this matter.

Respectfully,


Oscar Enriquez,
President

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):
Construction of Two Restrooms and
One Concession Stand at the North San
Juan Park

PROJECT NUMBER: 01-1004C/Contract #06-
062-03-21
CONTRACT FOR: General Construction
CONTRACT DATE: 4/11/06

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
(Name and address):
Hidalgo County
100 E. Cano
Edinburg, Texas 78539

TO CONTRACTOR:
(Name and address):
Oscorp Construction & Development, Inc.
3601 N I Rd., Ste. A
Pharr, Texas 78577

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

ENTIRE PROJECT

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
ENTIRE PROJECT

Date of Commencement
October 06, 2006

Reynaldo Vargas, Architect, Inc.
dba V-A Architecture
ARCHITECT

 BY A.I.A. DATE OF ISSUANCE 10-6-06

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective:
\$ 2,000.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Oscorp Construction &
Development, Inc.
CONTRACTOR

BY _____ DATE _____

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 PM (time) on November 1, 2006 (date).

Hidalgo County
OWNER

BY _____ DATE _____

ATTEST: _____ BY: _____

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

ALL RESPONSIBILITIES SHALL CEASE FOR THE CONTRACTOR AND COMMENCE FOR THE OWNER ON TUESDAY, NOVEMBER 1, 2006 @ 5:00 PM.

ATTACHMENTS:

1. Punchlist prepared by V-A Architecture dated 10/6/06 (3 pp)
2. List found on a letter from the City of San Juan dated 9/27/06 (1 p)

**CONSTRUCTION OF TWO RESTROOMS AND ONE CONCESSION STAND
FOR
HIDALGO COUNTY PRECINCT 2 NORTH SAN JUAN PARK**

Date: 10/6/06
Prepared by: Tomás René Canul, Project Manager

NOTE: Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

I. CONTRACT CLOSEOUT

- 1.01 **DESCRIPTION** : In anticipation of the completion of construction operations, the contractor shall, in compliance with project specification preparation, coordination, assembly and subsequent transmittal of project documents and records to the Architect for review as on of the prerequisites for certification of substantial completion and final payment.
- 1.02 **PROJECT RECORDS AND DOCUMENT REQUIRED PRIOR TO SUBSTANTIAL COMPLETION** : The required project records and documents for submittal prior to achievement of substantial completion shall include, but not necessarily be limited, to the following list of items (6) copies of each bound in three (6), three ring binders, with the Project name, Owner's name, Architect's name, and Contractor's name.
1. Provide a list of all sub-contractors and the major suppliers of materials for the project including their business address and telephone numbers, and contract person(s) for Warranty work.
 2. Obtain and deliver to Architect, for delivery to Owner, all special tools necessary for maintenance, operation, or monitoring of equipment apparatus.
 3. Obtain and deliver to Architect, all printed information regarding special treatment such as tile, glass, wall coverings, floor coverings, cabinets, countertops, woodwork, plastic/fiberglass/acrylic surfaces, hardware, plumbing fixtures, HVAC filter/equipment, and light fixtures.
 4. Typewritten record of all tests made of materials, equipment and systems. All such records shall state the date tests were conducted, and the names of all persons making and witnessing the tests, and citing unusual conditions relevant to the test. Documented tests shall include, but not be limited to the following:
 - a. HVAC systems flow balancing charts, records and test reports.
 - b. Hot and cold water systems balancing and sterilizing charts, records and test reports including water heaters and element.
 - c. Complete electrical system test charts and reports.
 1. Power circuits
All power outlets
All GFI circuits
All circuit breakers
All equipment connections
All grounding systems
 2. Lighting Circuits
All interior lighting circuits and controls
All exterior lighting circuits and controls
All fixture mounting and connections
All emergency lighting
 3. Appliance and Equipment Circuits

Verify proper voltages
Verify proper operation
Test all equipment and appliances

4. Fire alarm system tests
 5. Communication system tests
 6. Doors, Hardware and Weather-stripping/operation test reports.
5. Manufacturer's printed instruction manuals describing operating, servicing, maintenance and repair of each item of equipment and apparatus, including a complete description of each item with all ratings, capacities, and characteristics along with full detailed parts lists including all numbered parts of each item.
6. Written documentation indicating that the Owner has received all of the prescribed sessions of in-service training associated with systems, materials, equipment, maintenance, and procedures, including, but not limited to the following:
- a. Plumbing Systems
 - b. Heating, Ventilating and Air Conditioning Systems
 - c. Electrical Systems
 1. Power
 2. Lighting
 3. Fire Alarm
 4. Communication
7. Keys and key identification and written certification that all locks have been changed immediately prior to transmitting keys. All keys shall be transmitted to Owner at Substantial Completion. Owner shall disperse key(s) to Contractor to complete punch list.
8. Warranties, Bonds, Guarantees, and Certifications.
- a. General Contractor's 1 year Warranty
 - b. Termite Protection 5 year Guarantee
 - c. Roofing Contractor's 10 year Guarantee
 - d. Door Manufacturer's Guarantee(s)
 - e. Hardware Manufacturer's Guarantee(s)
 - f. Plumbing Contractor's Guarantee(s)
 1. General Guarantee
 2. Water Heater Guarantee(s)
 3. Fixtures and trim Guarantee(s)
 4. Special Equipment Guarantee(s)
 - g. HVAC Contractor's Guarantee(s)
 1. General Guarantee
 - h. Electrical Contractor's Guarantee(s)
 1. General Guarantee
 2. Panel and Equipment Guarantees
 3. Lighting Fixtures and Equipment Guarantee(s)
 4. Special Equipment Guarantee(s)
 - i. Hollow Metal Guarantee(s)
 - j. Toilet Partitions Guarantee
 - k. Specialties guarantee(s)
 - l. Kitchen Equipment, etc. Guarantee(s)
9. Record Drawings and Specifications
10. Documents required by the General and Supplementary General conditions.

11. Fire Chief/Marshall's inspection certificate
12. Occupancy Permit
13. Labels from all labeled doors, frames, assemblies, etc.
14. Contractor's "punch list" of items to be completed
15. Include Table of Contents with tabbed, rigid dividers between sections. Three ring binders shall be white with clear plastic cover to receive front and side title information.
16. Such materials shall be included, by General Contractor, in a section entitled "MAINTENANCE".
17. Such test data shall be included within the 3-ring binder and within a section entitled "TEST DATA".
18. Such instruction manuals shall be included in the 3-ring binder and shall be entitled "MANUALS".
19. Such documentation shall be included within the 3-ring binder and within a section entitled "IN-SERVICE TRAINING".
20. Such key identification and documentation shall be included within the 3-ring binder and in a section entitled "KEYS".
21. Such warranties, Bonds, Guarantees and Certifications shall be included within separate sections within the 3-ring binder and shall be entitled "BONDS", "CERTIFICATES", "GUARANTEES".
22. Drawings shall be reduced to an 11" high height with width folded-in.
23. Sections shall each be tabbed and entitled with rigid dividers.

All above information is to be transmitted to Architect at one time prior to requesting substantial completion inspection.

1.03 PROJECT RECORDS AND DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT

The following project records and documents for submittal prior to final payment shall include, but not necessarily be limited to, the following list of items (6 copies of each):

1. General Contractor's written certification that all punch list items have been completed.
2. Certification of Contractor's affidavit of payment of debts and claims, AIA G706A.
3. Certification of Contractor's affidavit of release of Liens, AIA G706A.
4. Certificate of consent of surety company to final payment, AIA G707.
5. Documents required by the General and Supplementary General conditions.
6. Documents required by the General and Supplementary General Conditions.
7. Contractor's request for final payment.
8. Resolution of all allowances.

CLEANING UP: Leave all area in clean condition; remove from site all waste material, lumber, debris, etc. Glass windows to be thoroughly cleaned and washed, replace all broken glass.

II. INTERIOR AND EXTERIOR:

1. Clean CMU walls and downspouts.
2. Remove mortar fins from CMU walls at pipe chases.
3. Remove excess border from concrete floors.
4. Remove miscellaneous debris from perimeter of building.
5. Remove job sign and portable restroom.
6. Seal all wall penetrations.
7. Seal edges of plywood soffit ceilings and light fixture penetrations.
8. Complete installation of door weather strip kits and drip caps at exterior doors.
9. Ensure exterior door thresholds are properly install.
10. Adjust yard clean out to be flush with finished grade and provide concrete collars.
11. Correct concrete sidewalk at storage room building (G2).
12. Please see items on attached letter from the City of San Juan dated 9/27/06.



Mayor: San Juanita Sanchez
Mayor Pro-Tem: Eddie Rodriguez
Commissioners: Pedro Contreras
Bobby Rodriguez
Claudia R. Gonzalez

September 27, 2006

County of Hidalgo Precinct #2
100 E. Cano
Edinburg, TX 78539

Re: Nolana Park, 601 E. Earling

The following items have not been completed:

1. Sidewalks around the buildings ✓
2. The water gate valve boxes are missing covers
3. The cover caps for the sewer line cleanouts are of the wrong type. ✓
4. The floor drains in the building/restrooms have not been leveled out. ✓
5. The fire hydrant gate valves shall be exposed.
6. The plumbing pipes on the walls for fixtures are not properly sealed. ✓
7. GFCI protection shall be provided in the janitor rooms. --
8. The panel boxes on the buildings are not properly labeled. -
9. The meter boxes for the buildings shall have a Main Disconnect within sight. --
10. The light poles in the parking area(s) have electrical connections that are not properly installed.
11. The bollards/barriers shall be installed in the where the light transformer is located.
12. All construction debris, materials, and machinery shall be removed from the site.
13. The pile of dirt in the front shall be leveled.
14. Shall comply with all Fire Department requirements.

If you should require additional information or have questions regarding these comments please contact Tony Jaramillo, Chief Building Inspector.

Thank you,


Tony Jaramillo
Chief Building Inspector

*9:00am
NSJ Park
Tommy/Oscam*

AI-935

15.C.2.

"Installation of 36-Inch Reinforced Concrete Pipe & Miscellaneous Items for Mccoll Road"

CC REGULAR

Date: 10/31/2006
Submitted By: Veronica Gutierrez, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Agenda Item

CAPTION

Recommending award of Bid and approval of Contract to lowest bidder meeting all requirements and specifications for "Installation of 36-Inch Reinforced Concrete Pipe & Miscellaneous Items for Mccoll Road".

BACKGROUND

Project Engineer: R. Gutierrez Engineering

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 61202431001220060540

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [Tabulation Sheet](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/27/2006 11:07 AM	APRV
2	Budget & Management	Dina Trevino	10/27/2006 04:31 PM	APRV
3	Dale Kennan	Dale Kennan	10/27/2006 04:48 PM	APRV
4	Auditor's Office	Angelica Tapia	10/30/2006 08:34 AM	NEW-R
5	Linda Fong	Linda Fong	10/30/2006 09:04 AM	RTRN
6	Agenda Coordinator			

Form Started By: Veronica Gutierrez

Started On: 10/27/2006 09:24 AM

Final Approval Date:

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2

BID OPENING DATE: OCTOBER 18, 2006

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "INSTALLATION OF 36-INCH REINFORCED CONCRETE PIPE & MISCELLANEOUS ITEMS FOR MCCOLL ROAD"

BID NO:06-368-10-18-VGG

BUYER: VERONICA G. GOMEZ

BID # RFB#	NAME OF COMPANY	TOTAL
#1	McAllen Construction	\$342,602.00 Bid Bond was included
#2	Summit Contracting	\$375,107.00 Bid Bond was included
#3		
#4		
#5		
#6		
#7		
#8		

AI-859
Supplemental Agreement
CC REGULAR

15.D.1.

Date: 10/31/2006
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Agenda Item

CAPTION

Requesting approval of a "Supplemental Agreement #1 to Work Authorization No. 1" with Dannenbaum Enviromental Corporation to reflect the increased cost by \$21,473.36 for a revised total of \$54,884.96.

BACKGROUND

Continuation of the Landfill Project

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 6-1334-432-00-123-022-0-334

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$0.00 Current available balance (Transfer pending AI-858)

Attachments

Link: [Supplemental Agreement](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 09:50 AM	APRV
2	Budget & Management	Dina Trevino	10/26/2006 01:30 PM	APRV
3	Dale Kennan	Dale Kennan	10/26/2006 04:06 PM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 01:54 PM	APRV
5	Arcy Duran	Arcilia Duran	10/27/2006 04:55 PM	APRV
6	Elizabeth Cano	Elizabeth Cano	10/27/2006 04:32 PM	NEW
7	Linda Fong			
8	Agenda Coordinator			

Form Started By: Mary Maldonado

Started On: 10/25/2006 10:08 AM

Final Approval Date:

DANNENBAUM ENVIRONMENTAL CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

October 18, 2006

Mr. Joe M. Flores, Commissioner
Hidalgo County Precinct 3
724 North Breyfogle
Mission, Texas 78574

RE: Hidalgo County Landfill Project: Work Authorization No. 1 to the Main Contract for the Continuation of the Landfill Project (Assistance to the Legal Team)

Dear Mr. Flores,

Dannenbaum Engineering has been providing assistance to the Legal Team to obtain approval from the Texas Railroad Commission for the Eyhorn Subdivisions #1 and #2 as per contractual agreement under Work Authorization No. 1 to the Main Contract for the Continuation of the Landfill Project.

Respectively, when our contract for these services was negotiated and executed, we did not anticipate the additional effort we have spent on the preparation of responses to interrogatives and testimonials at hearings. Also, as directed by your legal counsel, Dannenbaum spent additional time and effort on the modification of the subdivision plats for Eyhorn Subdivisions No. 1 and No. 2 to accommodate Shell's requests. Additionally, at the request of Hidalgo County, Dannenbaum was asked to obtain the services of Hollis Rutledge and Associates, Inc. to provide assistance to the Legal Team. Their cost is included in our cost proposal.

With all due respect, we have developed a cost proposal for the additional services we have provided to assist your Legal Team. Please review our cost proposal and request for approval of Supplemental Agreement No. 1 to Work Authorization No. 1 under the Main Contract for the Continuation of the Landfill Project. Upon approval, please sign both copies and return one original signature copy to our office for our files.

If you have any questions or comments, please feel free to contact me at (956)682-3677 or (832)771-4904.

Thank you,



Louis H. Jones, P.E.
Principal

Attachments

cc: Jose Muniz, Project Coordinator

THE STATE OF TEXAS §
 COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO. 1 TO WORK AUTHORIZATION NO. 1
 TO MAIN AGREEMENT FOR THE CONTINUATION OF THE LANDFILL PROJECT
 IN PRECINCT NO. 3, HIDALGO COUNTY, TEXAS**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through it's **BOARD OF DIRECTORS**, hereinafter called the **COUNTY** and **DANNENBAUM ENVIRONMENTAL CORPORATION**, a subsidiary of **DANNENBAUM ENGINEERING CORPORATION**, professional engineers of McAllen, Texas, hereinafter called the **ENGINEER**.

WITNESSETH

WHEREAS, the **COUNTY** and the **ENGINEER** executed the Agreement on the 23th day of May, 2006, and Work Authorization No. 1 on the 3rd day of July, 2006, concerning engineering and related services for engineering support services to assist the Legal Team in obtaining approval from the Texas Railroad Commission at the Texas Railroad Commission Hearing(s) in Austin, Texas for the Eyhorn Subdivisions No. 1 and No. 2 for a landfill project in Hidalgo County, Texas (hereinafter referred to as the "Project"); and,

WHEREAS, Article 2 of the Agreement, Scope of Work and Part I of Work Authorization No. 1, Scope of Work establishes the Scope of Work for Work Authorization No. 1 and,

WHEREAS, it has become necessary to amend the contract to provide additional engineering support services to assist the Legal Team in obtaining approval from the Texas Railroad Commission at the Texas Railroad Commission Hearing(s) in Austin, Texas for the Eyhorn Subdivisions No. 1 and No. 2 under the Scope of Work in Work Authorization No. 1.

NOW, THEREFORE, premises considered, the **COUNTY** and **ENGINEER** agree that said Work Authorization No. 1 of the Agreement is amended as follows:

*Hidalgo County / Dannenbaum Environmental Corporation
 Supplemental Agreement No. 1 to Work Authorization No. 1 for the
 "Continuation of the Countywide Landfill Project"*

I. Part 1 of Work Authorization No. 1; Scope of Work is revised to provide additional engineering support services to assist the Legal Team in obtaining approval from the Texas Railroad Commission at the Texas Railroad Commission Hearing(s) in Austin, Texas for the Eyhorn Subdivisions No. 1 and No. 2 under the Scope of Work in Work Authorization No. 1.

II. Part 2 of Work Authorization No. 1; Estimated Cost is to be paid as a lump sum based on Contract Rates established in Exhibit "D" of the Agreement, which shall be increased by \$21,473.26 to a revised total of \$54,884.96.

