

AI-1701

8.A.

**City of La Villa - Street Imp.
CC REGULAR**

Date: 12/28/2006
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Approval to award a Construction Contract to Sascon, Inc. for street improvements to 10th Street (Cardinal Street) using Urban County Program Year 17 (2004) and Year 18 (2005) City of La Villa Street Improvement funds in the amount of \$87,107.50.

BACKGROUND

The City of La Villa requests approval of the lowest sole bid submitted by Sascon Inc. in conjunction with the 2004/2005 Street Improvement Project. The construction consists of improvements to the 10th Street (Cardinal Street) to include, but not limited to curb & gutter and 5' sidewalk. The Construction Contract shall be in the amount of \$87,107.50. See attached bid tabulation, sole bid received, recommendation from project engineer and recommendation to approve award from the City of La Villa.

Contractor: Sascon, Inc.
Contract Amount: \$87,107.50
Funds Available: \$44,538.20 (Year 17 - 2004)
\$90,348.46 (Year 18 - 2005)

Revenue & Expenditures

Attachments

Link: [City of La Villa - Street Imp.](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/20/2006 10:54 AM	APRV
2	Sergio Cruz	Sergio Cruz	12/20/2006 01:15 PM	APRV
3	Purchasing Department	Marty Salazar	12/20/2006 02:06 PM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 02:25 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/22/2006 04:18 PM	APRV

Form Started By: Estella Webber

Started On: 12/19/2006 10:26 AM

Final Approval Date: 12/22/2006

City Administrator
Jaime Gutierrez
CDBG Coordinator
Margarita Perez
Municipal Judge
Diana Villareal



Mayor
Carlos Perez
Mayor Pro-Tem
Guadalupe Rangel Jr.
Aldermen
Juan Castro
Edward Garcia
Victor Garcia
Santiago Olivarez

Via Telefax 956 787-5291

December 14, 2006

Linda Sandoval
Program Coordinator
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

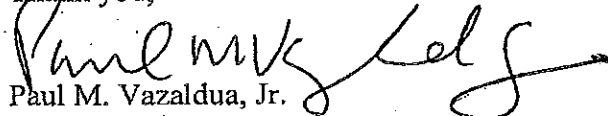
RE: Approval of 10th Street – Cardinal Street

Dear Mrs. Sandoval:

On Monday, December 11, 2006 the La Villa City Council accepted a bid from Sasscon Construction in the amount of \$87,107.50.

Please place on Commissioners Court agenda for their approval. Thank you very much for your time and attention in this matter.

Thank you,


Paul M. Vazaldua, Jr.

DEC 14 2006

aw

P.O. Box 60 • La Villa, Texas 78562 • Office (956) 262-2122 • Fax (956) 262-2516



November 20, 2006

The Honorable Rene Castillo, Mayor
City of La Villa
916 South Mike Chapa
La Villa, Texas 78593

ATTN: RENE CASTILLO, MAYOR
GUADALUPE RANGEL, MAYOR PRO-TEM
VICTOR GARCIA, ALDERMAN
EDWARD GARCIA, ALDERMAN
JUAN CASTRO, ALDERMAN
SANTIAGO OLIVAREZ, ALDERMAN

RE: Recommendation for Award
10th Street Improvement Project
Urban County No.50(03)04-45-0310-5100-4500

Dear Mayor Castillo,

Enclosed please find certified bid tabulations for the above referenced project. R. E. Garcia & Associates, after careful review of bid documents, does hereby recommend that the contract be awarded to Sascon, Inc., for a total base bid of \$87,107.50.

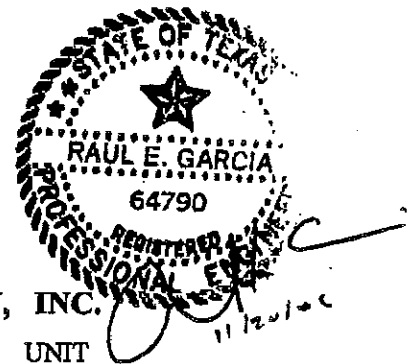
If you have any questions, please feel free to contact me.

Respectfully,

Raul E. Garcia, P.E., R.P.L.S.
Proprietor

DEC 13 2006

CITY OF LA VILLA
10TH STREET IMPROVEMENT PROJECT



SASCON, INC.

ITEM	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	UNIT TOTAL
1.	8" FLEXIBLE BASE	3,100 S.Y.	<u>\$ 8.20</u>	<u>\$25,420.00</u>
2.	1 1/2" H.M.A.C.	3,000 S.Y.	<u>\$ 8.50</u>	<u>\$25,500.00</u>
3.	CONCRETE CURB & GUTTER	1,500 S.Y.	<u>\$ 8.50</u>	<u>\$12,750.00</u>
4.	18" VALLEY GUTTER	350 L.F.	<u>\$10.00</u>	<u>\$ 3,500.00</u>
5.	6" CONCRETE PAVEMENT	1,375 S.F.	<u>\$ 4.90</u>	<u>\$ 6,737.50</u>
6.	5' SIDEWALK	600 L.F.	<u>\$22.00</u>	<u>\$13,200.00</u>
GRAND TOTAL BASE BID				<u>\$87,107.50</u>

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BID FOR LUMP SUM CONTRACTS

Place M.A. LENTR
 Date 11-14-06
 Project No. 50(03)04-45-0311-5100-4500

Proposal of SASCON Inc (hereinafter called "Bidder")

a Corporation * organized and existing under the laws of the state of Texas

To the **City of La Villa** (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the **10th Street Improvement Project**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **90 consecutive calendar days** thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **\$ 100.00** for each consecutive calendar day thereafter as herein after provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

* Insert corporation/ a partnership/ an individual doing business as _____

Bidder agrees to perform all of the **10th Street Improvement Project** work described in the specifications and show on the plans for the sum of _____

_____ (\$ _____) at the following unit prices:

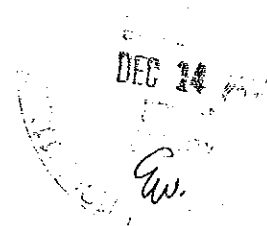
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

CITY OF LA VILLA
10TH STREET IMPROVEMENT PROJECT

ITEM	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	UNIT TOTAL
1.	8" FLEXIBLE BASE	3,100 S.Y.	\$ <u>8.20</u>	\$ <u>25420</u>
2.	1 1/2" H.M.A.C.	3,000 S.Y.	\$ <u>8.50</u>	\$ <u>25500</u>
3.	CONCRETE CURB & GUTTER	1,500 L.F.	\$ <u>8.50</u>	\$ <u>12750</u>
4.	18" VALLEY GUTTER	350 L.F.	\$ <u>10.00</u>	\$ <u>3500</u>
5.	6" CONCRETE PAVEMENT	1,375 S.F.	\$ <u>4.90</u>	\$ <u>6737.50</u>
6.	5' SIDEWALK	600 L.F.	\$ <u>22.00</u>	\$ <u>13200</u>
GRAND TOTAL BASE BID				\$ <u>87,107.50</u>

Eighty-Seven Thousand One Hundred
(WORDS)

Seventy-five
Seven dollars & cents
(WORDS)



Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions.

The bid security attached in the sum of 5% Twp

(\$) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: Huddler
(Signature)

President
(Title)

51500 Twp 5200 N26TH
(Business Address and Zip Code)

1000 Allen Tr 78504

(SEAL - if bid is by a corporation)

AI-1704

8.B.

**Amendment - Retirement Plan
CC REGULAR**

Date: 12/28/2006
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

1. The Hidalgo County Affiliated Departments Retirement Plan Trustees are hereby requesting authorization for the County Judge to sign the Final Regulations Amendment.
2. The Amendment to Plan is adopted to reflect certain provisions of the Final Regulations under Code Sections 401(k) and 401(m) that the Treasury published on December 29, 2004 (referred to as the "Final 401(k) Regulations").

BACKGROUND

This Amendment is effective, and the Plan shall implement the provisions of the Final 401(k) Regulations, with respect to Plan Years beginning after December 31, 2005.

Revenue & Expenditures

Attachments

Link: [Retirement Plan Amendment](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/20/2006 11:09 AM	APRV
2	Sergio Cruz	Sergio Cruz	12/20/2006 01:35 PM	APRV
3	Purchasing Department	Marty Salazar	12/20/2006 02:07 PM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 02:01 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/22/2006 04:18 PM	APRV

Form Started By: Estella Webber

Started On: 12/19/2006 01:32 PM

Final Approval Date: 12/22/2006

FINAL 401(k)/401(m) REGULATIONS AMENDMENT

ARTICLE I PREAMBLE

- 1.1 Adoption and effective date of amendment. This Amendment to the Plan is adopted to reflect certain provisions of the Final Regulations under Code Sections 401(k) and 401(m) that were published on December 29, 2004 (hereinafter referred to as the "Final 401(k) Regulations"). This Amendment is intended as good faith compliance with the requirements of these provisions. This Amendment shall be effective with respect to Plan Years beginning after December 31, 2005 unless the Employer otherwise elects in Section 2.1 below.
- 1.2 Supersession of inconsistent provisions. This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 Application of provisions. Certain provisions of this Amendment relate to elective deferrals of a 401(k) plan; if the Plan to which this Amendment relates is not a 401(k) plan, then those provisions of this Amendment do not apply. Certain provisions of this Amendment relate to matching contributions and /or after-tax employee contributions subject to Code Section 401(m); if the Plan to which this Amendment relates is not subject to Code Section 401(m), then those provisions of this Amendment do not apply.

ARTICLE II EMPLOYER ELECTIONS

- 2.1 **Effective Date.** This Amendment is effective, and the Plan shall implement the provisions of the Final 401(k) Regulations, with respect to Plan Years beginning after December 31, 2005 unless the Employer elects an earlier effective date in either a or b:
- a. ☐ The Amendment is effective and the Final 401(k) Regulations apply to Plan Years beginning after December 31, 2004 (2005 and subsequent Plan Years).
- b. ☐ The Amendment is effective and the Final 401(k) Regulations apply to Plan Years ending after December 29, 2004 (2004 and subsequent Plan Years).
- 2.2 **ACP Test Safe Harbor.** Unless otherwise selected below, if this Plan uses the ADP Test Safe Harbor provisions, then the provisions of Amendment Section 9.2(a) apply and all matching contributions under the Plan will be applied without regard to any allocation conditions except as provided in that Section.
- a. ☐ The provisions of Amendment Section 9.2(b) apply. The allocation conditions applicable to matching contributions under the Plan continue to apply (if selected, the Plan is not an ACP Test Safe Harbor Plan).
- b. ☐ The provisions of Amendment Section 9.2 (c) apply. All matching contributions under the Plan will be applied without regard to any allocation conditions as of the effective date of this Amendment.

ARTICLE III GENERAL RULES

- 3.1 Deferral elections. A cash or deferred arrangement ("CODA") is an arrangement under which eligible Employees may make elective deferral elections. Such elections cannot relate to compensation that is currently available prior to the adoption or effective date of the CODA. In addition, except for occasional, bona fide administrative considerations, contributions made pursuant to such an election cannot precede the earlier of (1) the performance of services relating to the contribution and (2) when the compensation that is subject to the election would be currently available to the Employee in the absence of an election to defer.
- 3.2 Vesting provisions. Elective Contributions are always fully vested and nonforfeitable. The Plan shall disregard Elective Contributions in applying the vesting provisions of the Plan to other contributions or benefits under Code Section 411(a)(2). However, the Plan shall otherwise take a participant's Elective Contributions into account in determining the Participant's vested benefits under the Plan. Thus, for example, the Plan shall take Elective Contributions into account in determining whether a Participant has a nonforfeitable right to contributions under the Plan for purposes of forfeitures, and for applying provisions permitting the repayment of distributions to have forfeited amounts restored, and the provisions of Code Sections 410(a)(5)(D)(iii) and 411(a)(6)(D)(iii) permitting a plan to disregard certain service completed prior to breaks-in-service (sometimes referred to as "the rule of parity").

ARTICLE IV HARDSHIP DISTRIBUTIONS

- 4.1 Applicability. The provisions of this Article IV apply if the Plan provides for hardship distributions upon satisfaction of the deemed immediate and heavy financial need standards set forth in Regulation Section 1.401(k)-1(d)(2)(iv)(A) as in effect prior to the issuance of the Final 401(k) Regulations.
- 4.2 Hardship events. A distribution under the Plan is hereby deemed to be on account of an immediate and heavy financial need of an Employee if the distribution is for one of the following or any other item permitted under Regulation Section 1.401(k)-1(d)(3)(iii)(B):
- (a) Expenses for (or necessary to obtain) medical care that would be deductible under Code Section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income);
 - (b) Costs directly related to the purchase of a principal residence for the Employee (excluding mortgage payments);
 - (c) Payment of tuition, related educational fees, and room and board expenses, for up to the next twelve (12) months of post-secondary education for the Employee, the Employee's spouse, children, or dependents (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code Section 152(b)(1), (b)(2), and (d)(1)(B));
 - (d) Payments necessary to prevent the eviction of the Employee from the Employee's principal residence or foreclosure on the mortgage on that residence;
 - (e) Payments for burial or funeral expenses for the Employee's deceased parent, spouse,

children or dependents (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code Section 152(d)(1)(B)); or

- (f) Expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

- 4.3 Reduction of Code Section 402(g) limit following hardship distribution. If the Plan provides for hardship distributions upon satisfaction of the safe harbor standards set forth in Regulation Sections 1.401(k)-1(d)(3)(iii)(B) (deemed immediate and heavy financial need) and 1.401(k)-1(d)(3)(iv)(E) (deemed necessary to satisfy immediate need), then there shall be no reduction in the maximum amount of elective deferrals that a Participant may make pursuant to Code Section 402(g) solely because of a hardship distribution made by this Plan or any other plan of the Employer.