IN WITNESS WHEREOF, the ENGINEER and the COUNTY have caused this Supplemental Agreement No. 1 to Work Authorization No. 1 of the Agreement to be effective as of the 18th day of October, 2006.

**ENGINEER:
DANNENBAUM ENGINEERING CORPORATION**

BY: _____
Louis H. Jones, Jr., P.E., Principal

**OWNER:
HIDALGO COUNTY**

BY: _____
Ramon Garcia, Hidalgo County Judge

ATTACHMENTS:

- **Exhibit "D" Estimated Cost Proposal**

*Hidalgo County / Dannenbaum Environmental Corporation
Supplemental Agreement No. 1 to Work Authorization No. 1 for the
"Continuation of the Countywide Landfill Project"*

Prepared by: _____
 Reviewed by: _____
 Checked by: _____

ATTACHMENT "D"
SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 1 (PH 2F)
ENGINEERING FEE BUDGET ESTIMATE
CONTINUATION OF HDALGO COUNTYWIDE LANDFILL PROJECT - PRECINCT #3
LEGAL SERVICES FOR RAILROAD COMMISSION HEARING IN AUSTIN, TEXAS

DANNENBAUM ENVIRONMENTAL CORPORATION
 Project No.: 4252-51
 Client: Hidalgo County
 Project Title: Legal Services - Railroad Commission Hearing

DEC TASK CODE	DESCRIPTION OF WORK TASK	MANHOURS PER TASK BY CLASSIFICATION (FULLY LOADED RATES)										TOTAL MHS PER TASK	TOTAL FEE PER TASK	
		PRINCIPAL	PROJ MGR	SENIOR ENGR V	STRUCTURAL ENGR	PROJECT ENGR III/IV	DESIGN TECH III	CONST REP	QA/QC REVIEW	SECY				
	ADDITIONAL SERVICES PERTAINING TO LEGAL ASSISTANCE - RAILROAD COMMISSION HEARING IN AUSTIN, TEXAS	4										2		2,064.42
	PREPARATION OF RESPONSE TO INTERROGATORIES													
	TESTIMONIALS AT HEARINGS * Rocky Saunders, P.E. * Luis Jerez, P.E.	18	16									4		3,888.24
	MODIFY SUBVISION PLATS FOR EYBORN SUBVISIONS NO. 1 & 2 TO ACCOMMODATE SHELL	4												
	HOURS SUB-TOTALS	24	20	0	0	0	40	0	0	0	0	0	0	15,833.28
	TOTAL LABOR COSTS	7,200.00	3,800.00				4,400.00					433.28		15,833.28
	TOTAL	28.7%	22.2%	0.0%	0.0%	0.4%	14.6%	0.0%	0.0%	0.0%	0.0%	6.7%		100.0%

ENGINEERING	
DIRECT LABOR COSTS:	\$ 15,833.28
TOTAL ENGINEERING LABOR	15,833.28
DIRECT EXPENSES	840.00
SUBCONSULTANT FEES	
(HOLLIS RUTLEDGE & ASSOCIATES, INC.)	5,000.00
TOTAL ENGINEERING	21,473.28

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
SETS			
SETS	1.50		
SETS	6.00		
SETS	10.00		
SETS	0.05		
SETS	0.75		
SETS	20.00		
PAGES	1,810.000		
LUMP SUM		590.00	
	2	275.000	
	2	100.000	
	1	80.000	
			\$ 840.00

Assumptions:
 1) Texas Railroad Commission approves Eybourn Subdivision Plats by August.

AI-861
Hinojosa Engineering
CC REGULAR

15.D.2.

Date: 10/31/2006
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Agenda Item

CAPTION

Acceptance and approval of Invoice # 06-218 dated 10/11/06 in the amount of \$20,490.35 as submitted by Hinojosa Engineering, Inc. in connection with engineering services for the Taylor Road overlay from 3 Mile Line to 5 Mile Line with authority for Auditor to issue paymet.

BACKGROUND

PO # 567365

Revenue & Expenditures

FISCAL YEAR: ACCT. #: 6-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
PO 567365 has \$27,320.47 available.

Attachments

Link: [Invoice Hinojosa Eng.](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 09:51 AM	APRV
2	Budget & Management	Dina Trevino	10/26/2006 01:31 PM	APRV
3	Dale Kennan	Dale Kennan	10/26/2006 03:54 PM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 10:54 AM	APRV
5	Arcy Duran	Arcilia Duran	10/27/2006 04:55 PM	APRV
6	Agenda Coordinator	Monica Badillo	10/27/2006 05:00 PM	APRV

Form Started By: Mary Maldonado
Started On: 10/25/2006 10:43 AM
Final Approval Date: 10/27/2006

94367
567365

HINOJOSA ENGINEERING, INC.

Structural Engineering – Civil Engineering
Land Surveying

108 W. 18th Street Mission, Texas 78572
(956) 581-0143 Office (956) 581-2074 Fax

INVOICE # 06-218
October 11, 2006

CLIENT: Hidalgo County Pct. 3 724 N. Breyfogle Mission, Texas 78572	PROJECT # 06-218 Project: Hidalgo County Pct. 3 – Taylor Road Overlay from 3 Mile Line to 5 Mile Line.
Attn.: Commissioner Joe Flores	

FOR PROFESSIONAL SERVICES PERFORMED

SCOPE OF WORK:

1) Overlay Existing Asphalt Road and Widen to 24 ft. Rural Section.

COST BREAKDOWN

A. Engineering Fee Contract Amount (As per P.O. #567365)	\$27,320.47
B. Total Earned to Date 75% of Contract Amount	\$20,490.35
C. Total Due this Invoice	\$20,490.35

Please make check payable to **HINOJOSA ENGINEERING, INC.** in the amount of **\$20,490.35**

Notes:

AMOUNT RECEIVED BY: _____ ON 10/16/06

GOODS/SERVICES RECEIVED BY: Commissioner Flores ON 10/13/06

6-1203-431-00-1003-005-0-731

AI-922

15.D.3.

**Recommending of bid award to sole bidder
CC REGULAR**

Date: 10/31/2006
Submitted By: Juan Tapia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Agenda Item

CAPTION

Recommending of bid award and approval of contract (subject to legal review) to sole bidder meeting all specifications as attached hereto for: **"Hauling Services of Crushed Caliche"** RFB (6-270)

BACKGROUND

Bid Form
Specifications
Service DRAFT Contract

Revenue & Expenditures

FISCAL YEAR: 2006
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:
Available balance -> 35500.00

ACCT. #: 6-1203-431-00-123-005-0-346
MATCHING FUNDS Y/N?:

FISCAL YEAR: 2006
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:

ACCT. #: 6-1203-431-00-123-005-0-731
MATCHING FUNDS Y/N?:

Attachments

Link: [Recommending to bid award to sole bidder](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 10:34 AM	APRV
2	Budget & Management	Dina Trevino	10/27/2006 10:33 AM	APRV
3	Dale Kennan	Dale Kennan	10/27/2006 11:56 AM	APRV
4	Auditor's Office	Angelica Tapia	10/27/2006 05:14 PM	PEND
5	Linda Fong	Linda Fong	10/27/2006 05:19 PM	RTRN
6	Dina Trevino			
7	Agenda Coordinator			

Form Started By: Juan Tapia

Started On: 10/25/2006 04:56 PM

Final Approval Date:

EXHIBIT "B"

BID FORM

HIDALGO COUNTY PRECINCT 3 "HAULING SERVICES OF CRUSHED CALICHE" BID NO: 06-270-10-25-jmt

Part I. AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS.

SAMPLE:		\$ 3.00	25%	.75
Location of Plant/ Road Materials	Total Cost Per Ton:	Fuel Costs Percentage Per Ton:	Current / Base Fuel Cost	
Valley Caliche - Beck Pit				
FM 1924 and Iowa Rd. Mission, Texas				
Crushed Caliche	\$ 4.75	% 75%	\$ 3.56	

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 3

At the time of bid opening South Texas were to experiencing high fuel prices. Therefore, Hidalgo County Precinct No. 3 is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for October 18, 2006. For each 10% (increase or decrease) in the OPIS Index of October 18, 2006 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: \$ 1.00=\$1.10 and \$ 1.10=\$1.21; a 10% decrease is reflected as follows: \$1.00=\$0.90 and \$1.10=\$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 3 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 3 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.

BIDDER/COMPANY NAME :

ROY'S HAULING SERVICE, INC.

ADDRESS:

P.O. BOX 1896

CITY/STATE/ZIP CODE:

EDINBURG, TEXAS 78540

PHONE AND FAX No:

PH(956)383-2206 FAX(956)383-2569

AUTHORIZED SIGNATURE:

PRINTED NAME:

ROY BALDERAS JR.

TITLE:

VICE-PRESIDENT

EXHIBIT "E"

VEHICLE IDENTIFICATION LIST

HIDALGO COUNTY PRECINCT 3
"HAULING SERVICES OF CRUSHED CALICHE"
BID No.: 06-270-10-25-jmt
Bid Opening Date: October 25, 2006 at 9:30 AM

HIDALGO COUNTY PRECINCT NO. 3 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONNAGE 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 use a second sheet as provided.

YEAR MAKE and MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
2000 INTL.	2HSFTAEROYCO37950	2EP 530	20 - 24	OWNED
2000 INTL.	2HSFTAER9YCO37946	2EP 534	20 - 24	OWNED
1998 INTL.	2HSFHAER3WCO44857	2CC 289	20 - 24	OWNED
2001 STERLING	2FWJA3AV71AH86157	2CC 802	20 - 24	OWNED
2001 STERLING	2FWJA3AV21AH88205	2CC 803	20 - 24	OWNED
1999 MACK	1M1AA12Y9XW111180	2CN 504	20 - 24	OWNED

Bid
for
THE COUNTY OF HIDALGO - PRECINCT 3
"Hauling Services of Crushed Caliche"
Bid No.: 06-270-10-25-jmt
Bid Opening Date: October 25, 2006 at 9:30 AM

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: ROY'S HAULING SERVICE, INC.

Address: P.O. BOX 1896

EDINBURG, TEXAS 78540

By: 

Printed Name: ROY BALDERAS JR.

Title: VICE-PRESIDENT

9:35 A

OCT 25 2006



EXHIBIT "A"

HIDALGO COUNTY - PRECINCT # 3
"HAULING SERVICES OF CRUSHED CALICHE"
BID NO: 06-270-10-25-jmt
Bid Opening Date: October 25, 2006 at 9:30 AM

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS AND CONDITIONS

SCOPE OF SERVICES:

1. The requirements services contract will encompass all project-related hauling crushed caliche for the County of Hidalgo Precinct 3 including, but not limited to, the following:
2. Hauling services will be on an **as needed basis only**.
3. Crushed caliche will be hauled from awarded vendor **a) - Valley Caliche** contract number
4. C-04-086B-06-15 at pit location as follows:
 - a.) BECK PIT: Address: FM 1924 and Iowa Rd. Mission, Texas
4. Bid price must be on a **per ton basis**.
5. Hidalgo County reserves the right to award the 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.
6. The contract will be in effect for a period of (1) one year from bid award date with the County's option to extend for an additional year under the same terms and conditions. Prices must remain firm during the contract period.
7. Hidalgo County-Precinct No.3 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.
8. Hauling of crushed caliche will be done by Precinct # 3 forces along with awarded vendor, when required.
9. Hidalgo County - Precinct No. 3- Requires a minimum of **6 hauling trailers** that will be **available** on daily basis for this bid project to please note the make, year, model and capacity of your hauling trucks on attached **Exhibit "D"**.

EXHIBIT "A"

Cont....

HIDALGO COUNTY - PRECINCT # 3
"HAULING SERVICES OF CRUSHED CALICHE"
BID NO: 06-270-10-25-jmt
Bid Opening Date: October 25, 2006 at 9:30 AM

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS AND CONDITIONS

10. Hidalgo County - Precinct No. 3 - Requires the minimum of five (4) vendor owned trucks (proof of ownership (title) shall be furnished with bid) to be available on a daily basis.
11. The Bidder awarded the contract shall not engage the services of a subcontract 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 (See Exhibit "C").
12. **Insurance (requirements) certificates** must be submitted to Precinct 3 with copies to the Purchasing Department for approval prior to any services being performed which is applicable to both the awarded bidder and the subcontractor in accordance to **Exhibit "C" attached.**
13. **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.**

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.

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-06-00-00-00**

THIS CONTRACT is made and entered into this ____ day of _____, 2006 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____, Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for _____ (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for Project as listed on specification . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioner** or his 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 beginning _____, 2006, and ending on _____, and may be extended at the sole discretion of County for an additional ninety(90) days, 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 in 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**

If to Company:

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. 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 perform able in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2006.

COUNTY OF HIDALGO

By: Ramon Garcia, County Judge

ATTEST:

J. D. Salinas, III, County Clerk

COMPANY:

By:

Printed Name:

Title:

AI-917

15.E.1.

**Pct. 4-SOQ's-Development of Drainage Improv at Tamarron Estates
CC REGULAR**

Date: 10/31/2006
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Agenda Item

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) '... a Professional Service' with QUINTANILLA, HEADLEY & ASSOCIATES for the "DEVELOPMENT OF DRAINAGE IMPROVEMENTS AT TAMARRON ESTATES" for HIDALGO COUNTY PRECINCT No.4

B. Requesting authority to negotiate a "Professional Engineering Service Contract" with the No.1 Ranked firm: QUINTANILLA, HEADLEY & ASSOCIATES for "DEVELOPMENT OF DRAINAGE IMPROVEMENTS AT TAMARRON ESTATES" for HIDALGO COUNTY PRECINCT No.4

BACKGROUND

**SEE SOQ'S GRID
SEE RECOMMENDATION FROM PCT. 4**

Revenue & Expenditures

Attachments

Link: [Pct. 4-SOQ's-Development of Drainage Improv at Tamarron Estates](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 12:57 PM	APRV
2	Budget & Management	Dina Trevino	10/27/2006 10:21 AM	APRV
3	Sergio Cruz	Sergio Cruz	10/27/2006 10:44 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 10:57 AM	APRV
5	Arcy Duran	Arcilia Duran	10/27/2006 01:55 PM	APRV
6	Elizabeth Cano			NEW
7	Agenda Coordinator			

Form Started By: Letty Saenz

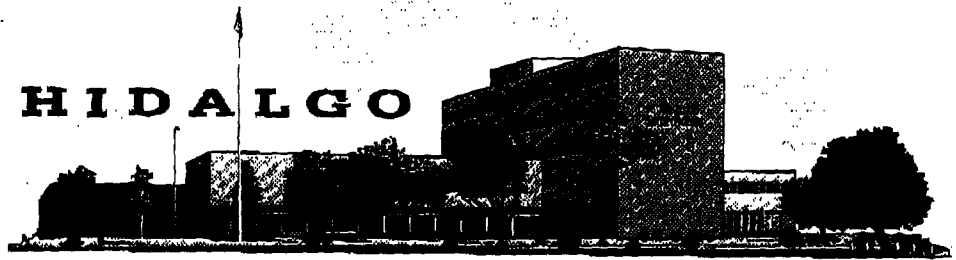
Started On: 10/25/2006 04:39 PM

Final Approval Date:

COUNTY of HIDALGO

OSCAR L. GARZA, JR.

1102 N. DOOLITTLE RD.
EDINBURG, TEXAS 78541
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

October 25, 2006

Mrs. Leticia H. Saenz, CPPB Buyer II
Hidalgo County Purchasing Department
100 East Cano Street, 4TH Floor
Edinburg, Texas 78539

Dear Leticia:

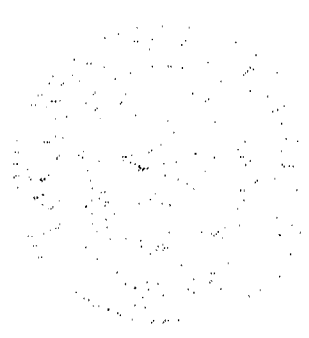
Be advised that we have reviewed and evaluated the statements of qualifications of the three engineering firms, which we requested. We have concluded that the firm of **Quintanilla, Headley & Associates** is the best suitable for development of drainage improvements at Tamarron Estates. Please prepare item for presentation at the next Commissioners' Court meeting.

Should you have any questions or require additional information please feel free to contact me at (956) 383-3112.

Sincerely,

A handwritten signature in cursive script that reads "Gloria A. Beltran".

Gloria A. Beltran, Executive Assistant
Hidalgo County Precinct 4



HIDALGO COUNTY PRECINCT NO. 4

PROFESSIONAL ENGINEERING SERVICES
FOR
"DEVELOPMENT OF DRAINAGE IMPROVEMENTS
AT TAMARRON ESTATES"

GRID

TOTAL SCORES & RANKING	QUINTANILLA, HEADLEY & ASSOCIATES	MILLENIUM ENGINEERS GROUP, INC.	FLORES ENGINEERS
TOTALS	96	92	90
* SCORING COMPLETED BY - JUAN M. CARRANZA, CHIEF ADMINISTRATOR			
TOTAL SCORES & RANKING	QUINTANILLA, HEADLEY & ASSOCIATES	MILLENIUM ENGINEERS GROUP, INC.	FLORES ENGINEERS
TOTALS	95	92	90
* SCORING COMPLETED BY - ROBERT ANDRADE, ASSISTANT FIELD OPERATIONS DIRECTOR			

TOTAL AVERAGE SCORES AND RANKING

TOTAL SCORES & RANKING	QUINTANILLA, HEADLEY & ASSOCIATES	MILLENIUM ENGINEERS GROUP, INC.	FLORES ENGINEERS
TOTALS	95.5	92	90
RANKING			
* SCORING COMPLETED BY DEPARTMENT - STAFF (SEE ABOVE) ** RANKING COMPLETED BY COMMISSIONER'S COURT			

AI-898

15.F.1.

**K-Mart Property Renovation -Invoice from ROFA Architects, Inc.
CC REGULAR**

Date: 10/31/2006
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

Acceptance and approval of Invoice # 25004.04 in the amount of \$7,711.00 as submitted by Rike Ogden Figueroa Allex Architect, Inc. contracted architect for the: " Construction of Offices at the property, fka, the Kmart Building.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: ACCT. #: 6-1301-415-00-120-007-0-720

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

BUDGETARY IMPACT:

PO Increase needed on PO 562445. Available in PO -> 674.52. Available Balance in account -> 386453.70

Attachments

Link: [ROFA Invoice](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 09:58 AM	APRV
2	Budget & Management	Dina Trevino	10/27/2006 10:13 AM	APRV
3	Dale Kennan	Dale Kennan	10/27/2006 11:20 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 01:54 PM	APRV
5	Arcy Duran	Arcilia Duran	10/27/2006 01:57 PM	APRV
6	Janie Lozano	Janie Lozano	10/27/2006 02:29 PM	APRV
7	Arcy Duran	Arcilia Duran	10/27/2006 04:49 PM	APRV
8	Agenda Coordinator	Monica Badillo	10/27/2006 04:50 PM	APRV

Form Started By: Mary Maldonado **Started On:** 10/25/2006 03:27 PM

Final Approval Date: 10/27/2006



10/24/2006
 INVOICE NO. 25004.04
 Hidalgo County

Hidalgo County offices at the property formerly known as the Old K-Mart building
 Project No. 25004

- Bid construction price is \$ 3,250,000
 80% of A/E fee is \$ 156,000
 Negotiated construction contract is \$ 2,803,592
 20% of A/E fee is \$ 33,643

phase	percent of fee	fee	percent complete	A/E fee due	less previous A/E fee payments =	balance due
Program & Schematic Design	15%	\$ 23,400	100%	\$ 29,250	- \$ 29,250 = \$	-
Design Development	20%	\$ 31,200	100%	\$ 39,000	- \$ 39,000 = \$	-
Construction Documents	40%	\$ 62,400	100%	\$ 78,000	- \$ 78,000 = \$	-
Bidding	5%	\$ 7,800	100%	\$ 9,750	- \$ 9,750 = \$	-
Construction	20%	\$ 33,643	28.20%	\$ 9,487	- \$ 1,776 = \$	7,711
Basic A/E Services Total	100%	\$ 158,443	85.64%	\$ 165,487	- \$ 157,776 = \$	7,711

Reimbursable Expenses

Printing contract documents - five owners' sets no charge \$ - - \$ - = \$ -
 Printing contract documents (72 sets) \$ 4,070 - \$ 4,070 = \$ (0)
 Texas Department of Licensing and Regulation \$ 1,227 - \$ 1,226 = \$ 1

Reimbursable Expenses Total

\$ 5,296 - \$ 5,296 = \$ 0

Total

\$ 170,783 - \$ 163,072 = \$ 7,711

Architectural/ Engineering fee balance due

\$ 7,711

GOOD SERVICES RECEIVED BY:

AC ON 10-25-06

INVOICE RECEIVED BY:

BG ON 10-25-06

6-1301-415-00-120-007-0-720

\$ 7,711.00

α

AI-902

15.F.2.

**New Adult Probation Bldg. - Invoice from ROFA Architects, Inc.
CC REGULAR**

Date: 10/31/2006

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

Acceptance and approval of Invoice #24032PMT08 in the amount of \$2,660.44 as submitted by Rike Ogden Figueroa Allex Architects, Inc. contracted architect for the New Adult Probation Offices.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1301-423-20-320-017-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$37,672.75 Available Balance in P.O. # 556501 as of 10/27/06

Attachments

Link: [ROFA Invoice-Adult Probation](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 09:59 AM	APRV
2	Budget & Management	Dina Trevino	10/27/2006 10:15 AM	APRV
3	Sergio Cruz	Sergio Cruz	10/27/2006 10:36 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 10:43 AM	APRV
5	Arcy Duran	Arcilia Duran	10/27/2006 04:56 PM	APRV
6	Agenda Coordinator	Monica Badillo	10/27/2006 05:00 PM	APRV

Form Started By: Mary Maldonado

Started On: 10/25/2006 03:52 PM

Final Approval Date: 10/27/2006



10/24/2006

INVOICE 24032PMT08

Hidalgo County

New Adult Probation Offices

Project No. 24032

General construction contract

equals \$ 2,996,000.00

phase	percent of fee	percent complete	A/E fee due	-	less previous INVOICES	=	balance due
Program & Schematic Design	15%	100%	\$ 26,964.00	-	\$ 26,964.00	=	\$ -
Design Development	20%	100%	\$ 35,952.00	-	\$ 35,952.00	=	\$ -
Construction Documents	40%	100%	\$ 71,904.00	-	\$ 71,904.00	=	\$ -
Bidding	5%	100%	\$ 8,988.00	-	\$ 8,988.00	=	\$ -
Construction	20%	79.2%	\$ 28,473.98	-	\$ 25,813.54	=	\$ 2,660.44
Basic A/E Services Total			\$ 172,281.98	-	\$ 169,621.54	=	\$ 2,660.44
Reimbursable Expenses							
Printing contract documents			\$ 5,355.60	-	\$ 5,355.60	=	\$ -
Raba-Kistner			\$ 2,400.00	-	\$ 2,400.00	=	\$ -
Texas Department of Licensing and Regulation			\$ 1,115.00	-	\$ 1,115.00	=	\$ -
Reimbursable Expenses Total			\$ 8,870.60	-	\$ 8,870.60	=	\$ -
Total			\$ 181,152.58	-	\$ 178,492.14	=	\$ 2,660.44

Architectural/ Engineering fee balance due = \$ 2,660.44

GOOD SERVICES RECEIVED BY:

EC ON 10-25-06

INVOICE RECEIVED BY:

BG ON 10-25-06

6-1301-423-20-320-017-0-720

\$ 2,660.44

X

AI-848

15.G.1.

"Disposition of Shoup Lever Voting Machines"

CC REGULAR

Date: 10/31/2006

Submitted By: Veronica Gutierrez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Elections

Agenda Item

CAPTION

Presentation for discussion, consideration and action to salvage the Shoup Lever Voting Machines through the following options:

A. Option I - through Hidalgo County's awarded vendor, Mesquite Metal Holdings, for the "Removal and Sale of Scrap Metal"; **or, in the alternatives,**

B. Option II - award the current "bid" received from Robert's Salvage Center in the amount of \$2,000.00 for all 500 machines which **does not include transport expenses;**

C. Option III - authority to reject the sole bid received for "Disposition of Shoup Lever Voting Machines".

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Option Grid](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 09:46 AM	APRV
2	Budget & Management	Dina Trevino	10/26/2006 01:18 PM	APRV
3	Dale Kennan	Dale Kennan	10/26/2006 02:19 PM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 10:20 AM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 11:42 AM	APRV

Form Started By: Veronica Gutierrez

Started On: 10/24/2006 02:14 PM

Final Approval Date: 10/27/2006

Hidalgo County Election's Office
"Disposition of Shoup Lever Voting Machines"
Bid No. 06-221-09-27-VGG

Hidalgo County has approximately 500 Voting Machines
500 (Machines) x 900 (lbs) each= 450,000 lbs

450,000= 22.5 Tons (Approximately)

Hidalgo County's current contract for "Removal and Sale of Scrap Metal"
pays \$50.00 ton

Option I

(Disposing through contracted vendor which includes hauling by vendor)

22.5 (tons) x \$50.00= \$1,125.00 Total

\$1,125.00/500 (Machines)= \$2.25 each

Option II

(Bid received for \$2000.00 for all machines, but Hidalgo County would transport them to vendor location)

\$2,000.00/500 (Machines)= \$4.00 each – leaving Hidalgo County to pay for all transporting fees.

AI-845

15.H.1.

**Real Estate Standing Item
CC REGULAR**

Date: 10/31/2006
Submitted By: Neilda Cavazos, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Co. Wide

Agenda Item

CAPTION

Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contractors (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge to execute necessary/required document(s).

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 09:40 AM	APRV
2	Budget & Management	Dina Trevino	10/26/2006 10:08 AM	APRV
3	Dale Kennan	Dale Kennan	10/26/2006 10:26 AM	APRV
4	Auditor's Office	Linda Fong	10/26/2006 01:25 PM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 09:23 AM	APRV

Form Started By: Neilda Cavazos

Started On: 10/24/2006 01:48 PM

Final Approval Date: 10/27/2006

AI-846
Standing Item
CC REGULAR

15.H.2.

Date: 10/31/2006
Submitted By: Neilda Cavazos, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Agenda Item

CAPTION

Presentation for discussion, consideration and action (if necessary) including, but not limited to the following : Damages and on-going county efforts to address emergency situation/conditions resulting from torrential rains and flooding.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 09:40 AM	APRV
2	Budget & Management	Dina Trevino	10/26/2006 10:08 AM	APRV
3	Dale Kennan	Dale Kennan	10/26/2006 10:28 AM	APRV
4	Auditor's Office	Linda Fong	10/26/2006 01:26 PM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 09:23 AM	APRV

Form Started By: Neilda Cavazos **Started On:** 10/24/2006 01:54 PM
Final Approval Date: 10/27/2006

AI-912

15.I.1.

**CAP-Pct 1-Application Pmt 4-Capisallo Park Subd.
CC REGULAR**

Date: 10/31/2006
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Colonia Access Program Pct.1

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of **PAYMENT APPLICATION No. 4** submitted by **I.O. I.O.C. COMPANY, LLC** in the amount of **\$ 103,391.47** in connection with **(Contract No. C-CAP-06-001-02-28-ROAD CONSTRUCTION OF CAPISALLO PARK SUBDIVISION)**

BACKGROUND

APPLICATION PMT. NO. 4

Revenue & Expenditures

FISCAL YEAR: 2006
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
Avail in PO 568045 -> 31924.36

ACCT. #: 6-1311-431-00-121-137-0-733
MATCHING FUNDS Y/N?:

FISCAL YEAR:
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
Avail in PO 568045 -> 100740.00

ACCT. #: 6-1311-431-00-121-137-0-734
MATCHING FUNDS Y/N?:

FISCAL YEAR: 6
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
PO# 568045 -- \$100,740.00 Balance as of 10-27-06

ACCT. #: 6-1311-431-00-121-137-0-734
MATCHING FUNDS Y/N?:

FISCAL YEAR: 6
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
PO# 568045 -- \$31,924.36 Balance as of 10-27-06

ACCT. #: 6-1311-431-00-121-137-0-733
MATCHING FUNDS Y/N?:

Attachments

Link: CAP-Pct 1-Application Pmt 4-Capisallo Park Subd.

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 10:14 AM	APRV
2	Budget & Management	Dina Trevino	10/27/2006 10:18 AM	APRV
3	Dale Kennan	Dale Kennan	10/27/2006 11:37 AM	APRV
4	Mario Betancourt	Mario Betancourt	10/27/2006 03:59 PM	APRV
5	Auditor's Office	Angelica Tapia	10/30/2006 08:42 AM	APRV
6	Mike Escaname			NEW
7	Agenda Coordinator			

Form Started By: Letty Saenz

Started On: 10/25/2006 04:25 PM

Final Approval Date:

**Hidalgo County Precinct No. 2
Hector "Tito" Palacios
County Commissioner**

FACSIMILE TRANSMITTAL SHEET

TO: <i>Marty Salazar</i>	FROM: <i>Capite Vargas</i>
COMPANY: <i>Purchasing Dept</i>	DATE: <i>Oct. 25, 2006</i>
FAX NUMBER: <i>318-2629</i>	TOTAL NO. OF PAGES INCLUDING COVER: <i>6 pgs.</i>
PHONE NUMBER:	SENDER'S PHONE NUMBER: (956) 787-1891
RE: <i>Application for Payment No 4.</i>	SENDER'S FAX NUMBER: (956) 787-4683

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES / COMMENTS: *"Capisallo Part Subd."*

If you have any problems in receiving this fax, please call
(956) 787-1891

**301 EAST STATE
PHARR, TEXAS 78577**



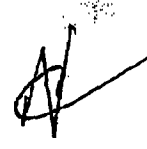
Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent

CC: Letty Saenz, Contract Manager
Charlie Contreras, Special Projects Coordinator

HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 25 October 2006

Subject: Application for Payment No.4 CapiSallo Park Subd.

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, October 31st, 2006.

Approval of Application for Payment No.4 for CapiSallo Park Subdivision a Round II CAP Project in the amount of \$103,391.47. The contractor is IOC Company, LLC. The project is carried by TEDSI.

If you have any questions, please advice.

Thanks,

APPLICATION FOR PAYMENT NO. 4

To: Hidalgo County (OWNER)
From: IOC COMPANY L.L.C. (CONTRACTOR)
Contract: C-CAP - 06-001-02-28
Project: Border Colonia Access Project
OWNER's Contract No. C-CAP-06-001-02-28 ENGINEER's Project No. 26881-1
For Work accomplished through the date of: 10-10-06

- 1. Original Contract Price: \$ 315,524.87
2. Net change by Change Orders and Written Amendments (+ or -): \$ 21,152.54
3. Current Contract Price (1 plus 2): \$ 336,677.41
4. Total completed and stored to date: \$ 318,891.35
5. Retainage (per Agreement):
10 % of completed Work: \$ 31,889.14
% of stored material: \$ 0.00
Total Retainage: \$ 31,889.14
6. Total completed and stored to date less retainage (4 minus 5): \$ 287,002.21
7. Less previous Application for Payments: \$ 183,611.74
8. DUE THIS APPLICATION (6 MINUS 7): \$ 103,391.47

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 10/19/2006

IOC Company, LLC

CONTRACTOR

By:

State of Texas

County of Hidalgo

Subscribed and sworn to before me this 19 day of October, 2006

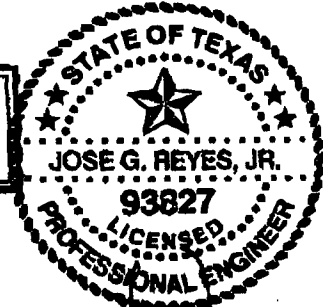
[Signature]

Notary Public

My Commission expires: 4-22-09



DAVINA I. ZARATE
Notary Public, State of Texas
My Commission Expires April 22, 2009



JOSE G. REYES, JR.

93827

LICENSED PROFESSIONAL ENGINEER

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 10-18-06

TEDSI Infrastructure Group

ENGINEER

By:

[Signature] P.E.