ARTICLE V ACTUAL DEFERRAL PERCENTAGE (ADP) TEST

- 5.1 Targeted contribution limit. Qualified Nonelective Contributions (as defined in Regulation Section 1.401(k)-6) cannot be taken into account in determining the Actual Deferral Ratio (ADR) for a Plan Year for a Non-Highly Compensated Employee (NHCE) to the extent such contributions exceed the product of that NHCE's Code Section 414(s) compensation and the greater of five percent (5%) or two (2) times the Plan's "representative contribution rate." Any Qualified Nonelective Contribution taken into account under an Actual Contribution Percentage (ACP) test under Regulation Section 1.401(m)-2(a)(6) (including the determination of the representative contribution rate for purposes of Regulation Section 1.401(m)-2(a)(6)(v)(B)), is not permitted to be taken into account for purposes of this Section (including the determination of the "representative contribution rate" under this Section). For purposes of this Section:

- (a) The Plan's "representative contribution rate" is the lowest "applicable contribution rate" of any eligible NHCE among a group of eligible NHCEs that consists of half of all eligible NHCEs for the Plan Year (or, if greater, the lowest "applicable contribution rate" of any eligible NHCE who is in the group of all eligible NHCEs for the Plan Year and who is employed by the Employer on the last day of the Plan Year), and
- (b) The "applicable contribution rate" for an eligible NHCE is the sum of the Qualified Matching Contributions (as defined in Regulation Section 1.401(k)-6) taken into account in determining the ADR for the eligible NHCE for the Plan Year and the Qualified Nonelective Contributions made for the eligible NHCE for the Plan Year, divided by the eligible NHCE's Code Section 414(s) compensation for the same period.

Notwithstanding the above, Qualified Nonelective Contributions that are made in connection with an Employer's obligation to pay prevailing wages under the Davis-Bacon Act (46 Stat. 1494), Public Law 71-798, Service Contract Act of 1965 (79 Stat. 1965), Public Law 89-286, or similar legislation can be taken into account for a Plan Year for an NHCE to the extent such contributions do not exceed 10 percent (10%) of that NHCE's Code Section 414(s) compensation.

Qualified Matching Contributions may only be used to calculate an ADR to the extent that such Qualified Matching Contributions are matching contributions that are not precluded from being taken into account under the ACP test for the Plan Year under the rules of Regulation Section 1.401(m)-2(a)(5)(ii) and as set forth in Section 7.1.

- 5.2 Limitation on QNECs and QMACs. Qualified Nonelective Contributions and Qualified Matching Contributions cannot be taken into account to determine an ADR to the extent such contributions are taken into account for purposes of satisfying any other ADP test, any ACP test, or the requirements of Regulation Section 1.401(k)-3, 1.401(m)-3, or 1.401(k)-4. Thus, for example, matching contributions that are made pursuant to Regulation Section 1.401(k)-3(c) cannot be taken into account under the ADP test. Similarly, if a plan switches from the current year testing method to the prior year testing method pursuant to Regulation Section 1.401(k)-2(c), Qualified Nonelective Contributions that are taken into account under the current year testing method for a year may not be taken into account under the prior year testing method for the next year.
- 5.3 ADR of HCE if multiple plans. The Actual Deferral Ratio (ADR) of any Participant who is a Highly Compensated Employee (HCE) for the Plan Year and who is eligible to have Elective Contributions (as defined in Regulation Section 1.401(k)-6) (and Qualified Nonelective Contributions and/or Qualified Matching Contributions, if treated as Elective Contributions for purposes of the ADP test) allocated to such Participant's accounts under two (2) or more cash or deferred arrangements described in Code Section 401(k), that are maintained by the same Employer, shall be determined as if such Elective Contributions (and, if applicable, such Qualified Nonelective Contributions and/or Qualified Matching Contributions) were made under a single arrangement. If an HCE participates in two or more cash or deferred arrangements of the Employer that have different Plan Years, then all Elective Contributions made during the Plan Year being tested under all such cash or deferred arrangements shall be aggregated, without regard to the plan years of the other plans. However, for Plan Years beginning before the effective date of this Amendment, if the plans have different Plan Years, then all such cash or deferred arrangements ending with or within the same calendar year shall be treated as a single cash or deferred arrangement. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under the Regulations of Code Section 401(k).
- 5.4 Plans using different testing methods for the ADP and ACP test. Except as otherwise provided in this Section, the Plan may use the current year testing method or prior year testing method for the ADP test for a Plan Year without regard to whether the current year testing method or prior year testing method is used for the ACP test for that Plan Year. However, if different testing methods are used, then the Plan cannot use:
- (a) The recharacterization method of Regulation Section 1.401(k)-2(b)(3) to correct excess contributions for a Plan Year;
 - (b) The rules of Regulation Section 1.401(m)-2(a)(6)(ii) to take Elective Contributions into account under the ACP test (rather than the ADP test); or
 - (c) The rules of Regulation Section 1.401(k)-2(a)(6)(v) to take Qualified Matching Contributions into account under the ADP test (rather than the ACP test).

**ARTICLE VI
ADJUSTMENT TO ADP TEST**

- 6.1 Distribution of Income attributable to Excess Contributions. Distributions of Excess Contributions must be adjusted for income (gain or loss), including an adjustment for income for the period between the end of the Plan Year and the date of the distribution (the "gap period"). The Administrator has the discretion to determine and allocate income using any of the methods set forth below:
- (a) Reasonable method of allocating income. The Administrator may use any reasonable method for computing the income allocable to Excess Contributions, provided that the method does not violate Code Section 401(a)(4), is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year, and is used by the Plan for allocating income to Participant's accounts. A Plan will not fail to use a reasonable method for computing the income allocable to Excess Contributions merely because the income allocable to Excess Contributions is determined on a date that is no more than seven (7) days before the distribution.
 - (b) Alternative method of allocating income. The Administrator may allocate income to Excess Contributions for the Plan Year by multiplying the income for the Plan Year allocable to the Elective Contributions and other amounts taken into account under the ADP test (including contributions made for the Plan Year), by a fraction, the numerator of which is the Excess Contributions for the Employee for the Plan Year, and the denominator of which is the sum of the:
 - (1) Account balance attributable to Elective Contributions and other amounts taken into account under the ADP test as of the beginning of the Plan Year, and
 - (2) Any additional amount of such contributions made for the Plan Year.
 - (c) Safe harbor method of allocating gap period income. The Administrator may use the safe harbor method in this paragraph to determine income on Excess Contributions for the gap period. Under this safe harbor method, income on Excess Contributions for the gap period is equal to ten percent (10%) of the income allocable to Excess Contributions for the Plan Year that would be determined under paragraph (b) above, multiplied by the number of calendar months that have elapsed since the end of the Plan Year. For purposes of calculating the number of calendar months that have elapsed under the safe harbor method, a corrective distribution that is made on or before the fifteenth (15th) day of a month is treated as made on the last day of the preceding month and a distribution made after the fifteenth day of a month is treated as made on the last day of the month.
 - (d) Alternative method for allocating Plan Year and gap period income. The Administrator may determine the income for the aggregate of the Plan Year and the gap period, by applying the alternative method provided by paragraph (b) above to this aggregate period. This is accomplished by (1) substituting the income for the Plan Year and the gap period, for the income for the Plan Year, and (2) substituting the amounts taken into account under the ADP test for the Plan Year and the gap period, for the amounts taken into account under the ADP test for the Plan Year in determining the fraction that is multiplied by that income.

- 6.2 Corrective contributions. If a failed ADP test is to be corrected by making an Employer contribution, then the provisions of the Plan for the corrective contributions shall be applied by limiting the contribution made on behalf of any NHCE pursuant to such provisions to an amount that does not exceed the targeted contribution limits of Section 5.1 of this Amendment, or in the case of a corrective contribution that is a Qualified Matching Contribution, the targeted contribution limit of Section 7.1 of this Amendment.

ARTICLE VII ACTUAL CONTRIBUTION PERCENTAGE (ACP) TEST

- 7.1 Targeted matching contribution limit. A matching contribution with respect to an Elective Contribution for a Plan Year is not taken into account under the Actual Contribution Percentage (ACP) test for an NHCE to the extent it exceeds the greatest of:
- (a) five percent (5%) of the NHCE's Code Section 414(s) compensation for the Plan Year;
 - (b) the NHCE's Elective Contributions for the Plan Year; and
 - (c) the product of two (2) times the Plan's "representative matching rate" and the NHCE's Elective Contributions for the Plan Year.

For purposes of this Section, the Plan's "representative matching rate" is the lowest "matching rate" for any eligible NHCE among a group of NHCEs that consists of half of all eligible NHCEs in the Plan for the Plan Year who make Elective Contributions for the Plan Year (or, if greater, the lowest "matching rate" for all eligible NHCEs in the Plan who are employed by the Employer on the last day of the Plan Year and who make Elective Contributions for the Plan Year).

For purposes of this Section, the "matching rate" for an Employee generally is the matching contributions made for such Employee divided by the Employee's Elective Contributions for the Plan Year. If the matching rate is not the same for all levels of Elective Contributions for an Employee, then the Employee's "matching rate" is determined assuming that an Employee's Elective Contributions are equal to six percent (6%) of Code Section 414(s) compensation.

If the Plan provides a match with respect to the sum of the Employee's after-tax Employee contributions and Elective Contributions, then for purposes of this Section, that sum is substituted for the amount of the Employee's Elective Contributions in subsections (b) & (c) above and in determining the "matching rate," and Employees who make either after-tax Employee contributions or Elective Contributions are taken into account in determining the Plan's "representative matching rate." Similarly, if the Plan provides a match with respect to the Employee's after-tax Employee contributions, but not Elective Contributions, then for purposes of this subsection, the Employee's after-tax Employee contributions are substituted for the amount of the Employee's Elective Contributions in subsections (b) & (c) above and in determining the "matching rate," and Employees who make after-tax Employee contributions are taken into account in determining the Plan's "representative matching rate."

- 7.2 Targeted QNEC limit. Qualified Nonelective Contributions (as defined in Regulation Section 1.401(k)-6) cannot be taken into account under the Actual Contribution Percentage (ACP) test for a Plan Year for an NHCE to the extent such contributions exceed the product of that NHCE's Code Section 414(s) compensation and the greater of five percent (5%) or two (2) times the Plan's "representative contribution rate." Any Qualified Nonelective Contribution taken into account under an Actual Deferral Percentage (ADP) test under Regulation Section 1.401(k)-2(a)(6)

(including the determination of the "representative contribution rate" for purposes of Regulation Section 1.401(k)-2(a)(6)(iv)(B)) is not permitted to be taken into account for purposes of this Section (including the determination of the "representative contribution rate" for purposes of subsection (a) below). For purposes of this Section:

- (a) The Plan's "representative contribution rate" is the lowest "applicable contribution rate" of any eligible NHCE among a group of eligible NHCEs that consists of half of all eligible NHCEs for the Plan Year (or, if greater, the lowest "applicable contribution rate" of any eligible NHCE who is in the group of all eligible NHCEs for the Plan Year and who is employed by the Employer on the last day of the Plan Year), and
- (b) The "applicable contribution rate" for an eligible NHCE is the sum of the matching contributions (as defined in Regulation Section 1.401(m)-1(a)(2)) taken into account in determining the ACR for the eligible NHCE for the Plan Year and the Qualified Nonelective Contributions made for that NHCE for the Plan Year, divided by that NHCE's Code Section 414(s) compensation for the Plan Year.

Notwithstanding the above, Qualified Nonelective Contributions that are made in connection with an Employer's obligation to pay prevailing wages under the Davis-Bacon Act (46 Stat. 1494), Public Law 71-798, Service Contract Act of 1965 (79 Stat. 1965), Public Law 89-286, or similar legislation can be taken into account for a Plan Year for an NHCE to the extent such contributions do not exceed 10 percent (10%) of that NHCE's Code Section 414(s) compensation.

7.3 ACR of HCE if multiple plans. The Actual Contribution Ratio (ACR) for any Participant who is a Highly Compensated Employee (HCE) and who is eligible to have matching contributions or after-tax Employee contributions allocated to his or her account under two (2) or more plans described in Code Section 401(a), or arrangements described in Code Section 401(k) that are maintained by the same Employer, shall be determined as if the total of such contributions was made under each plan and arrangement. If an HCE participates in two (2) or more such plans or arrangements that have different plan years, then all matching contributions and after-tax Employee contributions made during the Plan Year being tested under all such plans and arrangements shall be aggregated, without regard to the plan years of the other plans. For plan years beginning before the effective date of this Amendment, all such plans and arrangements ending with or within the same calendar year shall be treated as a single plan or arrangement. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under the Regulations of Code Section 401(m).

7.4 Plans using different testing methods for the ACP and ADP test. Except as otherwise provided in this Section, the Plan may use the current year testing method or prior year testing method for the ACP test for a Plan Year without regard to whether the current year testing method or prior year testing method is used for the ADP test for that Plan Year. However, if different testing methods are used, then the Plan cannot use:

- (a) The recharacterization method of Regulation Section 1.401(k)-2(b)(3) to correct excess contributions for a Plan Year;
- (b) The rules of Regulation Section 1.401(m)-2(a)(6)(ii) to take Elective Contributions into account under the ACP test (rather than the ADP test); or
- (c) The rules of Regulation Section 1.401(k)-2(a)(6) to take Qualified Matching Contributions into account under the ADP test (rather than the ACP test).

ARTICLE VIII ADJUSTMENT TO ACP TEST

- 8.1 Distribution of Income attributable to Excess Aggregate Contributions. Distributions of Excess Aggregate Contributions must be adjusted for income (gain or loss), including an adjustment for income for the period between the end of the Plan Year and the date of the distribution (the "gap period"). For the purpose of this Section, "income" shall be determined and allocated in accordance with the provisions of Section 6.1 of this Amendment, except that such Section shall be applied by substituting "Excess Contributions" with "Excess Aggregate Contributions" and by substituting amounts taken into account under the ACP test for amounts taken into account under the ADP test.
- 8.2 Corrective contributions. If a failed ACP test is to be corrected by making an Employer contribution, then the provisions of the Plan for the corrective contributions shall be applied by limiting the contribution made on behalf of any NHCE pursuant to such provisions to an amount that does not exceed the targeted contribution limits of Sections 7.1 and 7.2 of this Amendment.