<u>IOC Company L.L.C.</u>	<u>Contractor Name</u>	<u>Application No.:</u>	<u>4</u>
<u>06/08/06</u>	<u>Starting Date</u>	<u>Application Date:</u>	<u>10/18/06</u>
	<u>Project Ending Date</u>	<u>Period To:</u>	<u>10/10/06</u>
<u>Caplesillo Park - Ebony St., ect.</u>	<u>Engineer's / County Project Description</u>	<u>Engineer's / County Project No.:</u>	<u>2C-106-137-21</u>

No.	Item Code	Description	Unit	Rate	Schedule Value		Work Completed		This Period		Total Completed To Date		Balance To Finish	
					Quan.	Dollars	Quan.	Dollars	Quan.	Dollars	Quan.	Dollars	Quan.	Dollars
1	100	502 Preparing ROW	STA	\$ 304.80	56.15	\$ 17,103.29	56.15	\$ 17,103.29	0.00	\$ -	56.15	\$ 17,103.29	0.00	\$ -
2	134	502 Backfill (TYB)	STA	\$ 58.59	56.15	\$ 3,289.83	0.00	\$ -	56.15	\$ 3,289.83	56.15	\$ 3,289.83	0.00	\$ -
3	247	699 FL BS (Rowy Del)(TYD, GR6, CL4)	CY	\$ 13.78	1767	\$ 24,349.26	1,767.00	\$ 24,349.26	0.00	\$ -	1,767.00	\$ 24,349.26	0.00	\$ -
4	310	501 ASPH Material (MC-30)	GAL	\$ 3.47	2995	\$ 10,392.65	0.00	\$ -	2,995.00	\$ 10,392.65	2,995.00	\$ 10,392.65	0.00	\$ -
5	340	ASPH Concrete (TYD)	TON	\$ 61.76	1280	\$ 79,052.80	0.00	\$ -	1,280.00	\$ 79,052.80	1,280.00	\$ 79,052.80	0.00	\$ -
7	464	534 24" RCP (CL III)	LF	\$ 37.13	16	\$ 594.08	16.00	\$ 594.08	0.00	\$ -	16.00	\$ 594.08	0.00	\$ -
8	467	676 Safety End Treatment (TY U)(18")RCP(4:1)	EA	\$ 800.00	8	\$ 4,800.00	8.00	\$ 4,800.00	0.00	\$ -	8.00	\$ 4,800.00	0.00	\$ -
9	496	2003 Reave & Re-lay Pipe (18")	LF	\$ 28.13	276	\$ 7,763.88	276.00	\$ 7,763.88	0.00	\$ -	276.00	\$ 7,763.88	0.00	\$ -
10	500	501 Mobilization	LS	\$ 500.00	5	\$ 2,500.00	5.00	\$ 2,500.00	0.00	\$ -	5.00	\$ 2,500.00	0.00	\$ -
11	502	501 Barricades, Signs and Traffic Handling	MO	\$ 800.00	5	\$ 4,000.00	3.00	\$ 2,400.00	1.00	\$ 800.00	4.00	\$ 3,200.00	1.00	\$ 800.00
12	530	540 Driveway (CONC)(4")	SY	\$ 16.47	1098	\$ 16,986.06	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,098.00	\$ 16,986.06
13	530	542 Driveways (ASPH-CONC-PAV)(PB-1)	SY	\$ 11.00	2102	\$ 23,122.00	1,051.00	\$ 11,561.00	1,051.00	\$ 11,561.00	2,102.00	\$ 23,122.00	0.00	\$ -
14	530	855 Turnout (ASPH-CONC-PAV)(PB-2)	SY	\$ 12.49	698	\$ 8,718.02	0.00	\$ -	698.00	\$ 8,718.02	698.00	\$ 8,718.02	0.00	\$ -
16	2500	EN-1 Treated Flexbase	SY	\$ 4.54	15908	\$ 72,222.32	15,908.00	\$ 72,222.32	0.00	\$ -	15,908.00	\$ 72,222.32	0.00	\$ -
17	2500	EN-1 Road Bond	GAL	\$ 72.50	90	\$ 6,525.00	90.00	\$ 6,525.00	0.00	\$ -	90.00	\$ 6,525.00	0.00	\$ -
18	5249	501 Temporary Sediment Control Fence	LF	\$ 3.76	200	\$ 752.00	0.00	\$ -	200.00	\$ 752.00	200.00	\$ 752.00	0.00	\$ -
19	5249	503 Temporary Sediment Control Fence (REMOVE)	LF	\$ 1.56	200	\$ 312.00	0.00	\$ -	200.00	\$ 312.00	200.00	\$ 312.00	0.00	\$ -
						\$336,677.41		\$204,013.05		\$114,878.30		\$318,691.35		\$ 17,786.06

As per Approved Change Order # 1

Estimate Quantity Update Worksheet

Location: Capistrano Park

Date: October 18, 2006

Roadway: Ebony St., Hackberry St., Maple St., Oak St. and Palm St.

Contractor: IOC Company L.L.C.

Date Began: June 1, 2006

Contract: [REDACTED]

Contract Price: \$386,677.41

Contract Time: 120

Project No: C-CAP-06-001-02-25

Work Done to Date: \$318,891.31

Time Charged: 83

County: Hidalgo County Precinct No 1

Work Done this Mo.: \$164,878.30

% Time Used: 62.50%

Est. No: 4

% Complete: 94.72%

Work Type: Paving and Drainage

Limits:

From: Mile 1 East

To: Mile 0 North

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	JUNE			JULY			AUGUST			OCTOBER			
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	
(001) ADMINISTRATIVE																		
(002) PRELIMINARY ENGINEERING																		
(003) CONSTRUCTION ENGINEERING																		
(004) RIGHT-OF-WAY																		
(005) ROADWAY CONSTRUCTION																		
100	PREP R.O.W.	STA	56.15	\$304.00	\$17,103.20	44.82	44.820	\$18,981.63	11.33	66.150	\$3,481.00	0	0	\$0.00	0	0	\$0.00	
134	Base@ (TYB)	STA	66.18	\$58.58	\$3,282.83	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	66.18	66.150	\$3,280.83	
247	FL BS (Rdwy Dr) (TY D, CR6, CL4)	CY	1787	\$13.78	\$24,348.26	0	0	\$0.00	0	0	\$0.00	1787	1787.000	\$24,348.26	0	0	\$0.00	
310	ASPH MATRL (MC-9C)	GAL	2905	\$3.47	\$10,082.85	0	0	\$0.00	0	0	\$0.00	2905	2905.000	\$10,082.85	0	0	\$0.00	
340	ASPH Concrete (TY D)	TON	1280	\$61.76	\$79,052.80	0	0	\$0.00	0	0	\$0.00	1280	1280.000	\$79,052.80	0	0	\$0.00	
900	Mobilization	LB	5	\$500.00	\$2,500.00	5	5.000	\$2,500.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	
902	Barriers, Signs and Traffic Handling	MD	5	\$800.00	\$4,000.00	1	1.000	\$800.00	1	2.000	\$800.00	1	3.000	\$800.00	1	2.000	\$800.00	
930	Turnouts (ASPH-CONC-PAV/PB-2)	SY	899	\$12.48	\$11,110.02	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	899	898.000	\$11,110.02	
2500	EN-1 TREATED FLEX BASE	SY	19808	\$4.84	\$72,222.32	0	0	\$0.00	0	0	\$0.00	19808	19808.000	\$72,222.32	0	0	\$0.00	
2600	EN-1 ROADBOND	GAL	90	\$72.80	\$6,552.00	0	0	\$0.00	0	0	\$0.00	90	90.000	\$6,552.00	0	0	\$0.00	
5248	Temporary Sediment Control Fence	LF	200	\$3.78	\$752.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	200	200.000	\$752.00	
5349	Temporary Sediment Control Fence (Remove)	LF	200	\$1.59	\$312.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	200	200.000	\$312.00	
(006) DRAINAGE																		
454	24" RCP (CLB)	LF	16	\$28.13	\$594.08	0	0	\$0.00	16	16.000	\$594.08	72	284.000	\$2,021.36	0	0	\$0.00	
487	SAFETY END TREAT. (TYD) (18" RCP) (6:1)	EA	6	\$80.00	\$4,800.00	0	0	\$0.00	6	6.000	\$4,800.00	0	0	\$0.00	0	0	\$0.00	
530	Driveway (CONC) (1')	SY	1088	\$28.13	\$18,088.00	0	0	\$0.00	0	0	\$0.00	278	278.000	\$1,768.88	0	0	\$0.00	
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	2502	\$18.00	\$23,122.00	1861	1051.000	\$11,561.00	0	0	\$0.00	0	0	\$0.00	1051.000	1051.000	\$11,561.00	
						\$13.51	2220	2280.000	\$30,080.00	400	2880.000	\$5,384.00	800	3280.000	\$7,968.00	0	\$0.00	

Monthly Totals:	\$98,824.23	\$20,339.70	\$125,048.12	\$114,878.30
ADMINISTRATIVE (001)				
PRELIMINARY ENGINEERING (002)				
CONSTRUCTION ENGINEERING (003)				
RIGHT-OF-WAY (004)				
Roadway (005)	\$19,982.63	\$4,226.56	\$19,773.85	\$103,217.30
Drainage (006)	\$41,841.60	\$18,518.04	\$17,775.24	\$11,661.00

Total to Date
 Roadway (005): \$231,704.47
 Drainage (006): \$87,096.88
 Total: \$318,801.35

Prepared and Checked By:

Signature:
 Printed Name:

Date: 001-18-06

IOC Company LLC. Contractor Name
 6/6/2006 Starting Date
 Project Ending Date
 10% Retainage Percent

Application No.: 4
 Application Date: 10/18/2006
 Period To: 10/10/2006
 Engineer Firm: TEDSI

Summary											
CSJ #	CSJ Name	Schedule Value		Work Completed	This Period	Total Complete to Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
2C-108-137-21	Caplealto Park Ebony, Hackberry, Maple, Oak and Palm	\$ 315,524.87		\$ 204,013.05	\$ 114,878.30	\$ 318,891.35	\$ 17,786.06	\$ 31,889.14	\$ 287,002.21	\$ 183,611.74	\$ 103,390.47
				\$ 204,013.05	\$ 114,878.30	\$ 318,891.35	\$ 17,786.06	\$ 31,889.14	\$ 287,002.21	\$ 183,611.74	\$ 103,390.47

As per Approved Change Order # 1

AI-929

15.J.1.

**CAP-Pct 2-Campo Alto-Application Pmt of Retanainage
CC REGULAR**

Date: 10/31/2006
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Colonia Access Program Pct.2

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of **APPLICATION PAYMENT OF RETAINAGE** submitted by **D.M. ROTH EXCAVATING** in the amount of **\$ 13,114.28** in connection with **(CONTRACT NO. C-CAP-05-005-06-01-ROAD CONSTRUCTION OF CAMPO ALTO)**

BACKGROUND

APPLICATION PAYMENT RETAINAGE

Revenue & Expenditures

FISCAL YEAR: 2006 **ACCT. #:** 6-1310-431-00-122-497-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
\$13,778.33 Available Balance in P.O. # 554144 as of 10/27/06

FISCAL YEAR: 2006 **ACCT. #:** 6-1310-431-00-122-496-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
\$12,901.82 Available Balance in P.O. # 554299 as of 10/27/06

Attachments

Link: CAP-Pct 2-Campo Alto-Application Pmt of Retanainage

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 12:57 PM	APRV
2	Budget & Management	Dina Trevino	10/27/2006 10:35 AM	APRV
3	Sergio Cruz	Sergio Cruz	10/27/2006 10:59 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 11:22 AM	APRV
5	Mike Escaname	Mike Escaname	10/27/2006 02:22 PM	APRV
6	Linda Fong	Linda Fong	10/27/2006 05:21 PM	APRV
7	Agenda Coordinator			NEW

Form Started By: Letty Saenz

Started On: 10/26/2006 09:06 AM

Final Approval Date:

HIDALGO COUNTY PRECINCT NO. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

LETTER OF TRANSMITTAL

TO: Purchasing Department
ATTENTION: Letty Saenz-Contracts Manager

DATE: 10/16/2006
FROM: Yoli Cisneros
TITLE: Accounts Payable Clerk

REASON FOR TRANSMITTAL CHECKED BELOW:

- As Requested
- Returned for Corrections
- Agenda Items
- For Approval
- Approved As Noted
- Hand Delivered
- Copy of Letter
- Review and Comment
- Other

REMARKS:

Requesting to place on Commissioners' Court Agenda meeting for Tuesday, 10/31/2006 D. M. Roth Excavating
Application for payment of Retainage of Campo Alto Subdivision and the Certificate of Const Completion

301 E. STATE STREET * PHARR, TX 78577 * PH. (956) 787-1891 * FAX (956) 787-4683
yoli.cisneros@co.hidalgo.tx.us

Detach here

Detach here

HIDALGO COUNTY PRECINCT NO. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

DATE: 10/25/2006

TO: Yoli Cisneros - Accounts Payable

RE: D.M. Roth Excavation Retainage of Campo Alto Subd. & Certificate of Const Completion

RECEIVED BY: _____

RECEIVED
DATE: OCT 25 2006
PURCHASING DEPT.
Mc J-54

APPLICATION FOR PAYMENT OF RETAINAGE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: D.M. ROTH EXCAVATING (CONTRACTOR)
 Contract: C-CAP-05-005-06-01
 Project: BORDER COLONIA ACCESS PROJECT - CAMPO ALTO SUBDIVISION
 OWNER's Contract No. _____ ENGINEER's Project No. ENG02.050
 For Work accomplished through the date of: 9/12/2006

1. Original Contract Price:		\$	193,588.35
2. Net change by Change Orders and Written Agreements (+ or -):		\$	13,554.48
3. Current Contract Price (1 plus 2):		\$	207,142.83
4. Total completed and stored to date:		\$	207,142.83
5. Liquidated Damages (per Agreement):			
	Liquidated damages	\$	7,600.00
		\$	-
	Total liquidated damages:		
			6-1310-431-00-122-496-0-731
		\$	7,600.00
6. Total completed and stored to date less liquidated damages:		\$	199,542.83
7. Less previous Application for Payments:		\$	(186,428.55)
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$	13,114.28

Accompanying Documentation:

[Handwritten signature]

CONTRACTOR'S Certification:

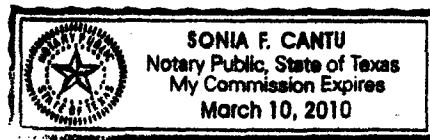
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 5 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated Oct 20, 2006

DM ROTH, INC
CONTRACTOR

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 20
 day of October 2006

By: *[Handwritten signature]*



[Handwritten signature: Sonia F. Cantu]
 Notary Public
 My Commission expires: March 10, 2010

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 10/23/2006

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: *[Handwritten signature]*

INVOICE RECEIVED BY: [Handwritten signature] ON 10/25/06
 GOODS/SERVICES RECEIVED BY: [Handwritten signature] ON 10/25/06

AI-838
"Psychological Evaluation Services"
CC REGULAR

15.K.1.

Date: 10/31/2006
Submitted By: Veronica Gutierrez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Adult Probation

Agenda Item

CAPTION

Presentation for consideration, discussion, acceptance and approval/ratification of the negotiated contract with Drs. Heslet, Pina and Ramirez for "Psychological Evaluation Services" for Hidalgo County Community Supervision & Corrections Department.

BACKGROUND

Effective October 19, 2006 through August 31, 2008.

Revenue & Expenditures

FISCAL YEAR: 2006 **ACCT. #:** 6-1297-423-00-320-002-7-331
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Avail Bal -> 24600.00

Attachments

Link: [Gregorio Pina Contract](#)
Link: [Lynette Heslet Contract](#)
Link: [Ramiro Ramirez Contract](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2006 01:34 PM	APRV
2	Budget & Management	Dina Trevino	10/26/2006 03:20 PM	APRV
3	Dale Kennan	Dale Kennan	10/26/2006 03:43 PM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 01:19 PM	APRV
5	Mike Escaname	Mike Escaname	10/27/2006 02:18 PM	APRV
6	Linda Fong	Linda Fong	10/27/2006 05:14 PM	APRV
7	Agenda Coordinator			NEW

Form Started By: Veronica Gutierrez

Started On: 10/24/2006 08:15 AM

Final Approval Date:

**SERVICES
OPERATIONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the Judicial District and

Gregorio Pina, III Ph.D., License #22180 ("VENDOR")

1200 S. 2nd, Suite B-9 Address

McAllen, Texas 78501 City, State, Zip

as of the 19th day of October, 2006.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR; TERM

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2008, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

**ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates. DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed \$350.00 on any given assessment for October 19, 2006, through August 31, 2008. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services:

\$50.00 per hour for services performed not to exceed \$350.00 on any given assessment

1.3 Services. The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

The Vendor shall provide psychological evaluations upon request by the department. Evaluation may include mental status, personality, behavioral, and sociological screening. The Vendor shall conduct a clinical interview, administer any psychological tests deemed necessary, score and interpret said tests, and write and submit a report to the department within 30 days of the first interview.

The Vendor shall provide the department, and/or its representatives (Community Supervision Officers) the necessary case consultation after a psychological evaluation has been completed. This case consultation will be afforded to the department at no extra cost.

1.7 Referrals. The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of services. If the Defendant is determined to be in need of additional or different services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan, if applicable.

1.8 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.9 No-Shows. DEPARTMENT will not pay the full rate to VENDOR for Defendants who fail to attend sessions or meetings

1.11 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders counseling or counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Facility - means the licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT.

Licensure Rules - means the terms and provisions contained in applicable regulatory guidelines.

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any Defendants who were previously removed on that day. Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit B.

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the following: (a) Resident Defendants at non-CCFs: the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month; (b) Outpatient Defendants: the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof.

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB or RFP, if applicable.

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR - means "Name of provider."

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

1.13 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

1.14 Other: **The Vendor shall inform the department's representative (Community Supervision Officer) if the client fails to appear for any and all appointments, initial or subsequent.**

The Vendor shall submit a statement for payment of services performed in the format labeled Exhibit B within 30 days of the service date.

The Vendor shall submit the assessment report to the department Director within 10 days of service date.

The Vendor shall treat the client's record as confidential in accordance with federal regulations and state laws. The Vendor shall release information as indicated in the Release of Confidential Information. This form is required in order to effect the necessary exchange of information between the department and the Vendor (Exhibit D).

The Vendor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees of said Vendor and for clients, inmates, patients and residents served by the Vendor in accordance with the provisions found in Acts 1989, 71st Leg., Ch. 1195, Section 5.03 and Section 5.04.

ARTICLE II REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owning. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit D. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III GENERAL CONDITIONS

- 3.1 Duties and Obligations. VENDOR shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented.
- 3.2 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.
- 3.3 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.
- 3.4 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.
- 3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.
- 3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

- 4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
- (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
- (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

4.8 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.9 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).

4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.

4.11 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

ARTICLE V DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
- b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
- c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

ARTICLE VI INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

7.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

7.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

7.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

7.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in HIDALGO County, Texas by

DEPARTMENT: HIDALGO COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: JOE LOPEZ

SIGNATURE: Joe Lopez

TITLE: EXECUTIVE DIRECTOR

DATE: 10/23/06

VENDOR: Gregorio Pina, III Ph.D., License #22180

BY: Gregorio Pina, III Ph.D.

TITLE: Psychologist - Licensed 2-2180

DATE: October 20, 2006

EXHIBIT A
Referral Form

REQUEST FOR PSYCHOLOGICAL EVALUATION

DATE OF REQUEST: _____

REPORT DUE: _____

TO: _____

FROM: Hidalgo County Community Supervision
& Corrections Department
P.O. Box 2528
McAllen, Tx 78502

Phone: 956-661-4600
Fax: 956-661-4700

By: _____, Community Supervision Officer

RE: Please conduct a psychological evaluation on the client described below:

Name: _____ DOB: _____ AGE: _____

CAUSE #: _____ SID #: _____ COURT: _____

1st Appointment Date: _____ Time: _____ Place: _____

1st Appointment Negotiated by: _____ and: _____

1st Appointment made on: _____ 1st Appt. rescheduled for: _____

Note: _____

ANTISOCIAL BEHAVIOR:

Present Offense: _____

Prior History of Offenses: _____

FAMILY HISTORY:

Father's Name: _____ Age: _____ Education: _____

Number of times married (or Conjugal relationships): _____

Mother's Name: _____ Age: _____ Education: _____

Number of times married (or Conjugal relationships): _____

Other significant family figures: _____

Number of siblings: _____ Number of times married: _____

Age at first marriage: _____ Length of marriage(s): _____

Number of separations: _____ Number of children: _____ Ages: _____

Wife's age: _____

EDUCATIONAL HISTORY:

Last grade completed: _____ Grades failed: _____

Reason(s) given for dropping out of school: _____

Officer's Assessment of probationer's intellectual functioning: _____

EMPLOYMENT HISTORY:

Type of work involved in: _____

Type of training completed: _____

Questions Psychiatric / Consultation expected to answer:

EXHIBIT B
Billing Statement

STATEMENT
(Date of Statement)

FROM: [Psychologist's Name]

Note: Not required if statement
submitted on
Psychologist's stationary

RE: [name of client]

TO: Joe Lopez, Director
Community Supervision &
Corrections Department
P.O. Box 2528
McAllen, Texas 78502

Service Rendered: Psychological Evaluation

<u>Work Performed</u>	<u>Date</u>	<u>Time</u>	<u>Rate</u>	<u>Total</u>
(a)	(b)	(c)	x \$50.00/hr. =	
			x \$50.00/hr. =	
		TOTAL: (# of hrs)		(d)

[Psychologist Signature]

{a} *Examples = Clinical Interview, Administration of Tests,
Scoring & Report Writing, etc.*

{b} *Date work performed*

{c} *Time is to be expressed as follows:*

15 minutes = .25

30 minutes = .50

45 minutes = .75

60 minutes = 1.00

etc.

{d} *Not to exceed \$350.00*

EXHIBIT C
Release of Confidential Information

**CONSENT FOR THE RELEASE
OF CONFIDENTIAL INFORMATION**

I, _____ authorize _____
(name of defendant) (name of the program making the disclosure)

to disclose to _____ the
(name of person or organization to which disclosure is to be made)

following information _____
(nature of information)

Purpose for which information is to be used: _____

I understand that my records are protected under the Federal Confidentiality Regulations and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to the extent that action has been taken in reliance on it (e.g. probation, parole, etc.) and that in any event this consent expires automatically as described below.

Specification of the date, event, or condition upon which this consent expires: _____

Executed this _____ day of _____, 20 ____.

Signature of Defendant

Signature of Witness

Signature of parent, guardian or
authorized representative (If
defendant is a minor or incompetent)

EXHIBIT C

EXHIBIT D

Unallowable Costs

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities;

Alcoholic beverages;

Bad debts;

Building and Land purchase, rental purchase, lease purchase, renovation;

Cash payments to intended recipients of Services;

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services;

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

Fundraising; Marketing; and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only);

Legislative expenses for payment to any elected official from funds received from the CSCD;

Lobbying;

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.

**SERVICES
OPERATIONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the Judicial District and

Lynette Heslet, Ph.D., License #2-5600 ("VENDOR")

3700 N. 10th St., Suite 309 Address

McAllen, Texas 78501 City, State, Zip

as of the 19th day of October, 2006.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR; TERM

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2008, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

**ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates. DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed \$350.00 on any given assessment for October 19, 2006, through August 31, 2008. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services:

\$50.00 per hour for services performed not to exceed \$350.00 on any given assessment

1.3 Services. The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

The Vendor shall provide psychological evaluations upon request by the department. Evaluation may include mental status, personality, behavioral, and sociological screening. The Vendor shall conduct a clinical interview, administer any psychological tests deemed necessary, score and interpret said tests, and write and submit a report to the department within 30 days of the first interview.

The Vendor shall provide the department, and/or its representatives (Community Supervision Officers) the necessary case consultation after a psychological evaluation has been completed. This case consultation will be afforded to the department at no extra cost.

1.7 Referrals. The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of services. If the Defendant is determined to be in need of additional or different services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan, if applicable.

1.8 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.9 No-Shows. DEPARTMENT will not pay the full rate to VENDOR for Defendants who fail to attend sessions or meetings

1.11 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders counseling or counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Facility - means the licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT.

Licensure Rules - means the terms and provisions contained in applicable regulatory guidelines.

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any Defendants who were previously removed on that day. Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit B.

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the following: (a) Resident Defendants at non-CCFs: the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month; (b) Outpatient Defendants: the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof.

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB or RFP, if applicable.

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR – means "Name of provider."

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

1.13 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

1.14 Other: **The Vendor shall inform the department's representative (Community Supervision Officer) if the client fails to appear for any and all appointments, initial or subsequent.**

The Vendor shall submit a statement for payment of services performed in the format labeled Exhibit B within 30 days of the service date.

The Vendor shall submit the assessment report to the department Director within 10 days of service date.

The Vendor shall treat the client's record as confidential in accordance with federal regulations and state laws. The Vendor shall release information as indicated in the Release of Confidential Information. This form is required in order to effect the necessary exchange of information between the department and the Vendor (Exhibit D).

The Vendor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees of said Vendor and for clients, inmates, patients and residents served by the Vendor in accordance with the provisions found in Acts 1989, 71st Leg., Ch. 1195, Section 5.03 and Section 5.04.

ARTICLE II REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

- 2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.
- 2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.
- 2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.
- 2.4 No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.
- 2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit D. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.
- 2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.
- 2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III GENERAL CONDITIONS

- 3.1 Duties and Obligations. VENDOR shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented.
- 3.2 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.
- 3.3 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.
- 3.4 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.
- 3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.
- 3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

- 4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.
- 4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other

requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

(a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;

(b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;

(c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

4.8 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.9 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during

the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).

4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.

4.11 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

ARTICLE V DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
- b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
- c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not

constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

ARTICLE VI INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

7.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

7.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

7.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

7.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in HIDALGO County, Texas by

DEPARTMENT: HIDALGO COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: JOE LOPEZ

SIGNATURE: Joe Lopez

TITLE: EXECUTIVE DIRECTOR

DATE: 10/23/06

VENDOR: Lynette Heslet, Ph.D., License #2-5600

BY: Lynette Heslet Ph.D.

TITLE: president

DATE: 10-19-06

EXHIBIT A
Referral Form

REQUEST FOR PSYCHOLOGICAL EVALUATION

DATE OF REQUEST: _____

REPORT DUE: _____

TO: _____

FROM: Hidalgo County Community Supervision
& Corrections Department
P.O. Box 2528
McAllen, Tx 78502

Phone: 956-661-4600
Fax: 956-661-4700

By: _____, Community Supervision Officer

RE: Please conduct a psychological evaluation on the client described below:

Name: _____ DOB: _____ AGE: _____

CAUSE #: _____ SID #: _____ COURT: _____

1st Appointment Date: _____ Time: _____ Place: _____

1st Appointment Negotiated by: _____ and: _____

1st Appointment made on: _____ 1st Appt. rescheduled for: _____

Note: _____

ANTISOCIAL BEHAVIOR:

Present Offense: _____

Prior History of Offenses: _____

FAMILY HISTORY:

Father's Name: _____ Age: _____ Education: _____

Number of times married (or Conjugal relationships): _____

Mother's Name: _____ Age: _____ Education: _____

Number of times married (or Conjugal relationships): _____

Other significant family figures: _____

Number of siblings: _____ Number of times married: _____

Age at first marriage: _____ Length of marriage(s): _____

Number of separations: _____ Number of children: _____ Ages: _____

Wife's age: _____

EDUCATIONAL HISTORY:

Last grade completed: _____ Grades failed: _____

Reason(s) given for dropping out of school: _____

Officer's Assessment of probationer's intellectual functioning: _____

EMPLOYMENT HISTORY:

Type of work involved in: _____

Type of training completed: _____

Questions Psychiatric / Consultation expected to answer:

EXHIBIT B
Billing Statement

STATEMENT
(Date of Statement)

FROM: [Psychologist's Name]

Note: Not required if statement
submitted on
Psychologist's stationary

RE: [name of client]

TO: Joe Lopez, Director
Community Supervision &
Corrections Department
P.O. Box 2528
McAllen, Texas 78502

Service Rendered: Psychological Evaluation

<u>Work Performed</u>	<u>Date</u>	<u>Time</u>	<u>Rate</u>	<u>Total</u>
(a)	(b)	(c)	x \$50.00/hr. =	
			x \$50.00/hr. =	
TOTAL:		(# of hrs)		(d)

[Psychologist Signature]

*{a} Examples = Clinical Interview, Administration of Tests,
Scoring & Report Writing, etc.*

{b} Date work performed

{c} Time is to be expressed as follows:

15 minutes = .25

30 minutes = .50

45 minutes = .75

60 minutes = 1.00

etc.

{d} Not to exceed \$350.00

EXHIBIT C
Release of Confidential Information

**CONSENT FOR THE RELEASE
OF CONFIDENTIAL INFORMATION**

I, _____ authorize _____
(name of defendant) (name of the program making the disclosure)
to disclose to _____ the
following information _____
(name of person or organization to which disclosure is to be made)

(nature of information)

Purpose for which information is to be used: _____

I understand that my records are protected under the Federal Confidentiality Regulations and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to the extent that action has been taken in reliance on it (e.g. probation, parole, etc.) and that in any event this consent expires automatically as described below.

Specification of the date, event, or condition upon which this consent expires: _____

Executed this _____ day of _____, 20 ____.

Signature of Defendant

Signature of Witness

Signature of parent, guardian or
authorized representative (If
defendant is a minor or incompetent)

EXHIBIT D

Unallowable Costs

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities;

Alcoholic beverages;

Bad debts;

Building and Land purchase, rental purchase, lease purchase, renovation;

Cash payments to intended recipients of Services;

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services;

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

Fundraising; Marketing; and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only);

Legislative expenses for payment to any elected official from funds received from the CSCD;

Lobbying;

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.

**SERVICES
OPERATIONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the Judicial District and

Ramiro Ramirez, Ph.D., License #2-2050 ("VENDOR")

Rt. 2, Box 64-E Address

Mercedes, Texas 78570 City, State, Zip

as of the 19th day of October, 2006.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR; TERM

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2008, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

**ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates. DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed \$350.00 on any given assessment for October 19, 2006, through August 31, 2008. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services:

\$50.00 per hour for services performed not to exceed \$350.00 on any given assessment

1.3 Services. The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

The Vendor shall provide psychological evaluations upon request by the department. Evaluation may include mental status, personality, behavioral, and sociological screening. The Vendor shall conduct a clinical interview, administer any psychological tests deemed necessary, score and interpret said tests, and write and submit a report to the department within 30 days of the first interview.

The Vendor shall provide the department, and/or its representatives (Community Supervision Officers) the necessary case consultation after a psychological evaluation has been completed. This case consultation will be afforded to the department at no extra cost.

1.7 Referrals. The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of services. If the Defendant is determined to be in need of additional or different services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan, if applicable.

1.8 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.9 No-Shows. DEPARTMENT will not pay the full rate to VENDOR for Defendants who fail to attend sessions or meetings

1.11 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders counseling or counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Facility - means the licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT.

Licensure Rules - means the terms and provisions contained in applicable regulatory guidelines.

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any Defendants who were previously removed on that day. Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit B.

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the following: (a) Resident Defendants at non-CCFs: the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month; (b) Outpatient Defendants: the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof.

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB or RFP, if applicable.

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR – means "Name of provider."

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

1.13 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

1.14 Other: **The Vendor shall inform the department's representative (Community Supervision Officer) if the client fails to appear for any and all appointments, initial or subsequent.**

The Vendor shall submit a statement for payment of services performed in the format labeled Exhibit B within 30 days of the service date.

The Vendor shall submit the assessment report to the department Director within 10 days of service date.

The Vendor shall treat the client's record as confidential in accordance with federal regulations and state laws. The Vendor shall release information as indicated in the Release of Confidential Information. This form is required in order to effect the necessary exchange of information between the department and the Vendor (Exhibit D).

The Vendor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees of said Vendor and for clients, inmates, patients and residents served by the Vendor in accordance with the provisions found in Acts 1989, 71st Leg., Ch. 1195, Section 5.03 and Section 5.04.

ARTICLE II REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owning. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit D. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

**ARTICLE III
GENERAL CONDITIONS**

3.1 Duties and Obligations. VENDOR shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented.

3.2 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.

3.3 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.4 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.

3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.

3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

**ARTICLE IV
ADMINISTRATION AND FISCAL SYSTEM**

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
- (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
- (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

4.8 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.9 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).

4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.

4.11 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

ARTICLE V DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
- b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
- c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

ARTICLE VI INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

7.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

7.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

7.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

7.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in HIDALGO County, Texas by

DEPARTMENT: HIDALGO COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: JOE LOPEZ

SIGNATURE Joe Lopez

TITLE: EXECUTIVE DIRECTOR

DATE: 10/23/06

VENDOR: Ramiro Ramirez, Ph.D., License #2-2050

BY: Ramiro Ramirez

TITLE: Psychologist

DATE: 10-20-06

EXHIBIT A
Referral Form

REQUEST FOR PSYCHOLOGICAL EVALUATION

DATE OF REQUEST: _____

REPORT DUE: _____

TO: _____

FROM: Hidalgo County Community Supervision
& Corrections Department
P.O. Box 2528
McAllen, Tx 78502

Phone: 956-661-4600
Fax: 956-661-4700

By: _____, Community Supervision Officer

RE: Please conduct a psychological evaluation on the client described below:

Name: _____ DOB: _____ AGE: _____

CAUSE #: _____ SID #: _____ COURT: _____

1st Appointment Date: _____ Time: _____ Place: _____

1st Appointment Negotiated by: _____ and: _____

1st Appointment made on: _____ 1st Appt. rescheduled for: _____

Note: _____

ANTISOCIAL BEHAVIOR:

Present Offense: _____

Prior History of Offenses: _____

FAMILY HISTORY:

Father's Name: _____ Age: _____ Education: _____

Number of times married (or Conjugal relationships): _____

Mother's Name: _____ Age: _____ Education: _____

Number of times married (or Conjugal relationships): _____

Other significant family figures: _____

Number of siblings: _____ Number of times married: _____

Age at first marriage: _____ Length of marriage(s): _____

Number of separations: _____ Number of children: _____ Ages: _____

Wife's age: _____

EDUCATIONAL HISTORY:

Last grade completed: _____ Grades failed: _____

Reason(s) given for dropping out of school: _____

Officer's Assessment of probationer's intellectual functioning: _____

EMPLOYMENT HISTORY:

Type of work involved in: _____

Type of training completed: _____

Questions Psychiatric / Consultation expected to answer:

EXHIBIT B
Billing Statement

STATEMENT
(Date of Statement)

FROM: [Psychologist's Name]

Note: Not required if statement
submitted on
Psychologist's stationary

RE: [name of client]

TO: Joe Lopez, Director
Community Supervision &
Corrections Department
P.O. Box 2528
McAllen, Texas 78502

Service Rendered: Psychological Evaluation

<u>Work Performed</u>	<u>Date</u>	<u>Time</u>	<u>Rate</u>	<u>Total</u>
(a)	(b)	(c)	x \$50.00/hr. =	
			x \$50.00/hr. =	
		TOTAL:	(# of hrs)	(d)

[Psychologist Signature]

{a} *Examples = Clinical Interview, Administration of Tests,
Scoring & Report Writing, etc.*

{b} *Date work performed*

{c} *Time is to be expressed as follows:*

15 minutes = .25

30 minutes = .50

45 minutes = .75

60 minutes = 1.00

etc.