ARTICLE IX SAFE HARBOR PLAN PROVISIONS

- 9.1 Applicability. The provisions of this Article IX apply if the Plan uses the alternative method of satisfying the Actual Deferral Percentage (ADP) test set forth in Code Section 401(k)(12) (ADP Test Safe Harbor) and/or the Actual Contribution Percentage (ACP) test set forth in Code Section 401(m)(11) (ACP Test Safe Harbor).
- 9.2 Elimination of conditions on matching contributions. Unless otherwise provided in Section 2.2 of this Amendment, the provisions of subsection (a) below shall apply. However, if the Employer so elects in Section 2.2 of this Amendment, then the provisions of subsection (b) or (c) below shall apply.
- (a) Default provision. If, prior to the date this Amendment has been executed, an ADP Test Safe Harbor notice has been given for a Plan Year for which this Amendment is effective (see Amendment Section 1.1) and such notice provides that there are no allocation conditions imposed on any matching contributions under the Plan, then (1) the Plan will be an ACP Test Safe Harbor plan, provided the ACP Test Safe Harbor requirements are met and (2) the Plan will not impose any allocation conditions on matching contributions. However, if, prior to the date this Amendment has been executed, an ADP Test Safe Harbor notice has been given for a Plan Year for which this Amendment is effective and such notice provides that there are allocation conditions imposed on any matching contributions under the Plan, then the provisions of this Amendment do not modify any such allocation conditions or provisions for that Plan Year and the Plan must satisfy the ACP Test for such Plan Year using the current year testing method. With respect to any Plan Year beginning after the date this Amendment has been executed, if the Plan uses the ADP Test Safe Harbor and provides for matching contributions, then (1) the Plan will be an ACP Test Safe Harbor plan, provided the ACP Test Safe Harbor requirements are met and (2) the Plan will not impose any allocation conditions on matching contributions.
- (b) Retention of allocation conditions. If the Employer so elects in Section 2.2 of this Amendment, then the Plan will retain any allocation conditions contained in the Plan with regard to matching contributions for any Plan Year for which this Amendment is effective. In that case, the Plan must satisfy the ACP Test for each such Plan Year.

- (c) Elimination of allocation conditions. If the Employer so elects in Section 2.2 of this Amendment, then (1) the Plan will be an ACP Test Safe Harbor plan, provided the ACP Test Safe Harbor requirements are met, and (2) the Plan will not impose any allocation conditions on matching contributions.
- 9.3 Matching Catch-up contributions. If the Plan provides for ADP Test Safe Harbor matching contributions or ACP Test Safe Harbor matching contributions, then catch-up contributions (as defined in Code Section 414(v)) will be taken into account in applying such matching contributions under the Plan.
- 9.4 Plan Year requirement. Except as provided in Regulation Sections 1.401(k)-3(e) and 1.401(k)-3(f), and below, the Plan will fail to satisfy the requirements of Code Section 401(k)(12) and this Section for a Plan Year unless such provisions remain in effect for an entire twelve (12) month Plan Year.
- 9.5 Change of Plan Year. If a Plan has a short Plan Year as a result of changing its Plan Year, then the Plan will not fail to satisfy the requirements of Section 9.4 of this Amendment merely because the Plan Year has less than twelve (12) months, provided that:
 - (a) The Plan satisfied the ADP Test Safe Harbor and/or ACP Test Safe Harbor requirements for the immediately preceding Plan Year; and
 - (b) The Plan satisfies the ADP Test Safe Harbor and/or ACP Test Safe Harbor requirements (determined without regard to Regulation Section 1.401(k)-3(g)) for the immediately following Plan Year (or for the immediately following twelve (12) months if the immediately following Plan Year is less than twelve (12) months).
- 9.6 Timing of matching contributions. If the ADP Test Safe Harbor contribution being made to the Plan is a matching contribution (or any ACP Test Safe Harbor matching contribution) that is made separately with respect to each payroll period (or with respect to all payroll periods ending with or within each month or quarter of a Plan Year) taken into account under the Plan for the Plan Year, then safe harbor matching contributions with respect to any elective deferrals and/or after-tax employee contributions made during a Plan Year quarter must be contributed to the Plan by the last day of the immediately following Plan Year quarter.
- 9.7 Exiting safe harbor matching. The Employer may amend the Plan during a Plan Year to reduce or eliminate prospectively any or all matching contributions under the Plan (including any ADP Test Safe Harbor matching contributions) provided: (a) the Plan Administrator provides a supplemental notice to the Participants which explains the consequences of the amendment, specifies the amendment's effective date, and informs Participants that they will have a reasonable opportunity to modify their cash or deferred elections and, if applicable, after-tax Employee contribution elections; (b) Participants have a reasonable opportunity (including a reasonable period after receipt of the supplemental notice) prior to the effective date of the amendment to modify their cash or deferred elections and, if applicable, after-tax Employee contribution elections; and (c) the amendment is not effective earlier than the later of: (i) thirty (30) days after the Plan Administrator gives supplemental notice; or (ii) the date the Employer adopts the amendment. An Employer which amends its Plan to eliminate or reduce any matching contribution under this Section, effective during the Plan Year, must continue to apply all of the ADP Test Safe Harbor and/or ACP Test Safe Harbor requirements of the Plan until the amendment becomes effective and also must apply for the entire Plan Year, using current year testing, the ADP test and the ACP test.

9.8 Plan termination. An Employer may terminate the Plan during a Plan Year in accordance with Plan termination provisions of the Plan and this Section.

- (a) Acquisition/disposition or substantial business hardship. If the Employer terminates the Plan resulting in a short Plan Year, and the termination is on account of an acquisition or disposition transaction described in Code Section 410(b)(6)(C), or if the termination is on account of the Employer's substantial business hardship within the meaning of Code Section 412(d), then the Plan remains an ADP Test Safe Harbor and/or ACP Test Safe Harbor Plan provided that the Employer satisfies the ADP Test Safe Harbor and/or ACP Test Safe Harbor provisions through the effective date of the Plan termination.
- (b) Other termination. If the Employer terminates the Plan for any reason other than as described in Section 9.7(a) above, and the termination results in a short Plan Year, the Employer must conduct the termination under the provisions of Section 9.7 above, except that the Employer need not provide Participants with the right to change their cash or deferred elections.

**SUMMARY OF MATERIAL MODIFICATIONS
for the**

Hidalgo County Affiliated Departments Retirement Plan
(Name of Plan)

December 1, 2006
(Date)

(1) **General.** This is a Summary of Material Modifications regarding the Hidalgo County Affiliated Departments Retirement Plan ("Plan"). This Summary of Material Modifications supplements the Summary Plan Description ("SPD") previously provided to you. You should retain this document with your copy of the SPD.

(2) **Summary Description of Modification.** Below is a summary of the modification made to our Plan.

1. **Hardship Distributions**

The IRS issued regulations regarding the events that can qualify for a hardship distribution from our Plan. The list of permissible events now includes the following (the last two are the new events under the regulations):

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse or your dependent or necessary for you, your spouse or your dependent to obtain medical care;
- Costs directly related to the purchase of your principal residence (excluding mortgage payments);
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse or dependent;
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence;
- Payments for burial or funeral expenses for your deceased parent, spouse, children or other dependents; or
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code.

2. **Matching Contributions**

Our Plan provided that you would only share in the matching contribution if you were an Eligible Employee, met the eligibility conditions, and met certain employment conditions during each Plan Year. The Plan Year employment conditions have now been eliminated. Thus, if you are an Eligible Employee and have met the eligibility conditions, you will be eligible to share in the allocation of matching contributions for a Plan Year regardless of the number of Hours of Service you have completed during such Plan Year and your employment status as of the end of the Plan Year.

In addition, our plan provided that catch-up contributions would not be matched. Our plan has been amended to provide that catch-up contributions will now be treated like any other deferral for matching contribution purposes.

Summary of Final 401(k)/(m) Regulations Items Impacting Plan Documents and Administration

Effective Date

The final regulations released on December 28, 2004, are generally effective for plan years beginning on or after January 1, 2006.

Addition of Roth Elective Deferral Contributions

If you so choose, your plan can be amended to allow participants to designate some of their elective deferral contributions as after-tax Roth elective deferral contributions. Roth elective deferral contributions may be made beginning January 1, 2006, regardless of the plan year.

Gap Period Income

Under prior rules, the refunds from failed Average Deferral Percentage (ADP) and Average Contribution Percentage (ACP) tests were only required to include the gain or loss in earnings for the plan year. The gains or losses experienced from the end of the plan year and before the date of distribution (referred to as the "gap period") could be disregarded. The final regulations provide that these refunds must now include the gain or loss earned during the gap period.

Hardship Withdrawals

The list of hardship events was expanded to include:

- Funeral expenses;
- Medical expenses for a non-custodial child; and
- Certain expenses relating to the repair of damage to an employee's principal residence.

Medical hardship expenses will not include nonprescription drugs or medicine (other than insulin).

As previously required, participants seeking hardship withdrawals must first exhaust all available resources available from your plan(s) before a hardship withdrawal can be taken. The final regulations updated the list of available resources to also include dividends under an Employee Stock Ownership Plan (ESOP).

Bottom-Up and Targeted QNECs

Restrictions have been placed on how much Qualified Nonelective Contributions (QNECs) may be used in the ADP or ACP test. These limits are applied if the QNEC contributions are not uniform for all plan members and made in a way that may give more of the contribution to a certain group (referred to as a "targeted" group). Previously, all QNECs could be included in the ADP or ACP test.

Under the new rules, the amount of QNECs that can be included in the ADP or ACP test is generally limited to 5% of compensation. QNECs in connection with a prevailing wage obligation under the Davis-Bacon Act can be included in the tests in an amount equal to 10% of compensation.

Disproportionate Matching Contributions

Restrictions have also been placed on the amount of matching contributions that may be included in the ADP or ACP test, in a manner similar to the QNEC contributions.

Summary of Final 401(k)/(m) Regulations Items Impacting Plan Documents and Administration

Under the new rules the amount of matching contributions that can be included in either the ADP or ACP test is generally limited to 5% of pay or 100% of deferrals. If a match is greater than these limitations, then a mathematical test using representative rates will determine how much of the match can be used in the tests.

Automatic Enrollment

The final regulations clarify that there is no limit on the percentage of compensation that could be used as the default for automatic enrollment.

Highly Compensated Employees (HCE) deferring to more than one 401(k) plan of an employer

All compensation and contributions made for HCEs to multiple plans of an employer with different plan years must be tested based on the time period applicable under each plan being tested. As a result of this change, the amounts included may vary between plans depending upon the test periods.

Prior to this, the same contribution and compensation amounts were used for all tests.

If refunds are necessary, only contributions made to the plan needing refunds will be distributed. If the amount of the refund exceeds the contributions made to that plan during the plan year being tested, the additional amount will be refunded to the other HCEs in that plan.

Safe Harbor 401(k) Plans

The final regulations provided clarification on a couple issues related to Safe Harbor 401(k) plans.

First, a plan year for a safe harbor 401(k) plan can be less than 12 months if certain requirements are met. Under the new rules, if you change your plan year resulting in a short plan year, you are able to retain the plan's safe harbor status if your plan was a safe harbor plan for the two plan years surrounding the short year. In addition, if the plan year following the short plan year is not a 12-month period, you must continue to make safe harbor contributions for a full 12-month period following the short plan year.

Second, if your plan terminates you are still required to fund your safe harbor contributions up through the date of termination, and ADP and ACP (if applicable) testing will be required if the plan year is less than 12 months.

Testing of ESOP Plans

The requirement to test ESOP and Non-ESOP plans separately for Average Deferral Percentage (ADP) and Average Contribution Percentage (ACP) nondiscrimination testing was eliminated. However, this does not apply to other testing, including coverage testing. For those purposes, the ESOP and Non-ESOP portions of a plan are still tested separately.

Successor Plan Definition

The term successor plan has been changed to "Alternative Defined Contribution plan". In addition, the definition does not include 403(b) or 457 (b)/(f) plans.

AI-1709

8.C.

**La Joya Water Supply - Waterline Reconstruction
CC REGULAR**

Date: 12/28/2006
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Precinct #3 is requesting approval to allocate UCP funds for (Phase I) to La Joya Water Supply Corporation in the amount of \$486,220.00 for installation of a new 12" water line from the Havanna water plant to Sullivan City along Highway 83. Funds have been appropriated from Urban County Program utilizing the following funding years: FY-12, 13, 14, 16, 17 & 18 (1999,2000,2001,2003,2005, & 2006).

BACKGROUND

This project is approximately 17,025 feet (approximately 3 miles). Installation of proposed line will eliminate approximately 30% loss of water due to problems with existing line. La Joya Water Supply Corporation is the Sole Source provider of water in the area. UCP anticipates receiving release of funds from the U.S. Department of Housing Urban Development on or about January 08, 2007, at which time a construction contract will be submitted for Commissioners Court approval. (See attached letter & Scope of Service).

Service Area: Approximately 3 miles from Havanna to Sullivan City along Highway 83

Construction Amount: \$ 486,220.00 (Phase I)
\$ 1,565,667.30 (Water/Sewer Improvements)

Revenue & Expenditures

Attachments

Link: [Waterline Reconstruction](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/20/2006 12:03 PM	APRV
2	Sergio Cruz	Sergio Cruz	12/20/2006 01:44 PM	APRV
3	Purchasing Department	Marty Salazar	12/20/2006 02:07 PM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 02:05 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/22/2006 04:18 PM	APRV

Form Started By: Estella Webber

Started On: 12/19/2006 02:34 PM

Final Approval Date: 12/22/2006

Cost Estimates

Phase 1 – Waterline Reconstruction – Havana Plant to Sullivan City, TX

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Unit Total
1	12" PVC	17,025	LF	\$22.00	\$374,550
2	12" 90 degree bend	1	EA	\$750.00	\$ 750
3	6 " Flush Valves	10	EA	\$1,250.00	\$ 12,500
4	Tie-In to existing waterline	2	EA	\$2,500.00	\$ 5,000
5	12" Valve and Box	12	EA	\$2,500.00	\$ 30,000

Subtotal \$ 422,800
15% Contingency \$ 63,420

Total \$ 486,220

Engineering and Topography Fee - \$42,280 (to be paid by LJWSC)

Phase 2 – 500,000 gallon Elevated Water Storage Facility

Item No.	Item Description	Units	Quantity	Unit Price	Cost
1	Tie-in to waterline	EA	1	\$5,000	\$ 5,000
2	Elevated storage tank/booster pump	GAL	500,000	\$1.50	\$750,000
3	12" Gate Valve & Box	EA	4	\$ 3,500	\$ 14,000
4	24" Bored Steel Casing	LF	78	\$175	\$ 13,650
5	12" Fittings	EA	15	\$1,250	\$ 18,750
6	10" Altitude Valve	EA	1	\$10,000	\$ 10,000
7	12" Ductile Iron Piping	LF	200	\$50	\$ 10,000
8	8 ft. Chain Link Fence	LF	600	\$15	\$ 9,000
9	8 ft. Car Gate Chain Link Fence	LS	1	\$1,000	\$ 1,000
10	16 ft. Caliche Roadway	LF	225	\$18	\$ 4,050
11	32 ft. 18" RCP w/SET	LS	1	\$4,000	\$ 4,000

Construction Cost Subtotal: \$839,450
Contingency (10%): \$ 83,945
Project Management (3%): \$ 25,183
Surveying (2%): \$ 16,789
Site Observation (2%): \$ 16,789

Total \$928,156

UCP 108 loan commitment: Up to \$ 613,780

LJWSC commitment: \$314,376 or as necessary to complete project

AI-1724

8.D.