{d} *Not to exceed \$350.00*

EXHIBIT B

EXHIBIT C
Release of Confidential Information

**CONSENT FOR THE RELEASE
OF CONFIDENTIAL INFORMATION**

I, _____ authorize _____
(name of defendant) (name of the program making the disclosure)

to disclose to _____ the
(name of person or organization to which disclosure is to be made)

following information _____
(nature of information)

Purpose for which information is to be used: _____

I understand that my records are protected under the Federal Confidentiality Regulations and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to the extent that action has been taken in reliance on it (e.g. probation, parole, etc.) and that in any event this consent expires automatically as described below.

Specification of the date, event, or condition upon which this consent expires: _____

Executed this _____ day of _____, 20 ____.

Signature of Defendant

Signature of Witness

Signature of parent, guardian or
authorized representative (If
defendant is a minor or incompetent)

EXHIBIT D

Unallowable Costs

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities;

Alcoholic beverages;

Bad debts;

Building and Land purchase, rental purchase, lease purchase, renovation;

Cash payments to intended recipients of Services;

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services;

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

Fundraising; Marketing; and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only);

Legislative expenses for payment to any elected official from funds received from the CSCD;

Lobbying;

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.

AI-941

16.A.

SEIU payroll deductions
CC REGULAR

Date: 10/31/2006
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Rosanna Mendez
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Discussion, consideration and action on approval for payroll deductions for SEIU members

BACKGROUND

Revenue & Expenditures

Attachments

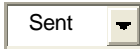
Link: [payroll deduction](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Monica Badillo	Started On: 10/27/2006 03:16 PM	
			Final Approval Date: 10/27/2006	

[Go Back](#) | [Next](#) | [Reply](#) | [Reply All](#) | [Forward](#) | [Delete](#) | [Move To](#)
Message: 1 of 22 [Printable Version](#)



From: "Rosanna Mendez" <rmendez@seiutx.org> [Save Address](#) | [Headers](#)
To: <valde.guerra@co.hidalgo.tx.us>
CC: <monica.badillo@co.hidalgo.tx.us>
Date: Thu, 26 Oct 2006 17:03:46 -0400
Subject: **Agenda Item**

Valde, per your request, I am sending you the language for Tuesday's agenda item for approval by commissioners' court:

Requesting approval for payroll deductions for SEIU members .

Valde, if you have any questions, please let me know.

Monica, please forward me a copy of the agenda tomorrow.

Thanks for your help.

Rosanna
956-522-1729

AI-852

16.B.

**Approval to pay additional premium to Alamo Ins. Group
CC REGULAR**

Date: 10/31/2006
Submitted By: Flora Vazquez, SAFETY/WORKERS' COMP. DIVISION
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Agenda Item

CAPTION

Requesting approval for the County Auditor to pay additional premium of \$ 35,582.00 to Alamo Insurance Group for the final payroll audit of 07/01/06 on the County's Workers' Comp. Policy with Safety National Casualty Corp., Excess Workers' Compensation Insurance- Policy Term 07/01/05-07/01/06.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-2202-419-50-230-015-0-524
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance -> 112,410.00

Attachments

Link: [Alamo Invoice](#)
Link: [Letter](#)
Link: [Audit - Backup](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/26/2006 09:13 AM	APRV
2	Dale Kennan	Dale Kennan	10/26/2006 10:06 AM	APRV
3	Purchasing Department	Marty Salazar	10/27/2006 11:04 AM	NEW-R
4	Auditor's Office	Linda Fong	10/27/2006 01:21 PM	RTRN
5	Dina Trevino			
6	Agenda Coordinator			

Form Started By: Flora Vazquez **Started On:** 10/24/2006 04:05 PM

Final Approval Date:

Alamo Insurance Group, Inc.

3201 Cherry Ridge Dr. # D 405
 San Antonio, TX 78230-4823
 (210)930-6665

Invoice

Client	Hidalgo County	892
Date	10/19/2006	
Client Service	(210)930-6665	
Page	1 of 1	

Hidalgo County
 100 E. Cano
 2nd Floor
 Edinburg, TX 78539

Payment Information	
Invoice Summary	35,582.00
Payment Amount	
Payment for:	Invoice #19061
AGC-9610-TX	

Thank you



Please detach and return with payment

Client: Hidalgo County

Invoice	Effective	Transaction	Description	Amount
19061	07/01/2006	Premium audit	Policy #AGC-9610-TX 07/01/2005-07/01/2006 Safety National Casualty Corp. Workers Compensation - Final Premium Audit	35,582.00

Total

35,582.00

Thank you

2006 OCT 23 PM 2 20
 WORKERS COMP.
 HIDALGO COUNTY

Alamo Insurance Group, Inc.
 (210)930-6665

Date
10/19/2006



October 19, 2006

Hidalgo County
Charlie Montgomery
100 E. Cano
2nd Floor
Edinburg, TX 78539

RE: Hidalgo County
Workers Compensation Policy # AGC-9610-TX
Policy Term: 07/01/2005 to 07/01/2006

Dear Mr. Montgomery:

Enclosed please find the final audit issued effective 07/01/2006 on your Workers Compensation policy with Safety National Casualty Corp.. This audit reflects an additional premium as per our attached invoice. We ask that you remit payment accordingly upon receipt.

Since this modifies the original policy, please remember to file the final audit with your original policy.

We ask that you review the final audit for accuracy and advise us within the next 10 days if there are any discrepancies. Please note we only have a limited amount of time to return the final audit to the carrier as disputed.

We trust you will find this in order, however, please contact us should you have any questions or need any other assistance.

Thank you for providing us the opportunity to serve as your insurance broker.

Sincerely,

A handwritten signature in black ink, appearing to read "Ruth Garza", is written over a faint circular stamp.

Ruth Garza
Account Representative

3201 Cherry Ridge Drive
Suite D405
San Antonio, Texas 78230

V 210•930•6665
F 210•930•1838

alamogrp@alamoinsgrp.com

2006 OCT 23 PM 2 19
HIDALGO COUNTY
WORKERS COMP.

HIDALGO COUNTY

VOLUNTARY PAYROLL RESULTS

POLICY#: AGC-9610-TX

LIABILITY PERIOD: 07/01/05-06

AUDIT PERIOD: 07/01/05-06

CODE	PAYROLL	RATE	PREMIUM
3724	\$147,655	10.25	\$15,135
4511	\$405,963	2.07	\$8,403
5190	\$182,730	11.17	\$20,411
5191	\$165,956	2.48	\$4,116
5403	\$200,974	19.40	\$38,989
5506	\$3,018,550	17.88	\$539,717
5606	\$37,513	4.00	\$1,501
6219	\$8,219	12.66	\$1,041
7590	\$1,035,709	15.62	\$161,778
7704	\$198,624	5.16	\$10,249
7720	\$23,568,055	7.96	\$1,876,017
8391	\$662,767	6.60	\$43,743
8601	\$153,778	1.24	\$1,907
8742	\$4,449,687	1.08	\$48,057
8809	\$239,418	0.79	\$1,891
8810	\$25,556,796	0.66	\$168,675
8820	\$4,144,932	0.48	\$19,896
8828	\$44,841	10.17	\$4,560
8831	\$196,898	3.37	\$6,635
8833	\$7,880,965	2.81	\$221,455
8838	\$141,643	1.14	\$1,615
8868	\$9,727,469	1.64	\$159,530
9014	\$1,984,980	10.61	\$210,606
9079	\$26,435	6.77	\$1,790
9101	\$1,951,900	12.20	\$238,132
9102	\$715,791	8.34	\$59,697

\$86,848,248 \$3,865,544

TOTAL MANUAL PREMIUM \$3,865,544

EXPERIENCE MODIFICATION 1.00

TOTAL STANDARD PREMIUM \$3,865,544

PREMIUM RATE 6.176%

AUDITED PREMIUM \$238,736

MINIMUM PREMIUM \$192,996

DEPOSIT \$203,154

ADDITIONAL/(RETURN) PREMIUM DUE \$35,582

HIDALGO COUNTY
WORKERS' COMP.
2006 OCT 23 PM 2 20

AI-835

16.C.

**WIC-create one temp. slot
CC REGULAR**

Date: 10/31/2006
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

WIC

1. Discussion, Consideration and Approval to create one temporary slot to replace employee currently on Military Leave not to exceed 6 months and or December 31, 2006.

*Slot # 350-001-7-**T219** - LVN

2. Approval to set salary at \$15.38 per hour (\$ 32,000.00 annually)

3. Approval of revised salary schedule

BACKGROUND

See Fiscal Impact.

Revenue & Expenditures

FISCAL YEAR: 2006/2007

ACCT. #: 6-1292-441-00-350-001-7-121

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding in place/approved by CC on 09-26-06.

Attachments

Link: [Reivsed Salary Schedule](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Rosie Cantu	Started On: 10/23/2006 10:23 AM	
Final Approval Date:				

**HIDALGO COUNTY
COMMISSIONER COURT
2006 SALARY SCHEDULE**

**1292-441-00-350-001-7
WIC ADM**

Slot #	Obj Code	POSITION TITLE	2005 BUDGETED SALARY	2006 ADJUSTED SALARY	2006 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2006 BUDGETED SALARY APPROVED	2006 ACTUAL SALARY	Other Allowances					2006 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	112	WIC DIRECTOR	\$78,950.00	\$0.00	\$78,950.00	0.03	\$2,368.50	\$0.50	\$81,319.00	\$81,319.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$81,319.00
2	113	CLERK	\$17,472.00	(\$832.00)	\$16,640.00	0.03	\$499.20	\$0.00	\$17,139.20	\$17,139.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,139.00
3	113	CLERK	\$19,692.00	\$0.00	\$19,692.00	0.03	\$591.00	\$0.00	\$20,283.00	\$20,283.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,283.00
4	113	LVN	\$38,000.00	\$0.00	\$38,000.00	0.03	\$1,140.00	\$0.00	\$39,140.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
5	113	WCS I	\$23,848.00	(\$2,174.00)	\$21,674.00	0.03	\$650.22	\$0.00	\$22,324.22	\$22,324.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,324.00
6	113	CLERK	\$18,261.00	\$0.00	\$18,261.00	0.03	\$548.00	\$0.00	\$18,809.00	\$18,809.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,809.00
7	113	CLERK	\$18,755.00	\$0.00	\$18,755.00	0.03	\$563.00	\$0.00	\$19,318.00	\$19,318.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,318.00
8	113	LVN	\$32,000.00	\$0.00	\$32,000.00	0.03	\$960.00	\$0.00	\$32,960.00	\$32,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,960.00
10	113	BF CONSULTANT	\$46,000.00	\$0.00	\$46,000.00	0.03	\$1,380.00	\$0.00	\$47,380.00	\$47,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,380.00
12	113	CLERK	\$19,111.00	\$0.00	\$19,111.00	0.03	\$573.00	\$0.00	\$19,684.00	\$19,684.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,684.00
13	113	WCS I	\$24,301.00	\$0.00	\$24,301.00	0.03	\$729.00	\$0.00	\$25,030.00	\$25,030.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,030.00
14	113	NUTRITIONIST	\$42,000.00	\$0.00	\$42,000.00	0.03	\$1,260.00	\$0.00	\$43,260.00	\$43,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,260.00
15	113	CLERK	\$28,266.00	\$0.00	\$28,266.00	0.03	\$848.00	\$0.00	\$29,114.00	\$29,114.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,114.00
16	113	ADMIN TECH II	\$40,446.00	\$0.00	\$40,446.00	0.03	\$1,213.00	\$0.00	\$41,659.00	\$41,659.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,659.00
17	113	CLINIC AIDE	\$20,431.00	\$0.00	\$20,431.00	0.03	\$613.00	\$0.00	\$21,044.00	\$21,044.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,044.00
18	113	CLERK	\$26,635.00	\$0.00	\$26,635.00	0.03	\$799.00	\$0.00	\$27,434.00	\$27,434.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,434.00
19	113	CLERK	\$20,090.00	\$0.00	\$20,090.00	0.03	\$603.00	\$0.00	\$20,693.00	\$20,693.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,693.00
20	113	CLERK	\$26,636.00	\$0.00	\$26,636.00	0.03	\$799.00	\$0.00	\$27,435.00	\$27,435.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,435.00
21	113	CLERK	\$25,364.00	\$0.00	\$25,364.00	0.03	\$761.00	\$0.00	\$26,125.00	\$26,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,125.00
22	113	CLERK	\$24,651.00	\$0.00	\$24,651.00	0.03	\$740.00	\$0.00	\$25,391.00	\$25,391.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,391.00
23	113	CLERK	\$20,802.00	\$0.00	\$20,802.00	0.03	\$624.00	\$0.00	\$21,426.00	\$21,426.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,426.00
24	113	NE/BF COORDIN	\$51,000.00	\$0.00	\$51,000.00	0.03	\$1,530.00	\$0.00	\$52,530.00	\$52,530.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,530.00
25	113	REGISTER DIET	\$43,000.00	\$0.00	\$43,000.00	0.03	\$1,290.00	\$0.00	\$44,290.00	\$44,290.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,290.00
26	113	WCS I	\$25,268.00	\$0.00	\$25,268.00	0.03	\$758.00	\$0.00	\$26,026.00	\$26,026.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,026.00
27	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
28	113	NUTRITIONIST	\$38,000.00	(\$2,000.00)	\$36,000.00	0.03	\$1,080.00	\$0.00	\$37,080.00	\$37,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,080.00
29	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
30	113	WAREHOUSE CLERK	\$21,072.00	\$0.00	\$21,072.00	0.03	\$632.00	\$0.00	\$21,704.00	\$21,704.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,704.00
31	113	WCS I	\$25,636.00	(\$2,636.00)	\$23,000.00	0.03	\$690.00	(\$1,030.00)	\$22,660.00	\$22,660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,660.00
32	113	CLERK	\$21,910.00	\$0.00	\$21,910.00	0.03	\$657.00	\$0.00	\$22,567.00	\$22,567.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,567.00
33	113	CLERK II	\$27,171.00	\$0.00	\$27,171.00	0.03	\$815.00	\$0.00	\$27,986.00	\$27,986.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,986.00
34	113	PERSONNEL DIRECTOR/BUDGET	\$50,188.00	\$0.00	\$50,188.00	0.03	\$1,506.00	\$0.00	\$51,694.00	\$51,694.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,694.00
35	114	CLEANING AIDE	\$9,062.00	\$0.00	\$9,062.00	0.03	\$272.00	\$0.00	\$9,334.00	\$9,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,334.00
36	113	CLERK	\$24,646.00	\$0.00	\$24,646.00	0.03	\$739.00	\$0.00	\$25,385.00	\$25,385.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,385.00
39	113	CLINIC AIDE	\$21,674.00	\$0.00	\$21,674.00	0.03	\$650.00	\$0.00	\$22,324.00	\$22,324.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,324.00
40	113	CLERK II	\$28,266.00	\$0.00	\$28,266.00	0.03	\$848.00	\$0.00	\$29,114.00	\$29,114.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,114.00

**HIDALGO COUNTY
COMMISSIONER COURT
2006 SALARY SCHEDULE**

**1292-441-00-350-001-7
WIC ADM**

Slot #	Obj Code	POSITION TITLE	2005 BUDGETED SALARY	2006 ADJUSTED SALARY	2006 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2006 BUDGETED SALARY APPROVED	2006 ACTUAL SALARY	Other Allowances					2006 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
41	113	CLERK	\$23,996.00	\$0.00	\$23,996.00	0.03	\$720.00	\$0.00	\$24,716.00	\$24,716.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,716.00
42	113	CLINIC AIDE	\$17,594.00	(\$954.00)	\$16,640.00	0.03	\$499.20	\$0.00	\$17,139.20	\$17,139.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,139.00
43	113	BF CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
44	113	CLERK	\$17,594.00	\$0.00	\$17,594.00	0.03	\$528.00	\$0.00	\$18,122.00	\$18,122.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,122.00
45	113	CLERK	\$23,538.00	\$0.00	\$23,538.00	0.03	\$706.00	\$0.00	\$24,244.00	\$24,244.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,244.00
46	113	CLERK II	\$29,937.00	\$0.00	\$29,937.00	0.03	\$898.00	\$0.00	\$30,835.00	\$30,835.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,835.00
47	113	CLERK	\$17,594.00	\$0.00	\$17,594.00	0.03	\$528.00	\$0.00	\$18,122.00	\$18,122.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,122.00
48	113	CLERK	\$20,802.00	\$0.00	\$20,802.00	0.03	\$624.00	\$0.00	\$21,426.00	\$21,426.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,426.00
49	113	CLERK	\$17,472.00	\$0.00	\$17,472.00	0.03	\$524.16	\$0.00	\$17,996.16	\$17,996.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,996.00
50	113	CLERK	\$26,636.00	\$0.00	\$26,636.00	0.03	\$799.00	\$0.00	\$27,435.00	\$27,435.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,435.00
51	113	WCS I	\$24,301.00	\$0.00	\$24,301.00	0.03	\$729.00	\$0.00	\$25,030.00	\$25,030.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,030.00
52	113	CLERK	\$26,103.00	\$0.00	\$26,103.00	0.03	\$783.00	\$0.00	\$26,886.00	\$26,886.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,886.00
53	113	LVN	\$36,000.00	\$0.00	\$36,000.00	0.03	\$1,080.00	\$0.00	\$37,080.00	\$37,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,080.00
54	113	CLERK	\$17,472.00	\$0.00	\$17,472.00	0.03	\$524.00	\$0.00	\$17,996.00	\$17,996.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,996.00
55	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
57	113	WCS I	\$24,444.00	\$0.00	\$24,444.00	0.03	\$733.00	\$0.00	\$25,177.00	\$25,177.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,177.00
59	113	CLINIC MANAGER	\$36,000.00	\$0.00	\$36,000.00	0.03	\$1,080.00	\$0.00	\$37,080.00	\$37,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,080.00
60	113	CLERK	\$17,472.00	\$0.00	\$17,472.00	0.03	\$524.00	\$0.00	\$17,996.00	\$17,996.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,996.00
61	113	NUTRITIONIST	\$42,000.00	\$0.00	\$42,000.00	0.03	\$1,260.00	\$0.00	\$43,260.00	\$43,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,260.00
62	113	CLERK	\$18,122.00	(\$650.00)	\$17,472.00	0.03	\$524.16	\$0.00	\$17,996.16	\$17,996.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,996.00
63	113	NUTRITIONIST	\$50,400.00	\$0.00	\$50,400.00	0.03	\$1,512.00	\$0.00	\$51,912.00	\$51,912.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,912.00
64	113	NUTRITIONIST	\$38,000.00	\$0.00	\$38,000.00	0.03	\$1,140.00	\$0.00	\$39,140.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
65	113	WCS I	\$25,040.00	\$0.00	\$25,040.00	0.03	\$751.00	\$0.00	\$25,791.00	\$25,791.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,791.00
66	113	CLERK	\$26,166.00	\$0.00	\$26,166.00	0.03	\$785.00	\$0.00	\$26,951.00	\$26,951.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,951.00
67	113	CLINIC AIDE	\$22,756.00	\$0.00	\$22,756.00	0.03	\$683.00	\$0.00	\$23,439.00	\$23,439.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,439.00
68	113	CLERK	\$17,472.00	\$0.00	\$17,472.00	0.03	\$524.00	\$0.00	\$17,996.00	\$17,996.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,996.00
69	113	CLERK	\$24,716.00	\$0.00	\$24,716.00	0	\$0.00	\$0.00	\$24,716.00	\$24,716.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,716.00
70	113	CLERK	\$18,755.00	\$0.00	\$18,755.00	0.03	\$563.00	\$0.00	\$19,318.00	\$19,318.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,318.00
71	113	CLERK	\$22,756.00	\$0.00	\$22,756.00	0.03	\$683.00	\$0.00	\$23,439.00	\$23,439.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,439.00
72	113	CLINIC AIDE	\$25,883.00	\$0.00	\$25,883.00	0.03	\$776.00	\$0.00	\$26,659.00	\$26,659.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,659.00
73	113	CLERK	\$19,193.00	\$0.00	\$19,193.00	0.03	\$576.00	\$0.00	\$19,769.00	\$19,769.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,769.00
74	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
75	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
76	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
77	113	NUTRITIONIST	\$39,500.00	\$0.00	\$39,500.00	0.03	\$1,185.00	\$0.00	\$40,685.00	\$40,685.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,685.00
78	113	CLINIC AIDE	\$19,693.00	\$0.00	\$19,693.00	0.03	\$591.00	\$0.00	\$20,284.00	\$20,284.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,284.00

**HIDALGO COUNTY
COMMISSIONER COURT
2006 SALARY SCHEDULE**

**1292-441-00-350-001-7
WIC ADM**

Slot #	Obj Code	POSITION TITLE	2005 BUDGETED SALARY	2006 ADJUSTED SALARY	2006 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2006 BUDGETED SALARY APPROVED	2006 ACTUAL SALARY	Other Allowances					2006 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
79	113	CLERK	\$23,538.00	\$0.00	\$23,538.00	0.03	\$706.00	\$0.00	\$24,244.00	\$24,244.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,244.00
80	113	CLERK	\$17,472.00	\$0.00	\$17,472.00	0.03	\$524.00	\$0.00	\$17,996.00	\$17,996.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,996.00
81	114	CLERK	\$14,066.00	\$0.00	\$14,066.00	0.03	\$422.00	\$0.00	\$14,488.00	\$14,488.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,488.00
82	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
83	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
84	113	CLERK	\$17,594.00	\$0.00	\$17,594.00	0.03	\$528.00	\$0.00	\$18,122.00	\$18,122.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,122.00
85	114	CLEANING AIDE	\$9,062.00	\$0.00	\$9,062.00	0.03	\$272.00	\$0.00	\$9,334.00	\$9,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,334.00
86	114	CLEANING AIDE	\$9,062.00	\$0.00	\$9,062.00	0.03	\$272.00	\$0.00	\$9,334.00	\$9,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,334.00
87	114	CLEANING AIDE	\$9,062.00	\$0.00	\$9,062.00	0.03	\$272.00	\$0.00	\$9,334.00	\$9,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,334.00
88	114	CLEANING AIDE	\$9,062.00	\$0.00	\$9,062.00	0.03	\$272.00	\$0.00	\$9,334.00	\$9,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,334.00
89	113	CLERK	\$17,472.00	\$0.00	\$17,472.00	0.03	\$524.16	(\$857.16)	\$17,139.00	\$16,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,640.00
90	113	BF CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
91	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
92	113	CLINIC AIDE	\$17,472.00	\$0.00	\$17,472.00	0.03	\$524.00	\$0.00	\$17,996.00	\$17,996.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,996.00
93	113	CLINIC AIDE	\$21,674.00	\$0.00	\$21,674.00	0.03	\$650.00	\$0.00	\$22,324.00	\$22,324.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,324.00
94	113	CLINIC MANAGER	\$38,325.00	\$0.00	\$38,325.00	0.03	\$1,150.00	\$0.00	\$39,475.00	\$39,475.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,475.00
95	113	LVN-CLINIC MGR.	\$35,500.00	\$0.00	\$35,500.00	0.03	\$1,065.00	\$515.00	\$37,080.00	\$37,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,080.00
97	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
98	114	CLEANING AIDE	\$9,062.00	\$0.00	\$9,062.00	0.03	\$272.00	\$0.00	\$9,334.00	\$9,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,334.00
100	114	CLEANING AIDE	\$13,038.00	\$0.00	\$13,038.00	0.03	\$391.00	\$0.00	\$13,429.00	\$13,429.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,429.00
102	113	BF PEER CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
103	113	CLINIC AIDE	\$17,472.00	\$0.00	\$17,472.00	0.03	\$524.00	(\$857.00)	\$17,139.00	\$16,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,640.00
104	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	(\$1,527.00)	\$17,139.00	\$16,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,640.00
105	113	CLINIC AIDE	\$20,069.00	(\$407.83)	\$19,661.17	0.03	\$589.83	\$0.00	\$20,251.00	\$20,251.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,251.00
106	114	CLEANING AIDE	\$9,062.00	\$0.00	\$9,062.00	0.03	\$272.00	\$0.00	\$9,334.00	\$9,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,334.00
107	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
108	113	CLINIC MANAGER	\$37,500.00	\$0.00	\$37,500.00	0.03	\$1,125.00	\$0.00	\$38,625.00	\$38,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,625.00
109	113	DELIVERY CLERK/DRIVER	\$20,431.00	\$0.00	\$20,431.00	0.03	\$613.00	\$0.00	\$21,044.00	\$21,044.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,044.00
110	113	CLERK	\$17,597.00	\$0.00	\$17,597.00	0.03	\$528.00	\$0.00	\$18,125.00	\$18,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,125.00
111	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
112	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
113	113	CLERK	\$17,597.00	(\$957.19)	\$16,639.81	0.03	\$499.19	\$0.00	\$17,139.00	\$17,139.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,139.00
114	113	CLINIC AIDE	\$19,693.00	\$0.00	\$19,693.00	0.03	\$591.00	\$0.00	\$20,284.00	\$16,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,640.00
115	113	CLINIC AIDE	\$19,693.00	\$0.00	\$19,693.00	0.03	\$591.00	\$0.00	\$20,284.00	\$20,284.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,284.00
116	113	NUTRITIONIST	\$36,000.00	\$0.00	\$36,000.00	0.03	\$1,080.00	\$0.00	\$37,080.00	\$37,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,080.00
117	113	CLEANING AIDE	\$17,597.00	\$0.00	\$17,597.00	0.03	\$528.00	\$0.00	\$18,125.00	\$18,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,125.00

**HIDALGO COUNTY
COMMISSIONER COURT
2006 SALARY SCHEDULE**

**1292-441-00-350-001-7
WIC ADM**

Slot #	Obj Code	POSITION TITLE	2005 BUDGETED SALARY	2006 ADJUSTED SALARY	2006 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2006 BUDGETED SALARY APPROVED	2006 ACTUAL SALARY	Other Allowances					2006 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
118	113	ADMIN CLERK	\$24,444.00	\$0.00	\$24,444.00	0.03	\$733.00	\$0.00	\$25,177.00	\$25,177.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,177.00
119	113	REGISTERED DIETICIAN	\$38,000.00	\$0.00	\$38,000.00	0.03	\$1,140.00	\$0.00	\$39,140.00	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00
120	113	LVN	\$33,596.00	\$0.00	\$33,596.00	0.03	\$1,008.00	\$0.00	\$34,604.00	\$34,604.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,604.00
122	113	CLERK	\$17,472.00	\$0.00	\$17,472.00	0.03	\$524.00	\$0.00	\$17,996.00	\$17,996.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,996.00
123	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
124	113	CLERK	\$17,597.00	\$0.00	\$17,597.00	0.03	\$528.00	\$0.00	\$18,125.00	\$18,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,125.00
125	113	LVN	\$35,500.00	\$0.00	\$35,500.00	0.03	\$1,065.00	\$0.00	\$36,565.00	\$36,565.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,565.00
126	113	CLINIC MANAGER	\$37,500.00	\$0.00	\$37,500.00	0.03	\$1,125.00	\$0.00	\$38,625.00	\$38,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,625.00
127	113	CLERK	\$18,235.00	\$0.00	\$18,235.00	0.03	\$547.00	\$0.00	\$18,782.00	\$18,782.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,782.00
128	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
129	113	LVN-CLINIC MGR.	\$35,600.00	\$0.00	\$35,600.00	0.03	\$1,068.00	\$412.00	\$37,080.00	\$37,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,080.00
130	113	CLERK	\$18,235.00	\$0.00	\$18,235.00	0.03	\$547.00	(\$116.00)	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
131	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
132	113	LVN	\$35,600.00	\$0.00	\$35,600.00	0.03	\$1,068.00	\$0.00	\$36,668.00	\$36,668.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,668.00
133	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
134	113	CLERK	\$18,235.00	(\$531.00)	\$17,704.00	0.03	\$531.12	\$0.00	\$18,235.12	\$18,235.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,235.00
135	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
136	113	CLERK	\$17,597.00	\$0.00	\$17,597.00	0.03	\$528.00	\$0.00	\$18,125.00	\$18,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,125.00
137	113	LVN	\$35,600.00	\$0.00	\$35,600.00	0.03	\$1,068.00	\$0.00	\$36,668.00	\$36,668.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,668.00
139	113	CLERK	\$18,235.00	\$0.00	\$18,235.00	0.03	\$547.00	\$0.00	\$18,782.00	\$18,782.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,782.00
140	113	CLINIC MANAGER	\$37,500.00	\$0.00	\$37,500.00	0.03	\$1,125.00	\$0.00	\$38,625.00	\$38,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,625.00
141	113	LVN	\$34,000.00	\$0.00	\$34,000.00	0.03	\$1,020.00	\$1,648.00	\$36,668.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
143	113	NUTRITIONIST	\$38,000.00	\$0.00	\$38,000.00	0.03	\$1,140.00	(\$2,060.00)	\$37,080.00	\$36,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,000.00
144	113	CLERK	\$18,235.00	\$0.00	\$18,235.00	0.03	\$547.00	\$0.00	\$18,782.00	\$18,782.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,782.00
145	113	CLERK	\$17,472.00	(\$832.00)	\$16,640.00	0.03	\$499.20	\$0.00	\$17,139.20	\$17,139.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,139.00
146	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	(\$2,026.00)	\$16,640.00	\$16,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,640.00
147	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
148	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
149	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
151	113	AREA COORD	\$57,000.00	\$0.00	\$57,000.00	0.03	\$1,710.00	\$0.00	\$58,710.00	\$58,710.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,710.00
152	113	CLERK	\$22,907.00	\$0.00	\$22,907.00	0.03	\$687.00	\$0.00	\$23,594.00	\$23,594.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,594.00
153	113	LVN	\$35,500.00	\$0.00	\$35,500.00	0.03	\$1,065.00	\$0.00	\$36,565.00	\$36,565.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,565.00
154	113	CLERK	\$18,122.00	(\$1,482.00)	\$16,640.00	0.03	\$499.20	\$0.00	\$17,139.20	\$17,139.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,139.00
155	113	NUTRITIONIST	\$38,000.00	\$0.00	\$38,000.00	0.03	\$1,140.00	\$0.00	\$39,140.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
156	113	CLINIC MANAGER	\$37,000.00	\$0.00	\$37,000.00	0.03	\$1,110.00	\$0.00	\$38,110.00	\$38,110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,110.00
157	113	REGISTERED DIETICIAN	\$38,000.00	\$0.00	\$38,000.00	0.03	\$1,140.00	\$3,102.00	\$42,242.00	\$42,242.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,242.00