**Salary Schedule & Deletion of slots
CC REGULAR**

Date: 12/28/2006
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Urban County Program - CDBG

1. Discussion, consideration, and approval to delete Slot No. 250-001-005 and 250-001-017 effective December 31, 2006.
2. Approval of revised salary schedule.

BACKGROUND

Slot No. 250-001-005 is being eliminated due to the work function being carried out by the current staff members of the Finance Division.

Slot No. 250-001-017 is being eliminated due to the incorporation of Urban County Program into the Hidalgo County Workforce. The Urban County Program will have access to utilize the Hidalgo County Technology Department services.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2006 11:03 AM	APRV
2	Sergio Cruz	Sergio Cruz	12/21/2006 04:24 PM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 10:20 AM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 02:08 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/22/2006 04:19 PM	APRV

Form Started By: Estella Webber

Started On: 12/19/2006 05:12 PM

Final Approval Date: 12/22/2006

AI-1735

8.E.

**Temp. Position Slot extension & Revised Salary schedule
CC REGULAR**

Date: 12/28/2006
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Urban County Program - HOME

1. Discussion, consideration, and approval to extend employment of temporary position Slot No. 250-002-032T effective January 1, 2007.
2. Approval of revised salary schedule.

BACKGROUND

Due to absence of an employee.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2006 11:18 AM	APRV
2	Sergio Cruz	Sergio Cruz	12/21/2006 04:36 PM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 10:20 AM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 02:21 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/22/2006 04:19 PM	APRV

Form Started By: Estella Webber

Started On: 12/20/2006 01:30 PM

Final Approval Date: 12/22/2006

AI-1718

9.A.

**Software contract renewal
CC REGULAR**

Date: 12/28/2006
Submitted By: Renan Ramirez, IT DEPARTMENT
Department: IT DEPARTMENT
Agenda Area: IT Department

Agenda Item

CAPTION

Authority to renew software maintenance contract with IBM UniVerse in the amount of \$21,495.00 / year. This is a yearly recurring cost of the database software for the Criminal Justice System.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Universe renewal](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2006 10:39 AM	APRV
2	Sergio Cruz	Sergio Cruz	12/21/2006 03:20 PM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 10:20 AM	NEW-R
4	Auditor's Office	Arcilia Duran	12/22/2006 05:03 PM	RTRN
5	Arcy Duran	Arcilia Duran	12/22/2006 04:28 PM	RTRN
6	Agenda Coordinator			

Form Started By: Renan Ramirez

Started On: 12/19/2006 03:55 PM

Final Approval Date:

UniVerse Software Maintenance Response Form

December 14, 2006

Renan Ramirez
Hidalgo County Information Technology
100 N. Closner, 1st Floor
County Courthouse
Edinburg, TX 78539

Dear Renan:

Our records indicate that software maintenance for the following IBM UniVerse user licenses is due to expire on **December 31, 2006**.

300 UniVerse user licenses – Hidalgo County s/n 20039294

Please indicate your decision to renew or discontinue UniVerse maintenance below and fax this document along with a **copy of your purchase order** to 972-713-3778 or mail it in the enclosed postage paid envelope prior to the expiration date above. Retain a copy for your records.

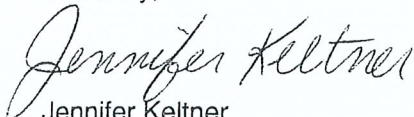
- ☒ Renew IBM UniVerse software maintenance on the licenses above for one year, at the cost of \$71.65 per user, a **total of \$21,495.00**.
- ☐ Do not renew UniVerse software maintenance. I plan to renew maintenance directly with IBM, without involving TSG.
- ☐ Do not renew UniVerse software maintenance for the above listed user licenses. I understand that IBM will not issue UniVerse software upgrades without current maintenance and reinstatement of lapsed maintenance is subject to additional fees.

Authorized Signature _____ Title: _____

Print Name (If different than letter recipient): _____

Call me at 800-966-6999 or email jennifer.keltner@tylerworks.com if you have any questions about UniVerse maintenance or the renewal quote above.

Sincerely,



Jennifer Keltner
Purchasing

cc: Mike Robledo



December 14, 2006

COPY

Purchase Agreement for

Hidalgo County

Description	Quantity	Units	Unit Price	Ext. Price
IBM UniVerse License Maintenance Renewal for s/n 20039294 effective 1/1/2007 thru 12/31/2007	300	users	71.65	21,495.00

Notes:

UniVerse software maintenance renews at \$71.65 per user, per year. A copy of your purchase order is required before maintenance renewal will take place.

Total:	\$21,495.00
---------------	--------------------

Tyler Technologies

Prepared by: Jennifer Keltner
6500 International Parkway
Suite 2000
Plano, Texas 75093
(800) 966-6999 / (972) 713-3778 fax
Attn: Jennifer Keltner

Hidalgo County

Bill To (please print)

PO Number

Authorized Signature

Date

To Authorize This Purchase Agreement

- 1) Review Items for Accuracy
- 2) Complete 'Bill To' and 'Ship To' Information
- 3) Note any Special Instructions (i.e. expedite shipping, invoice asap, etc.)
- 4) Attach Your Purchase Order (Required)
- 5) Sign and Fax to (972) 713-3778, Attn: Jennifer Keltner

Ship To Attention Of (please print)

Telephone

Ship To Address

Prices valid for up to 30 days from date of issue.

Special Shipping or Invoicing Instructions (if applicable)

AI-1721

10.A.

**Internet Data Cards
CC REGULAR**

Date: 12/28/2006
Submitted By: Renan Ramirez, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: Elections Administration

Agenda Item

CAPTION

Authorize acquisition of Internet data cards for Elections Department

BACKGROUND

Revenue & Expenditures

Attachments

Link: [elections request](#)

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

Form Routing/Status

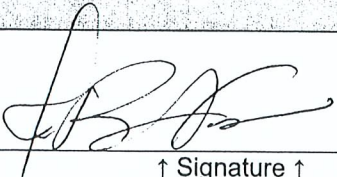
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2006 10:40 AM	APRV
2	Sergio Cruz	Sergio Cruz	12/22/2006 09:26 AM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 10:20 AM	NEW-R
4	Auditor's Office	Arcilia Duran	12/22/2006 04:16 PM	RTRN
5	Agenda Coordinator			

Form Started By: Renan Ramirez

Started On: 12/19/2006 03:57 PM

Final Approval Date:

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request: ☒ Phone and service (NEW) ☐ User Name Change ☐ Phone and service (Porting/Existing number: 956-____-____) ☐ Delete Service ☐ Plan change ☐ Other _____							
(2) Requesting employee/position: <u>TERESA R. NAVARRO</u> Employee ID #: <u>017965</u> Office: <u>ELECTIONS</u> Budget Acct. #: _____							
(3) Type of duties: ☒ Offsite duties ☒ On-call duties ☐ Law Enforcement ☒ Emergency Response ☐ Other: _____							
(4) Describe how cell phone will be used: _____ _____ _____							
(5) Anticipated usage in minutes per month (check only one): 5							
	☐ 400	☐ 1000	☐ 1400	☐ 2000	☐ 3000	☐ 4000	☒ Data Card
Plan Cost	\$42.00	\$59.00	\$76.00	\$91.00	\$133.00	\$165.00	\$85.00
(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently _____							
(7) Cell phones come with desktop charger. Additional accessories needed: Car charger _____ Carrying case _____ Extra battery _____ Other: _____							
(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense _____ _____							
Department Head / Elected Official							
 ↑ Signature ↑		<u>TERESA R. NAVARRO</u> ↑ Print Name ↑		<u>12-11-06</u> ↑ Date Signed ↑			

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

[illegible]

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT -- APPROVAL DATE:

AI-1717

11.A.

**TBSC Operation Linebacker Grant
CC REGULAR**

Date: 12/28/2006
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Agenda Item

CAPTION

1. Approval and authorization to apply/accept grant award from the Texas Border Sheriff's Coalition of the federal portion of the grant.
2. Approval and authorization for County Judge to sign application/award notice.
3. Approval of resolution.
4. Approval to amend budget (appropriation) for \$220,928.59 for grant award (representing federal portion of grant).
5. Approval of revised salary schedule.

BACKGROUND

Grant period is 05/01/06-04/30/07. The grant provides funding for personnel and equipment/operational expenses.

The monies are provided by the Bureau of Justice Assistance.

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1284-421-00-280-035-7

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No local monies are required. The state portion of the grant award was approved by Commissioners' Court on 09/12/06. This amount is the federal portion of the grant.

Attachments

Link: [resolution](#)

Link: [federal.applica.](#)

Link: [revised.salary.sche.](#)

Link: [budget.amend.](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	12/19/2006 04:58 PM	APRV
2	Dina Trevino	Dina Trevino	12/21/2006 11:44 AM	APRV
3	Sergio Cruz	Sergio Cruz	12/21/2006 03:10 PM	APRV
4	Mike Escaname	Mike Escaname	12/22/2006 02:41 PM	APRV
5	Becky Morales	Becky Morales	12/22/2006 03:08 PM	APRV
6	Auditor's Office	Becky Morales	12/22/2006 03:09 PM	APRV
7	Sergio Cruz	Sergio Cruz	12/22/2006 03:13 PM	APRV
8	Budget & Management	Dina Trevino	12/22/2006 04:20 PM	APRV
9	Purchasing Department			NEW
10	Auditor's Office			
11	Agenda Coordinator			

Form Started By: Emilia Uriegas

Started On: 12/19/2006 03:48 PM

Final Approval Date:

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County, that the Bureau of Assistance Operation Linebacker project be operated for the period of 05/01/06-04/30/07; and

WHEREAS, Hidalgo County Commissioners' Court understands that there is no matching fund requirement for the said project; and

WHEREAS, Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of the Bureau of Justice Assistance funds, Hidalgo County Commissioners' Court assures that the funds will be returned to the Texas Border Sheriff's Coalition (TBSC) in full.

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

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioners' Court approved submission of the grant application for the Bureau of Justice Assistance Operation Linebacker to the Texas Border Sheriff's Coalition (TBSC).

Passed and Approved this _____ of _____, 2006.

Signed By:

Ramon Garcia
Hidalgo County Judge

Silvia Handy
Commissioner, Pct. #1

Joe M. Flores
Commissioner, Pct. #3

Hector "Tito" Palacios
Commissioner, Pct. #2

Oscar L. Garza, Jr.
Commissioner, Pct. #4

Texas Border Sheriff's Coalition
Bureau of Justice Assistance – Byrne Discretionary
Operation Linebacker Application Cover Sheet

1. Name of the Organization: Hidalgo County Sheriff's Office
2. Title of the Project: Operation Linebacker
3. Division or Unit that will Administer Operation Linebacker: Sheriff's Office
4. Enter the Agency's State Payee Identification Number: 746000717
5. Is the Agency Delinquent on any Federal or State Debt? No
6. Grant Period: 05/01/2006 – 04/30/2007
7. Total Amount of Funding Allotted: \$220,928.59
8. Enter the Authorized Official Information:
Title: County Judge
Name: Ramon Garcia
Address: 100 East Cano, 2nd Floor
City/State/Zip: Edinburg, Texas 78539
Telephone: (956) 318-2600
E-mail: dina.trevino@hidalgo.tx.us
Signature: _____
9. Enter the Project Director Information:
Title: Sheriff
Name: Guadalupe "Lupe" Trevino
Address: P.O. Box 1228
City/State/Zip: Edinburg, Texas 78540
Telephone: (956) 393-6002
E-mail: pmedina@hidalgo.org
Signature: _____
10. Enter the Financial Officer Information:
Title: County Auditor
Name: Ray Eufracio
Address: 100 East Cano, 3rd Floor
City/State/Zip: Edinburg, Texas 78539
Telephone: (956) 318-2511
E-mail: hidalgoauditors@auditor.co.hialgo.tx.us
Signature: _____
11. List the cities and counties within the service area: Hidalgo County

Budget Detail

Budget Categories	Linebacker Funds	Total
Personnel: Four Senior Deputies	@ 58,163.00 Salary CY 2007 (incl. Fringe benefits) \$2255.00 per pay period x four deputies x 18 pay periods	\$162,360.00
Contractual/Professional Services: 1. Repair & Maint. Communication Radios/Lighting installation. 2. HCSO Graphics	2 @ \$700.00 2 @ \$300.00	\$1400.00 \$600.00
Travel/Training		
Equipment 1. Minor Equipment – Emergency Lighting system 2. Vehicles (2007 Ford Expeditions) 3. Mobile Camera system & microphone 4. Radar unit	@ \$2935.00 2 @ \$22,500.00 2 @ \$3000.00 2 @ \$1000.00	\$2935.00 \$45,000.00 \$6000.00 \$2000.00
Supplies/Direct Operating Expenses 1. Vehicle part/supplies 2. Drug/Medicine	Brakes/rotors/drums Two First aid kits @ \$25.00	\$584.00 \$50.00
Budget Summary		
Budget Categories	Linebacker Funds	Total
Personnel		\$162,360.00
Contractual/Professional Services		\$2000.00
Travel/Training		
Equipment		\$55,935.00
Supplies/Direct Operating Expenses		\$634.00
Total Direct Costs:		\$220,929.00

Fund-Specific Criteria

All applicants must certify to the following requirements:

Prohibition on Serving Certain Adult Offenders – Applicant agrees that the project will not serve adult offenders charged with, given deferred adjudication for, or convicted of violent or other serious crimes including murder, arson, robbery, sexual assault, aggravated sexual assault, burglary, felony drug crimes, crimes against children, kidnapping, aggravated kidnapping, and manslaughter (T.A.C. §3.111).

The organizations Authorized Official certifies that the project for which this application is submitted will adhere to all of the requirements listed above.

☒ Yes

☐ No

Problem Statement and Data

Texas shares more than 1,200 miles of often rugged terrain with Mexico. In the fall of 2004, law enforcement agencies along the border were asked to participate in Operation Stonegarden. The special operation was targeted at responding to potential threats of terrorist activities.

A post operation review revealed that not only did the use of additional law enforcement resources prevent terrorist activities, it also resulted in a decrease in local crime rates by as much as 48%. The success of this project, along with the success of previous projects led the Texas Boarder Sheriff's Coalition to appoint a committee to identify areas that could be strengthened in responding to criminal activity, narco-terrorism, human trafficking, and the brutal crimes associated with sophisticated and organized criminal enterprises. Operation Linebacker was developed as a result of the committees work.

Supporting Data

Border security is a multi-dimensional problem that threatens both the safety of Texans and the security of our nation. Although border security is a federal responsibility, Texas has an obligation to protect its citizens. Foreign leadership plans to use criminal alien smuggling organizations, result in violent crime in the U.S. A vulnerable border also presents opportunities to smuggle weapons of mass destruction into the U.S. undetected. There can be no homeland security in Texas without border security.

Of particular concern are criminals from countries such as Iraq, Iran, Indonesia, Bangladesh, and the Triborder region of Latin America which lies between Brazil, Argentina, and Paraguay. The triborder region is a focal point of Islamic extremism.

Local law enforcement has long been overwhelmed along the border. Events in Nuevo Laredo illustrate how powerful Mexican drug trafficking organizations torture, kidnap, and murder on both sides of the border.

The citizens who live along the border suffer the daily consequences of drug related violence, robbery, burglary, and theft. These armed criminal organizations also prey upon aliens who cross the border in search of employment.

(Source: Texas Governor Rick Perry, Border Security Plan for Texas).

Community Plan

If this is a local or regional project, the grant applicant must have participated in a local community planning process or the proposed project has to be in response to priorities set in a community plan. Identify what priorities this project addresses within your community plan. (See T.A.C. §3.51)

Project Linebacker will provide personnel and equipment to be used by the Operation Linebacker Task Force (Texas Border Sheriff's Coalition). The Task Force will utilize enhanced law enforcement strategies to prevent terrorism and protect American citizens.

The Texas/Mexico border represents 1,276.7 river miles. Some of this area consists of medium to large urban areas. A majority is rural that is lightly populated. This provides numerous potential sites in these regions that have been used for criminal activity in the United States.

Until recently, when criminal activity was thought of in reference to the border area, narcotics immediately came to mind. Now; however, we must have a different mind set because the contraband of the 21st century is people. Once in the United States, some people are used as slave labor, or sold as a commodity. The most serious concern is some people have a specific purpose to harm our nation. The smugglers work for money and our enemies have money. Money can easily provide a criminal passage across the porous sections of our Texas southern border. It is the job of each participating sheriff's office to protect the Texas citizens in each respective county. Operation Linebacker will protect Texas citizens from the criminals living or operating within the US border.

In Texas, many counties rely on the Sheriff's Offices for protection. Sheriff's Offices operate with limited budgets and not enough manpower to be 100% effective against a violent crime. This does not mean they will not be effective, it means that they need additional monies for personnel, equipment, supplies, and training. It also means they have to re-examine strategies, partnerships, and mutual aid agreements. Texas Border Sheriff's will enforce state laws and protect Texas citizens.

Goal Statement

The Sheriff's who live and work along the border must identify resources that are available for the protection of Texas communities. The Texas Border Sheriff's Coalition consists of Sheriff's Offices from 16 counties along the Texas-Mexico border. In view of the options available, The Texas Border Sheriff's Coalition strongly believes in the GOAL to provide enhanced law enforcement services within the 16 counties along the Texas/Mexico border. Operation Linebacker will utilize the 16 Texas Border Sheriff's as a taskforce to ensure safety of US citizens within the State of Texas.

Target Group

Briefly explain the target group for your project. Include the geographic area targeted, the target audience, and the relevant characteristics of those persons.

Geographic Area

This project will limit its investigative focus within the jurisdiction of Hidalgo County, Texas but will specifically target the seventy eight (78) miles of the river front that borders the Texas/Mexico international boundary.

Target Audience

Primary target audience: the illegal immigrant currently on Hidalgo County, Texas soil that are engaged in criminal activities.

Secondary target audience: individuals attempting to cross the United States/Mexico international border who intend to violate state or federal criminal laws on Hidalgo County, Texas soil.

Gender

Male and females

Ages

All ages, primary adults

Special Characteristics

Individuals included in criminal enterprises including drug trafficking, money laundering, human trafficking, terrorism, murder, and other violent crimes.

Activity Description

The Texas Border Sheriff's Coalition (TBSC) will implement Operation Linebacker to support the sheriff's offices in 16 border counties. Each sheriff will develop specialized plans to target the needs and gaps in resources within their county. Additional services may be provided through hiring new personnel, paying overtime for existing personnel, purchasing surveillance equipment, or specialized vehicles for use in rugged terrain, vehicle operating expenses, and other related costs.

The Sheriff's who live and work along the border must identify resources that are available for the protection of Texas communities. The Texas Border Sheriff's Coalition consists of Sheriff's Offices from 16 counties covering the Texas-Mexico border. In view of the options available, The Texas Border Sheriff's Coalition strongly believes in the goal to provide enhanced law enforcement services within the 16 counties along the Texas/Mexico border. The TBSC will coordinate efforts with the 16 participating sheriff's offices to provide the following:

The TBSC will utilize Additional local law enforcement personnel to provide enhanced law enforcement services to protect Texas communities. TBSC will place extra (local) patrols as enhanced law enforcement services. Funding will be used by the TBSC to hire additional personnel and purchase needed equipment. This would be an ongoing mission in which patrols can be increased.

The TBSC will utilize community volunteers to supplement the efforts of local law enforcement to provide enhanced law enforcement services. In order to accomplish this mission, Texas Sheriff's not only need the additional personnel, but also community volunteers in numerous roles to augment these efforts. They include Reserve Deputies, Citizens Police Academies, and Volunteers. All of them serving at the pleasure of the Sheriff and abiding by all of the rules and regulations set forth by each county and by state law.

The TBSC will ensure highly qualified well trained local law enforcement personnel. Monies for training and advertising for necessary positions will be provided for Operation Linebacker. Deputies will be provided specialized training to ensure they can effectively respond to situations specific to their border area. 100% of Sheriff Deputies and supplemental law enforcement personnel will be highly qualified and trained to specifically deal with the law enforcement issues that may arise for each specific Texas border county.

The TBSC will ensure Sheriff Deputies have the necessary Supplies, Materials and Equipment to respond to criminal activity within the 16 counties along the Texas/Mexico border. Each of the 16 participating Sheriff's Offices will be provided the necessary equipment (including vehicles), traditional law enforcement supplies and specialized law enforcement supplies to effectively respond to any incidents specific to the areas for which each Sheriff's Office serves. Equipment, supplies and materials will be tailored to the specific needs of each respective sheriff's office.

The TBSC may also increase bed space at county jails. The funds may be used for housing/medical costs, and expenditures related to transportation of arrestees. Funds for Linebacker may also be utilized for the training and hiring of additional detention officers. Any funds utilized on detention personnel, supplies, materials, and equipment will be based on any influx of criminal arrestees occurring specifically because of Operation Linebacker.

Project Objectives

Progress Reports are due the 10th day of each month. If the 10th day lands on a weekend or holiday, then the report is due the following business day. The Output/Outcome Measures are incorporated in the Progress Report Below:

PROGRESS REPORT Justice Assistance Grants

If reports are not submitted on time, grant funds will be placed on hold.

For clarification or assistance regarding the technical content of questions, please contact staff of the Texas Border Coalition Project.

Jose Lopez • 4141 Pinnacle St • Suite 213 • El Paso, TX 79902
Phone: (915) 241-1016 • Email: JoseRL23@yahoo.com

GRANTEE INFORMATION
Grant Number: <u>0717- 2006-DD-BX-0504</u>
Grantee/Agency Name: <u>Hidalgo County Sheriff's Office</u>
Project Title: <u>Operation Linebacker</u>
Month and Year for which data is being reported: <u> </u> / <u> </u>

- For each of the TCIC offense categories shown below, provide the numbers for this reporting period related specifically to the Border Initiative. Report arrests and outcomes of arrests supported by Linebacker or Border Coalition funding. Exclude any cases that are not directly related to the Border Initiative.
 - # of Individuals Arrested for a Felony Offense:** Count every arrest during the reporting period only once, categorized by the offense that was first associated with the discovery of a felony. Multiple arrests of the same individual should each be counted separately. The column should sum to equal the total number of new arrests in the reporting period.
 - # of Felony Charges Filed:** Count all charges filed during the reporting period, categorized by offense. If an individual is charged with more than one offense, count each charge separately.
 - # Felony Charges Dismissed:** Count all felony charges dismissed during the reporting period, categorized by offense. If an individual has some charges prosecuted and some charges dismissed, count each dismissal separately.
 - # Felony Convictions:** Count the total number of felony convictions during the reporting period, categorized by offense. If the same individual receives convictions on multiple charges, report each conviction separately.
 - # Deferred Adjudications:** Count the total number of individuals receiving deferred adjudication. If multiple charges are deferred for the same individual, count the deferral only once.

Note: The TCIC series code covers all offenses within each code category. For example, Murder covers TCIC codes 09990019 through 09990028.

	TCIC Series Code	# of Individuals Arrested for a Felony Offense	# Felony Charges Filed	# Felony Prosecutions	# Felony Convictions	# Deferred Adjudications
Murder	0999					
Assault/Injury (excludes family violence)	1399					
Aggravated Assault	1315					
Sexual Assault	1199					

Kidnapping	1099					
Unlawful Restraint	7099					
Child Abandonment	3806					
Deadly Conduct	5399					
Terroristic Threat	1602					
Protective Order Violation	3899					
Robbery	1299					
Burglary with Intent Sex Offense	2299					
Criminal Trespass	5707					
Unauthorized Use of Vehicle	2411					
Solicitation of Gang Membership	7099					
Trafficking of Person	5899					
Sell/Purchase Child	7299					
Drug Violations	3500 series					
Possession/Transport Hazardous Substances	5402, 5599					
Organized/Gang Criminal Activity	7399					
Money Laundering, Hinder Secured Creditors, Forgery/Falsification	2699					
Property Crimes	assorted					
Documentation Crimes	assorted					
Fugitive Apprehension	4800 – 5000					
Weapons	5200					

2. Of those arrested, provide additional detail on Border Initiative arrests associated with individual gangs. Do not count offenses committed by individual gang members of their own volition or outside of gang-directed activity. *Make copies of the table below as needed.*
 - # of Individuals Arrested for a Felony Offense: Count every arrest during the reporting period only once, categorized by the offense that was first associated with the discovery of a felony. Multiple arrests of the same individual should each be counted separately. The column should sum to equal the total number of new arrests in the reporting period.
 - # of Felony Charges Filed: Count all charges filed during the reporting period, categorized by offense. If an individual is charged with more than one offense, count each charge separately.

Name of Gang: _____

	TCIC Series Code	# Felony Arrests	# Felony Charges Filed
Murder	0999		
Assault/Injury (excludes family violence)	1399		
Aggravated Assault	1315		
Sexual Assault	1199		
Kidnapping	1099		
Unlawful Restraint	7099		
Child Abandonment	3806		
Deadly Conduct	5399		
Terroristic Threat	1602		
Protective Order Violation	3899		
Robbery	1299		
Burglary with Intent Sex Offense	2299		
Criminal Trespass	5707		
unauthorized Use of Vehicle	2411		
Solicitation of Gang Membership	7099		
Trafficking of Person	5899		
Sell/Purchase Child	7299		
Drug Violations	3500 series		
Possession/Transport Hazardous Substances	5402, 5599		
Organized/Gang Criminal Activity	7399		
Money Laundering, Hinder Secured Creditors, Forgery/Falsification	2699		
Property Crimes	assorted		
Documentation Crimes	assorted		
Fugitive Apprehension	4800 – 5000		
Weapons	5200		

3. Provide the number of intelligence referrals made to federal or state partners in support of Border Initiative objectives. _____

4. Number and value of Border Initiative seizures that resulted from activities conducted with Linebacker or Border Coalition support during the reporting period.

	Number of seizures during the reporting period	Total value of items seized during the reporting period	Total value of all forfeitures since the grant start date
Cash		\$	\$
Drugs*		\$	\$
Weapons		\$	\$
Vehicles		\$	\$
Other		\$	\$

**Use value established by the Texas Department of Public Safety.*

5. Number of PART-TIME sworn personnel assigned to the Border Initiative: _____
 - 5a. Total number of regular hours worked for all PART-TIME sworn personnel combined: _____
 - 5b. Total number of overtime hours worked for all PART-TIME sworn personnel combined: _____

6. Number of FULL-TIME sworn personnel assigned to the Border Initiative: _____
 - 6a. Total number of regular hours worked for all FULL -TIME sworn personnel combined: _____
 - 6b. Total number of overtime hours worked for all FULL -TIME sworn personnel combined: _____

7. Number of training courses related to the Border Initiative attended by sworn personnel during the reporting period: _____
 - 7a. Number of sworn personnel attending these courses: _____

8. Have you established citizen academies in your jurisdiction to support Border Initiative objectives?

No _____

Yes _____ → If yes, how many volunteers were trained during the reporting period?

Number of volunteers trained: _____

9. Number of multi-jurisdictional operations conducted with other local, state, or federal agencies during the current reporting period. _____

9a. Indicate the specific agencies involved in coordinated activities:

Indicate collaborating entities (check or specify all that apply):	
a. Federal	
☐ Bureau of Alcohol, Tobacco and Firearms	☐ U. S. Department of Justice
☐ Drug Enforcement Administration	☐ U. S. Department of Treasury
☐ Federal Aviation Administration	☐ U. S. Immigration and Naturalization Service
☐ Federal Bureau of Investigations	☐ U. S. Marshal
☐ Food and Drug Administration	☐ U. S. Office of Homeland Security
☐ Internal Revenue Service	☐ U. S. Postal Service
☐ National Guard Bureau	☐ U. S. Secret Service
☐ U. S. Attorney's Office	
☐ U. S. Border Patrol	☐ Others – please list: _____
☐ U. S. Coast Guard	_____
☐ U. S. Customs	_____
☐ U. S. Department of Agriculture	
b. State	
☐ Adjutant General's Counter drug Program	☐ Texas Racing Commission
☐ Texas Alcoholic Beverage Commission	☐ Texas State Board of Pharmacy
☐ Texas Attorney General	☐ Texas Parks and Wildlife Department
☐ Texas Commission on Private Security	☐ Texas Youth Commission
☐ Texas Department of Criminal Justice	
☐ Texas Department of Public Safety	☐ Others – please list _____
☐ Texas Lottery Commission	_____
☐ Texas National Guard	_____
c. Local	
☐ Sheriff's Departments from other counties	☐ Others – please list _____
☐ Municipal law enforcement agencies	_____

10. Number of Border Coalition meetings (4 annually), conference calls, or activities in which your county was requested to participate during the reporting period. _____

10a. Number of Border Coalition meetings, conference calls, or activities attended. _____

11. Number of other meetings or events attended in relation to the Border Initiative (e.g., meetings of the Southwest Border Sheriff's Coalition; Operation Rio Grande; Texas Office of Homeland Security). _____

12. Number of miles logged during the reporting period: _____

13. Total paid for fuel during the reporting period: _____

14. Average fuel cost per gallon: \$_____

Project Summary

The Texas/Mexico border represents 1,276.7 river miles. Some of this area consists of medium to large urban areas. A majority is rural that is lightly populated. This provides numerous potential crossing sites in these regions that have been used for generations by smugglers to bring contraband into the United States.

Until recently, when contraband was thought of in reference to the border area, narcotics immediately came to mind. Now; however, we must have a different mind set because the contraband of the 21st century is people. Some are brought across the border to be used as slave labor. Others are sold as a commodity. The most serious concern is some are brought across to harm our nation. The smuggler works for money and our enemies have money. Money can easily provide a criminal passage across the porous sections of our Texas southern border.

The Sheriff's who live and work along the border must identify resources that are available for the protection of Texas communities. The Texas Border Sheriff's Coalition consists of Sheriff's Offices from 16 counties covering the Texas-Mexico border. In view of the options available, The Texas Border Sheriff's Coalition strongly believes in the GOAL to provide enhanced law enforcement within the 16 counties on the Texas/Mexico border. Operation Linebacker will utilize Texas Border Sheriff's to enhance law enforcement services and protect Texas citizens.

Comprehensive Certification and Assurances

Applicants must complete and submit this section to the Texas Border Sheriff's Coalition before they will receive state and/or federal funds. Recipients of state and/or federal funds must fully understand and comply with the requirements listed for the Assurances on pages 4-6 of the Application/Contract Instruction Kit for this project. Failure to comply may result in the withholding of funds, termination of the award, or other sanctions.

Certifications and Assurances

The applicant has read and will fully comply with the Comprehensive Certifications and Assurances stated on pages 4-6 of the Application/Contract Instruction Kit for this project:

 X Yes No

Audit Certification

Applicant agencies who expend combined federal funding or combined state funding of \$500,000 or more during the fiscal year are required to submit an annual single audit by an independent auditor in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133. In the spaces provided below please provide the total combined federal funds expended and the total combined state funds expended during the most recently completed fiscal year.

a) Total combined Federal Funds expended by agency or local unit of government:

- b) Total combined State Funds expended by agency or local unit of government:
- c) Enter agency fiscal year:

Note: applicants who expend less than \$500,000 in combined federal or combined state funds are exempt from the Single Audit Act.

Equal Employment Opportunity Plan (EEOP) Certification

Definitions:

Type I Entity – An applicant that meets one or more of the following criteria:

- a) an applicant has less than 50 employees;
- b) the applicant is a non-profit organization;
- c) the applicant is a medical institution;
- d) the applicant is an Indian tribe;
- e) the applicant is an educational institution; or
- f) the applicant is receiving a single award of less than \$25,000

Federal law exempts a Type I Entity from the EEOP requirements.

Type II Entity – An applicant that has 50 or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000. Federal law required a Type II Entity to formulate an EEOP and keep it on file.

Type III Entity – An applicant that does not qualify as a Type I Entity or Type II Entity. Federal law required a Type III Entity to formulate an EEOP and submit it for approval to the Office of Justice Programs, U.S. Department of Justice.

If the applicant is a Type I, II, or III Entity, SELECT one of the following:

___ Option 1: I certify that:

- a) the applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- b) the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

__X__ Option 2: I certify that:

- a) the applicant is a Type II Entity as defined above;
- b) the applicant has formulated an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- c) the EEOP has been formulated and signed into effect within the past two years by the proper authority;
- d) the EEOP is on file in the office of (insert name and address)

-
- e) the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations; and
 - f) the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

____ Option 3: I certify that:

- a) the applicant is a Type III Entity as defined above;
- b) the EEOP has been formulated and signed into effect within the past two years by the proper authority;
- c) the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice as has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- d) the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Debarment Certification

- A. The applicant certifies that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - 2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above; and have not within a three-year period preceding this application has one or more public transactions (federal, state, or local) terminated for cause or default.
- B. If the applicant is unable to certify the above statements, Select 'Unable to Certify' and provide an explanation below:

____ Unable to Certify

Grant Award Conditions

- Submitting this Application/Contract along with all required documentation will serve as the grant acceptance.
- All grantees will need to complete and submit a Vendor Direct Deposit Authorization form.
- By the last day of each month, all Invoices or Purchase Orders will need to be sent to:
Texas Border Sheriff's Coalition
4141 Pinnacle St.
Suite 213
El Paso, TX 79902
- For state funds, a request for funds must be submitted. A request for funds form must be:
 1. signed by the Financial Officer or one of their designated alternates. A letter must be sent to the Texas Border Sheriff's Coalition signed by the Authorized Official or the Financial Official and by the alternate requesting the alternate to be added.
 2. submitted with invoices or P.O.'s for any equipment purchased.
- All funds must be EXPENDED by 04/30/2007.
- All grantees are required to submit expenditure reports on a quarterly basis.
- Any sheriff's office not submitting required reports and documentation will cause a hold on all funds for the entire Texas Border Sheriff's Coalition.
- All grantees are required to submit Progress Reports on a monthly basis (due by the 10th day of each month).
- The awarding agency may withhold drawdowns to a recipient organization receiving cash funds by letter of credit or by electronic transfer of funds, if the recipient demonstrates any of the following:
 1. Unwillingness or inability to attain program or project goals or to establish procedures that will minimize the time elapsing between the cash drawdowns and expenditure;
 2. Inability to adhere to guideline requirements or special conditions;
 3. Improper engagement of awarding and administering subawards or contracts;
 4. Inability to submit reliable and/or timely reports.
- The recipient organization may be required to finance its operation with its own working funds until such time the recipient is in compliance with its award.
(Source: *Office of Justice Programs, Financial Guide*)
 - All Federal/State funds must be placed in interest earning accounts.
 - Grantees will monitor time and attendance for all positions hired using State and Federal funds.

- Documentation will be kept on file to show officers being paid out of Operation Linebacker funds are working on specific case numbers.
 - All grantees agree that all equipment purchased through state and federal funds is the property of the Texas Border Sheriff's Coalition. Though each grantee will purchase equipment based on local policy, any equipment purchased is still the property of the Texas Border Sheriff's Coalition.
- **Title.** The Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC §3789, et seq., Section 808, requires that the title to all equipment and supplies purchased with funds made available under the Crime Control Act shall vest in the criminal justice agency or non-profit organization that purchased the property, if it provides written certification to the State office that it will use the property for criminal justice purposes. If such written certification is not made, title to the property shall vest in the State office, which shall seek to have the equipment and supplies used for criminal justice purposes elsewhere in the State prior to using it or disposing of it in any other manner.
(Source: *Office of Justice Programs, Financial Guide*)
 - The grantee agrees that if any equipment is lost, damaged or destroyed due to negligence, then the grantee is liable for that equipment.
 - The grantee agrees to keep records demonstrating that salaries, overtime, and compensatory time are allowable and in accordance with local policy.
 - **Conflict of Interest:**
 - Employees that decide to run for public office must resign from their grant paid position at the time they officially file for the campaign.
 - Two relatives may be working on the same grant, but neither can be supervised by the other. Documentation may also be requested indicating that neither of the employees had any say in hiring the other.
 (Source: *Office of the Governor, Criminal Justice Division, Grantee Briefing Document*)
 - The grantee assures no Sheriff will be paid with Operation Linebacker funds.
 - The grantee must maintain a seizure/forfeiture log. Any funding received as a result of seizures/forfeitures will remain with the sheriff's office. However, these funds will be listed as Generated Program Income and used as a match for the Operation Linebacker grants. An amendment may be submitted by the sheriff's office to increase their grant award based on the supplemental funds received by the seizure/forfeiture.
 - The grantee will provide requested information to the Texas Border Sheriff's Coalition in a timely manner (within 30 days of the request).
 - During a monitoring visit, the grantee must be prepared to provide the most recent results of a drug test of any officer working on Operation Linebacker.
 - All officers being paid out of Operation Linebacker funds are still employees of each respective sheriff's office, not an employee of the State of Texas or the Federal Government.

- The grantee agrees that in the event of loss or misuse of Operation Linebacker funds, the grantee assures that the funds will be returned to the Texas Border Sheriff's Coalition.
 - The grantee agrees to segregate all grant funds from their regular operational funds (grant funds should not be commingled with the grantee's other funds)
 - The grantee agrees to file a written report after the grant term has ended which represents to the Texas Border Sheriff's Coalition that all grant funds were used in accordance with the approved grant application.
- Lobbying. The grantee understands that no appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express approval of the Office of Justice Programs, United States Department of Justice (*Source: Office of Justice Programs, Financial Guide*).
 - Time and Effort Record. Where employees are expected to work solely on a single Federal or State award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employees worked solely on that program for the period covered by the certification. These certifications will be prepared at least semi-annually and will be signed by the employee or supervisory official having first hand knowledge of the work performed by the employee (*Source: Governor's Office of Budget and Planning, Uniform Grant Management Standards*).
 - The Authorized Official must sign the Award Conditions Sheet acknowledging the acceptance and understanding of the Special Conditions.

This grant application serves as the contract between the grantee (Sheriff's Office) and the Texas Border Sheriff's Coalition.

HIDALGO COUNTY
SHERIFF'S OFFICE
2007 REVISED SALARY SCHEDULE

6-1284-421-00-280-035-7

TBSC Operation Linebacker Grant

Slot #	Obj. Code	Position Title	2006 Salary	% Inc.	Increase Amount	Other Increase	Total Increase	2007 Salary	Other Allowances		2007 Total Compensation
									Longevity	Supplemental Pay	
									115	117	

1	113	Senior Deputy	37,466.00			1,311.00	1,311.00	38,777.00	1,000.00	3,300.00	43,077.00
2	113	Senior Deputy	37,466.00			1,311.00	1,311.00	38,777.00	1,000.00	3,300.00	43,077.00
3	113	Senior Deputy	37,466.00			1,311.00	1,311.00	38,777.00	1,000.00	3,300.00	43,077.00
4	113	Senior Deputy	37,466.00			1,311.00	1,311.00	38,777.00	1,000.00	3,300.00	43,077.00

Totals			149,864.00			0.00	5,244.00	5,244.00	155,108.00	4,000.00	13,200.00	172,308.00
--------	--	--	------------	--	--	------	----------	----------	------------	----------	-----------	------------

DATE: December 19, 2006

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: TBSC Operation Linebacker

ACCOUNT NUMBER: 6-1284-421-00-280-035-7

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-421-00-280-035-7-131	Salaries	108,593.00
6-1284-421-00-280-035-7-115	Longevity Pay	2,769.00
6-1284-421-00-280-035-7-117	Supplemental Pay	9,138.00
6-1284-421-00-280-035-7-211	Health Insurance	11,021.00
6-1284-421-00-280-035-7-212	Life Insurance	87.00
6-1284-421-00-280-035-7-220	FICA	9,218.00
6-1284-421-00-280-035-7-230	Retirement	\$11,240.00
6-1284-421-00-280-035-7-250	Unemployment Compensation	600.00
6-1284-421-00-280-035-7-260	Workers' Compensation	9,693.59
6-1284-421-00-280-035-7-434	Repair & Maint. Service--Vehicles	1,400.00
6-1284-421-00-280-035-7-604	Drugs and Medicine	50.00
6-1284-421-00-280-035-7-664	Other Minor Equipment	2,935.00
6-1284-421-00-280-035-7-681	Vehicles Parts and Supplies	1,184.00
6-1284-421-00-280-035-7-741	Vehicles	45,000.00
6-1284-421-00-280-035-7-748	Other Equipment	8,000.00
TOTAL APPROPRIATIONS		220,928.59
6-1284-331-10-280-035-7-000	Texas Border Sheriff's Coalition	220,928.59
TOTAL REVENUES		220,928.59

REASON:

To appropriate budget for the Texas Border Sheriff's Coalition grant awarded by the Bureau of Justice Assistance. This amount represents the federal portion of the Operation Linebacker grant. Grant No.: 0717-2006-DD-BX-0504. Grant Period: 05/01/06-04/30/07.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-1708

12.A.

**US 83 Highway Improvement
CC REGULAR**

Date: 12/28/2006
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Agenda Item

CAPTION

Approval and concurrence of TxDot proposed US 83 Highway Improvement. (CSJ:39-17-148, west of Showers Road to Bus. 83 and Inspiration Road; overpass & CSJ:865-1-85, north and south of US 83)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [US 83 Highway Improvement](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2006 10:30 AM	APRV
2	Sergio Cruz	Sergio Cruz	12/21/2006 02:39 PM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 10:20 AM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 04:06 PM	APRV
5	Arcy Duran	Arcilia Duran	12/22/2006 04:43 PM	APRV
6	Becky Morales			NEW
7	Agenda Coordinator			

Form Started By: Sandra Garcia

Started On: 12/19/2006 02:25 PM

Final Approval Date:

COUNTY: HIDALGO PROJ. NO. C 39-17-148 ECT.
 HWY. NO. US 83 LETTING DATE
 DATE ACCEPTED

US 83 (0039-17-148) ECT.

FINAL PLAN DATA :

FINAL CONTRACT PRICE : _____
 CONTRACTORS NAME : _____
 CONTRACTORS ADDRESS : _____
 LETTING DATE : _____
 DATE WORK BEGAN : _____
 DATE WORK COMPLETED : _____
 DATE OF ACCEPTANCE : _____

CHANGE ORDERS & SUPP. AGREEMENTS :

THE STANDARD SHEETS 200 TO 227, 348 TO 369, AND 468 TO 487, PLUS STANDARD SHEETS 611 AND 612 HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

11-28-06

DATE

PEDRO R. ALVAREZ, P.E.



THE STANDARD SHEETS 501 TO 518, 560 TO 574, AND 601 TO 608 HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

DATE

ROBERTO D. GARZA JR., P.E.



TXDOT STANDARD SHEETS IDENTIFIED ON THE INDEX OF SHEETS HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS END.

11/27/06
DATE

Armando J. Sandoval, P.E.



STATE OF TEXAS DEPARTMENT OF TRANSPORTATION

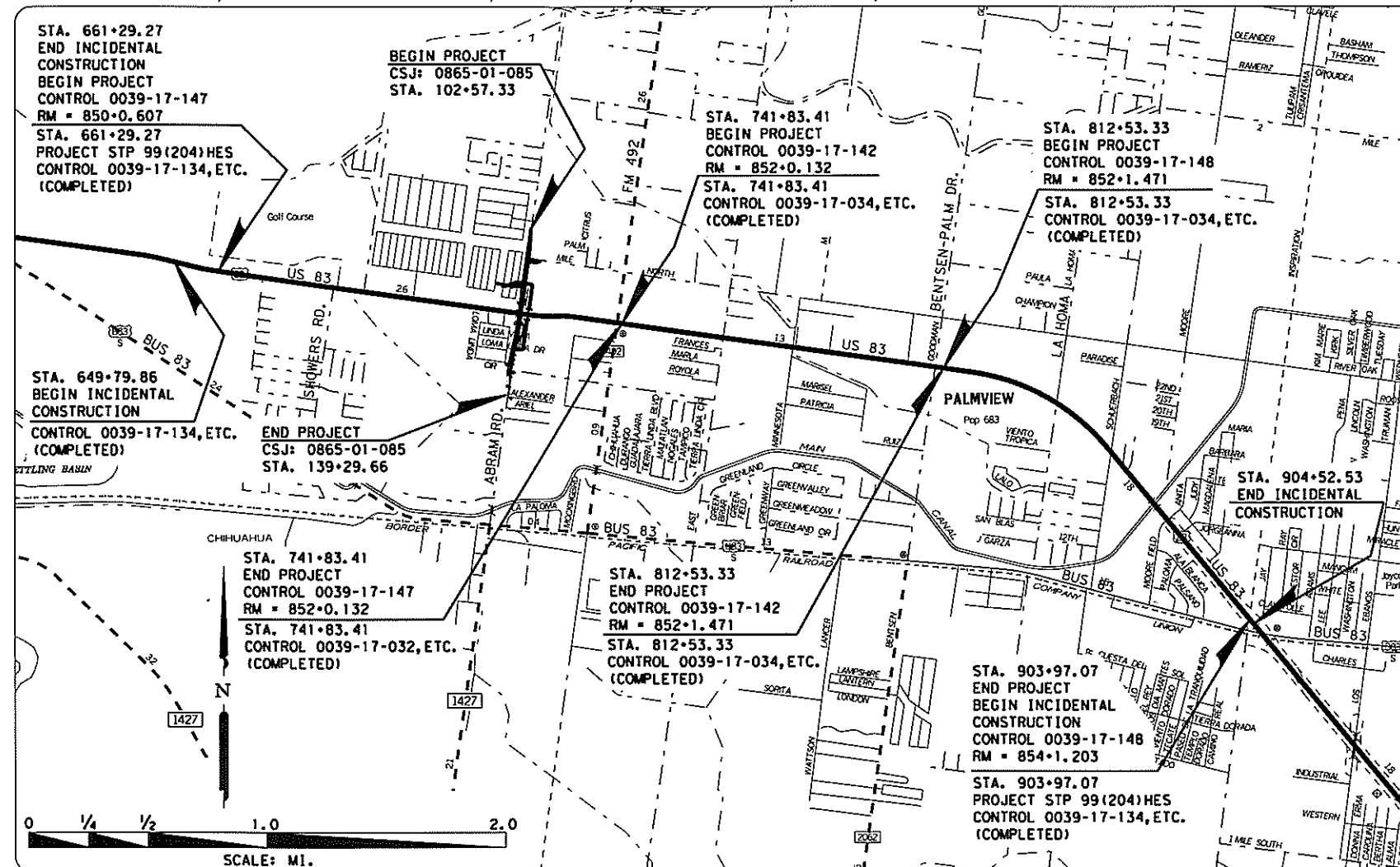
PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENT

C 0039-17-148, NET LENGTH OF PROJECT ROADWAY: = 9,024.70 FT = 1.709 MI
 BRIDGE: = 174.50 FT = 0.033 MI
 C 0039-17-142, NET LENGTH OF PROJECT ROADWAY: = 7,069.92 FT = 1.339 MI
 C 0039-17-147, NET LENGTH OF PROJECT ROADWAY: = 8,054.13 FT = 1.526 MI
 C 0865-01-085, NET LENGTH OF PROJECT ROADWAY: = 3,212.33 FT = 0.608 MI
 BRIDGE: = 460.00 FT = 0.087 MI
 PROJECT TOTAL: = 27,995.58 FT = 5.302 MI

HIDALGO COUNTY
US 83

CSJ: 39-17-148, ETC. LIMITS: FROM: 0.5 MI. W. OF SHOWERS RD.
TO: BUS 83/INSPIRATION RD. OVERPASS
 CSJ: 865-1-85 LIMITS: FROM: 0.36 MI. N. OF U.S. 83
TO: 0.34 MI. S OF US 83

CONSTRUCTION OF A FREEWAY FRONTAGE ROADS FACILITY & BRIDGE UNDERPASS, CONSISTING OF : GRADING, DRAINAGE STRUCTURES, LIME TREAT. SUBGRADE, FLEXIBLE BASE, ASPHALTIC CONCRETE PAVEMENT, CURB & GUTTER, TRAFFIC SIGNALS, SIGNING, AND PAVEMENT MARKINGS & BRIDGE STRUCTURE.



0 1/4 1/2 1.0 2.0
SCALE: MI.

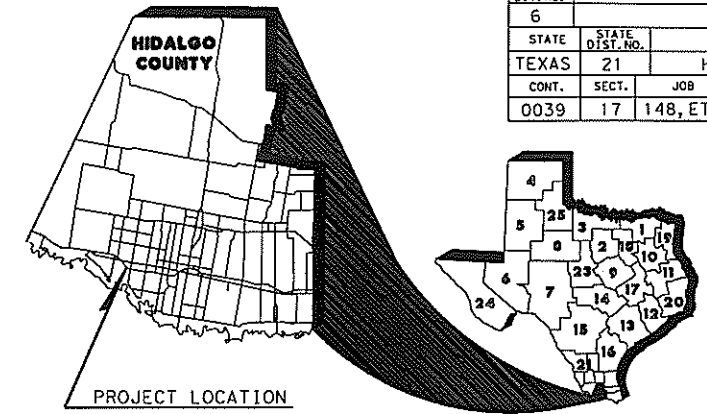
© 2006 TxDOT ; ALL RIGHTS RESERVED.
T.O.L.R INSPECTION REQUIRED

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON JUNE 1, 2004 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS. SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, DECEMBER 1993) .

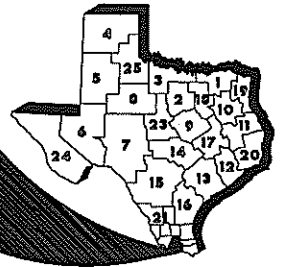
PROJECT DATA

DESIGN SPEED: : 70 MI/HR
 MAIN LANES : 50 MI/HR
 FRONTAGE ROAD : 35 MI/HR (MIN.)
 RAMP : 50 MI/HR (USUAL)
 SH495/BRIDGE APPROCH : 45 MI/HR

EXCEPTION: NONE
 EQUATION : MAIN LANES: NONE
 E.B. FRONT.: NONE
 W.B. FRONT.: NONE



FED. RD. DIV. NO.	PROJECT NO.	SHEET NO.
6		1
STATE DIST. NO.	COUNTY	
TEXAS 21	HIDALGO	
CONT.	SECT.	JOB
0039	17	148, ETC.
		US 83



LOCAL ENTITIES

CITY OF MISSION
PLANS APPROVED: _____ DATE: 11/14/06
 NAME: _____ TITLE: _____

CITY OF PALMVIEW
PLANS APPROVED: _____ DATE: _____
 NAME: _____ TITLE: _____

COUNTY OF HIDALGO
PLANS APPROVED: _____ DATE: _____
 NAME: _____ TITLE: _____

HIDALGO CO. DRAINAGE DIST. No. 1
PLANS APPROVED: _____ DATE: 12/5/06
 NAME: _____ TITLE: _____

HIDALGO CO. IRRIGATION DIST. No. 6
PLANS APPROVED: _____ DATE: 11/29/06
 NAME: _____ TITLE: _____

L&G Engineering

Highway / Civil 2188 W. Expressway 83
 Structural / Bridge Mercedes, TX. 78578
 Environmental Phone: (956) 565-9813
 Construction Material Testing Fax: (956) 565-9818

SUBMITTED FOR LETTING: 11/27/06

JACINTO GARZA, P.E.
PROJECT MANAGER - SH495 UNDERPASS PROJECT

TEXAS DEPARTMENT OF TRANSPORTATION

RECOMMEND FOR LETTING: _____ SUBMITTED FOR LETTING: 11-28-06
 DISTRICT ENGINEER: _____ AREA ENGINEER: _____
 APPROVED FOR LETTING: _____ APPROVED FOR LETTING: _____
 DIRECTOR OF TRAFFIC OPERATIONS DIVISION DIRECTOR, DESIGN DIVISION

AI-1711

12.B.

**Interlocal Agreement
CC REGULAR**

Date: 12/28/2006
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Agenda Item

CAPTION

Discussion an possible action to enter in an Interlocal Agreement between the County of Hidalgo and the Drainage District No. 1 for technical advise and expertise in the area of acquisition of right of way and other real property.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Interlocal Agreement](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2006 10:31 AM	APRV
2	Sergio Cruz	Sergio Cruz	12/21/2006 03:01 PM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 10:20 AM	APRV
4	Auditor's Office	Arcilia Duran	12/22/2006 05:03 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/22/2006 05:11 PM	APRV

Form Started By: Sandra Garcia

Started On: 12/19/2006 02:51 PM

Final Approval Date: 12/22/2006

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

THIS AGREEMENT is made on this the _____ day of _____ 2006 by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, hereinafter referred to as “Drainage District”, and **HIDALGO COUNTY, TEXAS**, hereinafter referred to as “County”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, Hidalgo County Drainage District No. 1 (the “Drainage District”) is in need of technical advise and expertise in the area of acquisition of right of way and other real property;

WHEREAS, Hidalgo County, through its Right of Way Department (the “Department”), is available and willing to assist the Drainage District by providing such expertise and technical advise to the Drainage District on an as needed basis;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable;

WHEREAS, the Drainage District and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the “Act”) which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the Drainage District and the County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The County, through the Department, shall assist the Drainage District with compliance and interpretation of procedures for right of way and real property acquisitions. All property acquisitions and real estate matters shall be conducted in the usual and costmary manner of the Department on an as needed basis.
2. The Drainage District agrees to compensate the Department for the costs associated with right of way acquisitions and real estate matters in an amount not to exceed Seventy-Two Thousand Five Hundred One Dollars and 50/100ths (\$72,501.50) for a period of one (1) year.
3. The County may provide, upon written request from the Drainage District, additional services upon such terms and conditions as may be mutually agreed to between the Drainage District and the County.

4. This Agreement shall be for a period of one (1) year from the date first written above and may be renewed for five (5) additional one (1) year terms under the same terms and conditions upon written agreement between the parties.
5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
6. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
7. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
8. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District and County, and not otherwise.
9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Drainage District No. 1
Drainage District No. 1
Attention: Godfrey Garza, Jr.
902 N. Doolittle Road
Edinburg, Texas 78539

If to Hidalgo County:
Hidalgo County, Texas
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

With Copy to:
Hidalgo County Right of Way Dept.
Jose Pena, Director
509 E. Earling Road
San Juan, Texas 78589

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
13. **Assignment.** This Agreement shall not be assignable.
14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
16. **Authority to Execute.** The execution and performance of this Agreement by Drainage District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and County in accordance with its terms.
17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the

governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Godfrey Garza, Manager

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Eddy Trevino, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-1669

13.A.

**Approval of 2007 Elected Official Bonds
CC REGULAR**

Date: 12/28/2006
Submitted By: Mari Gutierrez, COUNTY CLERK
Submitted For: Arturo Guajardo, Jr.
Department: COUNTY CLERK
Agenda Area: County Clerk

Agenda Item

CAPTION

Authorization to approve the 2007 Elected Official Bonds

1. Juan D. Salinas, III - County Judge
2. Arturo Guajardo, Jr. - County Clerk
3. Laura Hinojosa - District Clerk
4. Hector Palacios - Commissioner Pct. 2
5. Oscar Garza, Jr. - Commissioner Pct. 4
6. Rodolfo Gonzalez - County Court at Law Judge #1
7. Jaime Palacios - County Court at Law Judge #2
8. Homero Garza - Probate Court Judge
9. Fred Garza - County Court at Law Judge #4
10. Arnoldo Cantu - County Court at Law Judge #5
11. Albert Garcia - County Court at Law Judge #6
12. Jesus E. Morales - Justice of the Peace Pct. 1 Pl. 2
13. Rosa Trevino - Justice of the Peace Pct. 2 Pl. 2
14. Ismael Ochoa - Justice of the Peace Pct. 3 Pl. 3
15. Mary Alice Palacios - Justice of the Peace Pct. 4 Pl. 2
16. Espiridion Jackson - Justice of the Peace Pct. 5 Pl. 1

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Bonds](#)

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

Form Routing/Status

Route Seq	Inbox Approved By Date	Status
Form Started By: Mari Gutierrez	Started On: 12/14/2006 04:44 PM	
Final Approval Date:		

Texas



Western Surety Company

FILED
AT 10:00 CLOCK L M
DEC 12 2006
EDDY TREVINO, COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY *[Signature]* DEPUTY

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of HIDALGO } SS

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. **OFF-15861981**

That we, JUAN D SALINAS III, as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as
Surety, are held and bound unto¹ COUNTY TREASURER, his successors in office,

in the sum of² TEN THOUSANDAND NO/100 DOLLARS (\$ 10,000.00),
(NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)

for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and
severally, by these presents.

Dated this 5TH day of DECEMBER, 2006.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal
was on the 5TH day of DECEMBER, 2006, duly
ELECTED (Elected-Appointed) to the office of COUNTY JUDGE in and for³ HIDALGO

County, State of Texas, for a term of 4 year s commencing on the 1st day of
JANUARY, 2007.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties re-
quired of him by law as the aforesaid officer, and shall⁴

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the
number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the
aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the
amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the
party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability
hereunder shall terminate as to subsequent acts of the Principal.

Countersigned

By *[Signature]*
Resident Agent

[Signature] Principal
WESTERN SURETY COMPANY
By *[Signature]*
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of _____ } SS

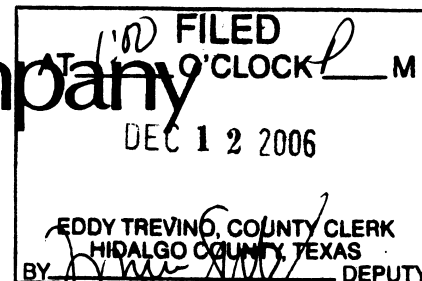
Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Hidalgo } ss



KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 70202393

That we, Arturo Guajardo, Jr., as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,
are held and bound unto ¹ County of Hidalgo, his successors in office,

in the sum of ² Five Hundred Thousand and 00/100 DOLLARS (\$500,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and
severally, by these presents.

Dated this 29th day of November, 2006.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Principal was on the _____ day of _____, _____, duly
elected to the office of Clerk in and for ³ Hidalgo
(Elected—Appointed)
County, State of Texas, for a term of four years commencing on the 1st day of
January, 2007.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties
required of him by law as the aforesaid officer, and shall ⁴
faithfully perform the duties of office.



then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the
number of claims which may be made against this bond, the liability of the Surety shall not be cumulative
and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not
exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the
party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's
liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned

By _____
Resident Agent

Arturo Guajardo, Jr. Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

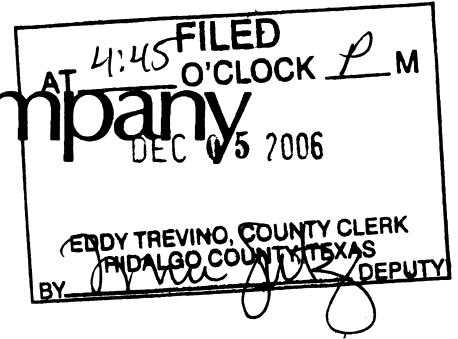
THE STATE OF TEXAS

TXAS



Western Surety Company

OFFICIAL BOND AND OATH



THE STATE OF TEXAS }
County of Hidalgo } ss

KNOW ALL PERSONS BY THESE PRESENTS:

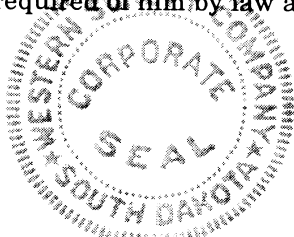
BOND No. 70208967

That we, Laura Hinojosa, as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,
are held and bound unto¹ Governor of Texas, his successors in office,
in the sum of ²One Hundred Thousand and 00/100 DOLLARS (\$100,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and
severally, by these presents.

Dated this 7th day of December, 2006.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Principal was on the _____ day of _____, _____, duly
elected to the office of District Clerk in and for ³Hidalgo
(Elected—Appointed)
County, State of Texas, for a term of four years commencing on the 1st day of
January, 2007.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties
required of him by law as the aforesaid officer, and shall ⁴
faithfully perform the duties of the office.



then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the
number of claims which may be made against this bond, the liability of the Surety shall not be cumulative
and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not
exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the
party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's
liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned

By _____

Resident Agent

Laura Hinojosa Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

OFFICIAL BOND AND OATH



STATE FARM FIRE AND CASUALTY COMPANY

BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, RODOLFO GONZALEZ of 507 WOODLAND DR, PHARR, TX 78577-5234

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as Surety, are held and firmly bound unto COUNTY OF HIDALGO

in the penal sum of TEN THOUSAND AND NO/100 Dollars (\$ 10,000.00), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this 18TH day of OCTOBER, 2006.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of JUDGE

for a term of FOUR YEARS beginning on JANUARY 1, 2007 and ending on DECEMBER 31, 2010

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

[Signature]
Licensed Resident Agent

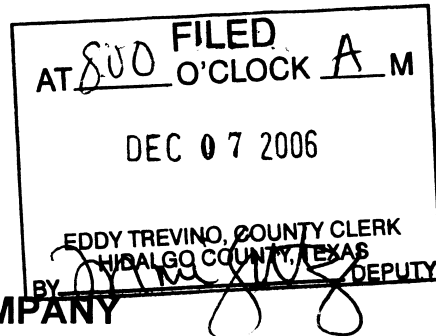


[Signature]
Principal

STATE FARM FIRE AND CASUALTY COMPANY

By [Signature]
Attorney-in-fact

The within bond and the Surety thereon are hereby approved this 18th day of Oct, 2006





OLD REPUBLIC SURETY GROUP

7610 Stemmons, Suite 400 • Dallas, Texas 75247

- ☐ Old Republic Surety Company
☐ Old Republic Insurance Company
☐ _____

Bond No. LPO 912187

Official Bond

(Not valid if filled in for more than \$50,000.)

FILED
AT 12 0 O'CLOCK P M

DEC 04 2006

EDDY TREVIÑO, COUNTY CLERK
HIDALGO COUNTY, TEXAS

BY _____ DEPUTY

KNOW ALL MEN BY THESE PRESENTS:

That we Jaime Joel Palacios, of Pharr, Texas
as principal and Old Republic Surety Company, as Surety, are held and firmly bound unto _____
Judge

and or his successors in penal sum of Ten Thousand Dollars and NO/100-----
(\$ 10,000.00) Dollars for the payment of which, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 4th day of December, A.D. 192006.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That Whereas, the said Principal has been
elected or appointed to (or holds by operation of law) the office of County Court At Law #2
for a term beginning on January 1, 2007 and ending on December 31, 2007.

NOW, THEREFORE, If the said principal shall faithfully perform and discharge all the duties required of him by
law aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, Witness our hands.

OATH OF OFFICE

Principal

"I _____, do solemnly swear
(or affirm), that I will faithfully execute the duties of the office of _____ of
this State, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this
State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay,
contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward
for the getting or withholding a vote at the election at which I was elected. So help me God."

(Seal)

(Sworn to and subscribed before me, at _____

this _____ day of _____ A.D. 19 _____

Notary Public

(Agency)

(Surety)

By _____

By _____
Attorney-in-Fact



RLI Surety
A Division of RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

Official Bond And Oath

Bond No. 4016844

FILED

O'CLOCK ____ M

DEC 13 2006

KNOW ALL MEN BY THESE PRESENTS:

That we, Albert Garcia
and RLI Insurance Company, a corporation duly licensed to do business in the State of TXAS
are held and firmly bound unto the Hidalgo County Clerk in the penal sum
of Ten Thousand Dollars & No cents DOLLARS
(\$10,000), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal
representatives firmly by these presents.

DATED this 13 day of December, 2006

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly ☐ elected ☒ appointed
to the office of County Judge in the State of
Texas for the term commencing on the 1 day of January, 2007 and ending on January 1, 2011.
NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and
of no effect.

This bond is executed by the Surety upon the following express conditions:

FIRST, the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the
failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be
deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be
selected or designated by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal or any
interest on said public moneys or funds, any law, decision, ordinances, or statute to the contrary notwithstanding.

SECOND, that the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes,
licenses, levies, assessments, etc., with the collections or which he may be chargeable by reason of his election or appointment as
aforesaid.

THIRD, that the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to the Obligee and this
bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the
terms, conditions and provisions of this bond for any act or acts covered by this bond which may have been committed by the
Principal up to the date of such cancellation.

Countersigned

By

Albert Garcia

Principal

RLI Insurance Company

Attorney-In-Fact

THOMAS GUZMAN JR.

Approving Officer

Agent

Title

APPROVAL:

I have inspected the above Bond and do hereby certify
that the same is sufficient.





RLI Surety
A Division of RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

Official Bond And Oath

FILED
AT 4:05 O'CLOCK P.M.
DEC 04 2006
EDDY TREVIÑO, COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY [Signature] DEPUTY

Bond No. RSB0528322

KNOW ALL MEN BY THESE PRESENTS:

That we, Arnoldo Cantu Jr., as Principal,
and **RLI Insurance Company**, a corporation duly licensed to do business in the State of Texas, as Surety,
are held and firmly bound unto the Hidalgo County Clerk in the penal sum
of Ten Thousand Dollars And No Cents DOLLARS
(\$ 10,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal
representatives firmly by these presents.

DATED this 11th day of September, 2006.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly ☐ elected ☒ appointed
to the office of County Judge in the State of
Texas for the term commencing on the 9th day of December, 2006 and ending on December 9, 2010.
NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and
of no effect.

This bond is executed by the Surety upon the following express conditions:

FIRST, the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the
failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be
deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be
selected or designated by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal or any
interest on said public moneys or funds, any law, decision, ordinances, or statute to the contrary notwithstanding.

SECOND, that the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes,
licenses, levies, assessments, etc., with the collections or which he may be chargeable by reason of his election or appointment as
aforesaid.

THIRD, that the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to the Obligee and this
bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the
terms, conditions and provisions of this bond for any act or acts covered by this bond which may have been committed by the
Principal up to the date of such cancellation.

Countersigned

By

Arnoldo Cantu Jr.

Principal

RLI Insurance Company

Roy C. Die

Attorney-In-Fact

Approving Officer

Title

APPROVAL:

I have inspected the above Bond and do hereby certify
that the same is sufficient.



OLD REPUBLIC

- ☒ Old Republic Surety Company
☐ Old Republic Insurance Company
☐ Bituminous Casualty Corporation
☐ International Business and Mercantile REassurance Company

AT 9:00 FILED O'CLOCK A M

7610 Stemmons, Suite 400
P.O. Box 569486, Dallas, TX 75356-9480
Phone: (214) 634-1900/Fax: (214) 688-1120
EDDY TREVIÑO, COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY [Signature] DEPUTY

OFFICIAL BOND AND OATH

LPO 900270

Bond Number

KNOW ALL PERSONS BY THESE PRESENTS:

That we, HOMERO GARZA, of MCALLEN, TX as Principal, and Old Republic Surety Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the COUNTY TREASURER COUNTY COURTHOUSE and/or his/her successors in the penal sum of TEN THOUSAND AND NO/100 Dollars (\$ 10,000),

for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 10TH day of OCTOBER, 2006.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 31ST day of DECEMBER, 2006, duly Elected to the office of (Elected - Appointed)

PROBATE COURT JUDGE in and for HIDALGO County in the State of Texas, for a term of 4 year(s) commencing on the 31ST day of DECEMBER, 2006.

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall FAITHFULLY PERFORMS HIS/HER DUTIES

_____, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

HOMERO GARZA Principal

Countersigned

Old Republic Surety Company

Surety

By: _____
Texas Resident Agent

BY S. GREEN Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at _____, Texas, this _____ day of _____, 20____.

SEAL

Notary Public

_____ County, Texas



OLD REPUBLIC

- ☒ Old Republic Surety Company
- ☐ Old Republic Insurance Company
- ☐ Bituminous Casualty Corporation
- ☐ International Business and Mercantile REassurance Company

AT 10 **FILED** 5 O'CLOCK PM
 7610 Stemmons, Suite 400
 P.O. Box 569486, Dallas, TX 75356-9480
 Phone: (214) 634-1900/Fax: (214) 638-1120

JUAN D. SALINAS III, COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 DEPUTY

OFFICIAL BOND AND OATH

LPO 904281
 Bond Number

KNOW ALL PERSONS BY THESE PRESENTS:

That we, FEDERICO FRED GARZA, JR., of MISSION, TX as Principal, and Old Republic Surety Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the COUNTY COURT AT LAW #4 COUNTY COURTHOUSE and/or his/her successors in the penal sum of TEN THOUSAND AND NO/100 Dollars (\$ 10,000),

for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 10TH day of OCTOBER, 2006.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 31ST day of DECEMBER, 2006, duly _____ to the office of _____

(Elected - Appointed)

JUDGE in and for HIDALGO County in the State of Texas, for a term of 4 year(s) commencing on the 31ST day of DECEMBER, 2006.

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall FAITHFULLY PERFORMS HIS/HER DUTIES

_____, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Federico Fred Garza, Jr.
 FAITHFULLY PERFORMS HIS/HER DUTIES Principal

Countersigned

By: _____
 Texas Resident Agent

Old Republic Surety Company
Surety
 BY S. Green
 S. GREEN Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at _____, Texas, this _____ day of _____, 20____.

SEAL

 Notary Public

 County, Texas



OLD REPUBLIC SURETY COMPANY
P O BOX 569480
DALLAS, TX 75356-9480

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
LPO- 912175	COUNTY COMMISSIONER	3,000	1/01/2007	1/01/2011

PRINCIPAL

GARZA, OSCAR L., JR.
1410 W. ROGERS
EDINBURG, TX 78539

OBLIGEE

HIDALGO COUNTY
COUNTY COMMISSIONER
HIDALGO COUNTY, TX 78539

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS TENTH DAY OF SEPTEMBER, 2006

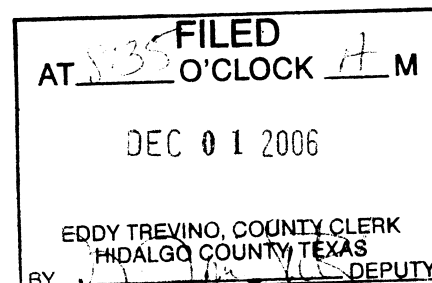
89-5907
TREVINO, JESSE INS AGENCY, INC
P O BOX 429
MCALLEN, TX 78505-0429

OLD REPUBLIC SURETY COMPANY
SURETY

By

Benedine J. Arreola
ASSISTANT SECRETARY

ORSC 22054 (8/94)





INSURORS INDEMNITY COMPANY

P.O. Box 2683, Waco, Texas 76702-2683 Phone (800) 933-7444 , Fax (254) 755-8399

PUBLIC OFFICIAL BOND