**HIDALGO COUNTY
COMMISSIONER COURT
2006 SALARY SCHEDULE**

**1292-441-00-350-001-7
WIC ADM**

Slot #	Obj Code	POSITION TITLE	2005 BUDGETED SALARY	2006 ADJUSTED SALARY	2006 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2006 BUDGETED SALARY APPROVED	2006 ACTUAL SALARY	Other Allowances					2006 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
158	113	MAINTENANCE CLERK	\$21,670.00	\$0.00	\$21,670.00	0.03	\$650.00	\$0.00	\$22,320.00	\$22,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,320.00
159	113	LVN	\$35,500.00	\$0.00	\$35,500.00	0.03	\$1,065.00	\$0.00	\$36,565.00	\$36,565.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,565.00
160	114	CLEANING AIDE	\$9,062.00	\$0.00	\$9,062.00	0.03	\$272.00	\$0.00	\$9,334.00	\$9,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,334.00
163	113	CLEANING AIDE	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
164	113	CLINIC AIDE	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	(\$1,527.00)	\$17,139.00	\$16,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,640.00
166	113	CLERK	\$19,811.00	\$0.00	\$19,811.00	0.03	\$594.00	\$0.00	\$20,405.00	\$20,405.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,405.00
167	114	CLEANING AIDE	\$9,062.00	\$0.00	\$9,062.00	0.03	\$272.00	\$0.00	\$9,334.00	\$9,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,334.00
168	113	WCS II	\$32,789.00	\$0.00	\$32,789.00	0.03	\$984.00	\$0.00	\$33,773.00	\$33,773.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,773.00
169	113	WCS I	\$31,598.00	\$0.00	\$31,598.00	0.03	\$948.00	\$0.00	\$32,546.00	\$32,546.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,546.00
170	113	WCS I	\$31,598.00	\$0.00	\$31,598.00	0.03	\$948.00	\$0.00	\$32,546.00	\$32,546.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,546.00
171	113	WCS I	\$31,598.00	\$0.00	\$31,598.00	0.03	\$948.00	\$0.00	\$32,546.00	\$32,546.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,546.00
172	113	WCS I	\$31,598.00	\$0.00	\$31,598.00	0.03	\$948.00	\$0.00	\$32,546.00	\$32,546.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,546.00
173	113	WCS I	\$31,598.00	\$0.00	\$31,598.00	0.03	\$948.00	\$0.00	\$32,546.00	\$32,546.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,546.00
174	113	CLINIC MANAGER	\$36,000.00	\$0.00	\$36,000.00	0.03	\$1,080.00	\$0.00	\$37,080.00	\$37,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,080.00
175	113	CLINIC MANAGER	\$36,000.00	\$0.00	\$36,000.00	0.03	\$1,080.00	\$0.00	\$37,080.00	\$37,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,080.00
178	113	NUTRITIONIST	\$38,000.00	\$0.00	\$38,000.00	0.03	\$1,140.00	\$0.00	\$39,140.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
179	113	CLEANING AIDE	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
181	113	CLINIC AIDE	\$17,472.00	(\$832.00)	\$16,640.00	0.03	\$499.20	\$0.00	\$17,139.20	\$17,139.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,139.00
182	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
184	113	CLINIC AIDE	\$17,597.00	\$0.00	\$17,597.00	0.03	\$528.00	(\$986.00)	\$17,139.00	\$16,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,640.00
185	113	LVN	\$34,000.00	\$0.00	\$34,000.00	0.03	\$1,020.00	\$0.00	\$35,020.00	\$35,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,020.00
186	113	CLERK	\$17,472.00	\$0.00	\$17,472.00	0.03	\$524.00	\$0.00	\$17,996.00	\$17,996.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,996.00
187	113	CLERK	\$17,472.00	(\$832.00)	\$16,640.00	0.03	\$499.20	\$0.00	\$17,139.20	\$17,139.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,139.00
188	113	WCS I	\$23,144.00	\$0.00	\$23,144.00	0.03	\$694.00	\$0.00	\$23,838.00	\$23,838.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,838.00
189	113	WCS I	\$23,144.00	\$0.00	\$23,144.00	0.03	\$694.00	\$0.00	\$23,838.00	\$23,838.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,838.00
190	113	CLERK	\$17,597.00	\$0.00	\$17,597.00	0.03	\$528.00	\$0.00	\$18,125.00	\$18,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,125.00
191	113	CLERK	\$17,597.00	\$0.00	\$17,597.00	0.03	\$528.00	\$0.00	\$18,125.00	\$18,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,125.00
192	113	CLERK	\$17,597.00	\$0.00	\$17,597.00	0.03	\$528.00	\$0.00	\$18,125.00	\$18,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,125.00
193	113	CLINIC AIDE	\$17,597.00	\$0.00	\$17,597.00	0.03	\$528.00	(\$986.00)	\$17,139.00	\$16,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,640.00
194	114	CLEANING AIDE	\$8,797.00	\$0.00	\$8,797.00	0.03	\$264.00	\$0.00	\$9,061.00	\$9,061.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,061.00
195	114	CLEANING AIDE	\$8,797.00	\$0.00	\$8,797.00	0.03	\$264.00	\$0.00	\$9,061.00	\$9,061.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,061.00
196	113	NUTRITIONIST	\$38,000.00	\$0.00	\$38,000.00	0.03	\$1,140.00	\$0.00	\$39,140.00	\$39,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,140.00
197	113	CLINIC AIDE	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
198	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.03	\$544.00	\$0.00	\$18,666.00	\$18,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,666.00
200	113	AREA COORD	\$50,000.00	\$0.00	\$50,000.00	0.03	\$1,500.00	\$0.00	\$51,500.00	\$51,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,500.00
202	113	NUTRITIONIST	\$36,000.00	\$0.00	\$36,000.00	0.03	\$1,080.00	\$0.00	\$37,080.00	\$37,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,080.00

**HIDALGO COUNTY
COMMISSIONER COURT
2006 SALARY SCHEDULE**

**1292-441-00-350-001-7
WIC ADM**

Slot #	Obj Code	POSITION TITLE	2005 BUDGETED SALARY	2006 ADJUSTED SALARY	2006 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2006 BUDGETED SALARY APPROVED	2006 ACTUAL SALARY	Other Allowances					2006 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
203	113	CLERK	\$17,597.00	\$0.00	\$17,597.00	0.03	\$528.00	\$0.00	\$18,125.00	\$18,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,125.00
204	113	CLINIC AIDE	\$17,597.00	\$0.00	\$17,597.00	0.03	\$528.00	\$0.00	\$18,125.00	\$18,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,125.00
205	113	LACTATION CONSULTANT	\$42,000.00	\$0.00	\$42,000.00	0.03	\$1,260.00	\$0.00	\$43,260.00	\$43,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,260.00
206	113	CLEANING AIDE	\$17,597.00	\$0.00	\$17,597.00	0.03	\$528.00	\$0.00	\$18,125.00	\$18,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,125.00
207	113	CLINIC AIDE	\$17,472.00	\$0.00	\$17,472.00	0.03	\$524.00	\$0.00	\$17,996.00	\$17,996.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,996.00
208	113	VENDOR LIASON	\$34,952.00	\$0.00	\$34,952.00	0.03	\$1,049.00	\$0.00	\$36,001.00	\$36,001.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,001.00
209	114	CLEANING AIDE	\$8,797.00	\$0.00	\$8,797.00	0.03	\$264.00	(\$491.00)	\$8,570.00	\$8,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,320.00
210	113	CLINIC AIDE	\$20,802.00	\$0.00	\$20,802.00	0.03	\$624.00	\$0.00	\$21,426.00	\$21,426.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,426.00
211	113	CLERK	\$16,640.00	(\$0.19)	\$16,639.81	0.03	\$499.19	\$0.00	\$17,139.00	\$17,139.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,139.00
212	113	CLERK	\$16,640.00	(\$0.19)	\$16,639.81	0.03	\$499.19	\$0.00	\$17,139.00	\$16,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,640.00
213	113	LVN	\$32,000.00	\$0.00	\$32,000.00	0.03	\$960.00	\$0.00	\$32,960.00	\$32,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,960.00
214	113	CLERK	\$0.00	\$16,640.00	\$16,640.00	0	\$0.00	\$499.00	\$17,139.00	\$17,139.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,139.00
215	113	CLINIC AIDE	\$0.00	\$16,640.00	\$16,640.00	0	\$0.00	\$0.00	\$16,640.00	\$16,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,640.00
216	114	CLEANING AIDE	\$0.00	\$8,320.00	\$8,320.00	0	\$0.00	\$0.00	\$8,320.00	\$8,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,320.00
217	113	LVN	\$0.00	\$32,000.00	\$32,000.00	0	\$0.00	\$0.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
218	113	LVN	\$0.00	\$32,000.00	\$32,000.00	0	\$0.00	\$0.00	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
NEW SLOT																
T219	121	LVN	\$0.00	\$32,000.00	\$32,000.00	0	\$0.00	\$0.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AI-886

16.D.

**Rescinding action of comp. of Const.Pct.5
CC REGULAR**

Date: 10/31/2006
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Discussion, Consideration and Action rescinding action taken by Commissioners Court on October 24, 2006 as it pertains to Agenda Item 18C, "Discussion, consideration and action regarding compensation of Constable Pct. #5"

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/27/2006 08:41 AM	APRV
2	Purchasing Department	Marty Salazar	10/27/2006 11:05 AM	APRV
3	Auditor's Office	Linda Fong	10/27/2006 01:38 PM	APRV
4	Agenda Coordinator	Monica Badillo	10/27/2006 04:42 PM	APRV

Form Started By: Rosie Cantu **Started On:** 10/25/2006 02:39 PM

Final Approval Date: 10/27/2006

AI-854

16.E.

**Acceptance of Subrogation Check for WC Claim
CC REGULAR**

Date: 10/31/2006
Submitted By: Flora Vazquez, SAFETY/WORKERS' COMP. DIVISION
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Agenda Item

CAPTION

Acceptance of Subrogation Check in the amount of \$ 22,500. from Texas Municipal League for Workers' Comp.Claim # 03107663.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-2202-360-00-000-000-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/26/2006 09:14 AM	APRV
2	Dale Kennan	Dale Kennan	10/26/2006 09:48 AM	APRV
3	Purchasing Department	Marty Salazar	10/26/2006 09:49 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 11:03 AM	APRV
5	Angelica Tapia	Angelica Tapia	10/27/2006 04:53 PM	APRV
6	Auditor's Office			PEND
7	Agenda Coordinator			

Form Started By: Flora Vazquez **Started On:** 10/24/2006 04:09 PM

Final Approval Date:

AI-813
INTER-DEPT. TRANSFER
CC REGULAR

16.F.

Date: 10/31/2006
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of Interdepartmental transfer from Co. Wide Adm. to Adult Prob
(Telephone)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006 **ACCT. #:** 6-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
FUNDING SOURCE: COUNTY WIDE CONT.

Attachments

Link: [INTER-DEPT. TRANSFER](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/20/2006 11:01 AM	APRV
2	Purchasing Department	Marty Salazar	10/20/2006 01:34 PM	APRV
3	Auditor's Office	Becky Morales	10/20/2006 05:44 PM	APRV
4	Agenda Coordinator	Monica Badillo	10/25/2006 11:01 AM	APRV

Form Started By: Rosie Cantu **Started On:** 10/19/2006 03:02 PM
Final Approval Date: 10/25/2006

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: October 30, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT for ADULT PROBATION

ACCOUNT NUMBER: 6-1100-423-00-320-001-0-XXX

CONTACT PERSON: ROSIE CANTU **TELEPHONE NO.** (956) 292-7025

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental Transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
6-1100-415-00-115-002-0- 899	CO WIDE ADMIN-CONTINGENCY	(11,000.00)
TO		
6-1100-423-00-320-001-0- 531	ADULT PROB-TELEPHONE	11,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: INTER DEPT. TRANSFER TO COVER NEGATIVE BALANCE AND EXPECTED EXPENSES.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-943

16.G.

**Inter-Dept. Co. Wide Adm. to Independent Audit - \$480.00
CC REGULAR**

Date: 10/31/2006
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of Inter-Departmental Transfer from Co. Wide Adm. to Independent Audit - \$480.00

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Transfer 480.00 to account # 6-1100-415-13-115-019-0-335 Independent Audit- Accounting & Auditing

Attachments

Link: [Inter-dept. Transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/27/2006 04:27 PM	APRV
2	Sergio Cruz	Sergio Cruz	10/27/2006 04:59 PM	APRV
3	Dale Kennan	Dale Kennan	10/30/2006 09:10 AM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Sergio Cruz **Started On:** 10/27/2006 03:52 PM

Final Approval Date:

AI-942

16.H.

Inter-Dept Co. Wide Adm. to Arbitrage Calc. - \$6,750.00

CC REGULAR

Date: 10/31/2006
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of Inter-Departmental Transfer from Co. Wide Adm. to Arbitrage Calc. - \$6,750.00

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Transfer 6750.00 to account # 6-1100-415-19-115-020-0-339 Arbitrage Calc-Other professional Srv

Attachments

Link: [Inter-dept. Transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/27/2006 04:29 PM	APRV
2	Sergio Cruz	Sergio Cruz	10/27/2006 04:59 PM	APRV
3	Dale Kennan	Dale Kennan	10/30/2006 09:03 AM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Sergio Cruz **Started On:** 10/27/2006 03:50 PM

Final Approval Date:

AI-944

16.I.

Inter-Dept. Co. Wide Adm. to Budget & Mgmt. - \$2,250.00

CC REGULAR

Date: 10/31/2006
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of Inter-Departmental from Co. Wide Adm. to Dept. of Budget & Mgmt. - \$2,250.00

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Inter-Dept. Transfer](#)
Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/27/2006 04:26 PM	APRV
2	Purchasing Department			NEW
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Sergio Cruz **Started On:** 10/27/2006 03:55 PM

Final Approval Date:

AI-894

16.J.

**Computer dept-inter transfer
CC REGULAR**

Date: 10/31/2006
Submitted By: Ruben Flores, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of inter-departmental transfer from Computer Dept to Info-Tech Dept.
(\$700.00).

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006 **ACCT. #:** 6-1100-415-00-200-002-0-745
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

available balance as of 10/27/06 is \$7,527.54
rc

Attachments

Link: [Inter-Dept transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/27/2006 09:21 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	10/27/2006 10:01 AM	APRV
3	Purchasing Department	Marty Salazar	10/27/2006 11:06 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 11:19 AM	APRV
5	Arcy Duran	Arcilia Duran	10/27/2006 12:05 PM	APRV
6	Janie Lozano	Janie Lozano	10/27/2006 01:48 PM	APRV
7	Linda Fong	Linda Fong	10/27/2006 01:56 PM	APRV
8	Agenda Coordinator	Monica Badillo	10/27/2006 04:42 PM	APRV

Form Started By: Ruben Flores

Started On: 10/25/2006 03:20 PM

Final Approval Date: 10/27/2006

DATE: 24 OCT 2006

DEPARTMENT HEAD: RENAN RAMIREZ

DEPARTMENT NAME: IT DEPT

ACCOUNT NUMBER: 6-1100-415-00-200-XXX-0-XXX

CONTACT PERSON: GRISELDA SALAZAR

TELEPHONE NO. 956.292.7010 EXT 6018

SUBJECT: Inter-departmental Transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental Transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
6-1100-415-00-200-002-0-745	COMPUTER DEPT- COMPUTER EQUIPMENT	\$ 700.00
TO		
6-1100-415-00-200-001-0-601	INFO TECH DEPT- OFFICE SUPPLIES	\$ 700.00
		\$ 700.00

TOTAL BUDGET INCREASE (DECREASE)

Reason: TRANSFER FUNDS TO COVER FUTURE EXPENSES.

DEPARTMENT HEAD SIGNATURE

24 OCT 06
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-892
Budget Amendment
CC REGULAR

16.K.

Date: 10/31/2006
Submitted By: Stephanie Palacios, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of Appropriation of funds - IT Dept. - JP Fund 1242

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Budget Amendment Form](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/27/2006 09:21 AM	APRV
2	Purchasing Department	Marty Salazar	10/27/2006 11:06 AM	APRV
3	Auditor's Office	Linda Fong	10/27/2006 11:24 AM	APRV
4	Angelica Tapia	Angelica Tapia	10/27/2006 05:01 PM	APRV
5	Auditor's Office			PEND
6	Agenda Coordinator			

Form Started By: Stephanie Palacios

Started On: 10/25/2006 02:56 PM

Final Approval Date:

AI-896

16.L.

**Approval to Reimburse Tristar Risk Management
CC REGULAR**

Date: 10/31/2006
Submitted By: Flora Vazquez, SAFETY/WORKERS' COMP. DIVISION
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of reimbursement to the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of \$ 42,567.35 for the period of 10/01/06-10/15/06 and requesting approval of wire transfer.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Certification of WC Claims paid by Tristar Risk Management](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/27/2006 09:30 AM	APRV
2	Dale Kennan	Dale Kennan	10/27/2006 09:48 AM	APRV
3	Purchasing Department	Marty Salazar	10/27/2006 11:07 AM	APRV
4	Auditor's Office	Linda Fong	10/27/2006 01:40 PM	APRV
5	Agenda Coordinator	Monica Badillo	10/27/2006 04:42 PM	APRV
Form Started By: Flora Vazquez			Started On: 10/25/2006 03:24 PM	
Final Approval Date: 10/27/2006				

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: October 1-15, 2006.

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$ 42,567.35.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 313255 thru 313425) on behalf of injured employees from 10/01/2006 to 10/15/2006:

- | | | |
|-----|-------------------------------------|---------------------|
| 1). | Hidalgo County | \$ <u>37,055.29</u> |
| 2). | Hidalgo County Headstart Program | \$ <u>5,124.93</u> |
| 3). | Community Service Agency | \$ <u>387.93</u> |
| 4). | Hidalgo County Urban County Program | \$ <u>00.00</u> |
| 5). | Drainage District #1 | \$ <u>00.00</u> |

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT \$ 42,567.35

Budget Office/Workers' Comp. Division is requesting approval of this payment on the Commissioners' Court Agenda of October 31, 2006.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: \$ < 270,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Mellon Bank in California. (estimate) \$ 227,432.65

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register to ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Mellon Bank in California) no later than the 10th day of the following month.

Commissioner's Court Approval

Date

AI-945

16.M.

Inter-Dept. - Co. Wide Adm. to General Litigation - \$75,000.00

CC REGULAR

Date: 10/31/2006
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of Inter-Departmental Transfer from Co. Wide Adm. to General Litigation - \$75,000.00

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Inter-Dept. Transfer](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management			NEW
2	Purchasing Department			
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Sergio Cruz **Started On:** 10/27/2006 04:32 PM

Final Approval Date:
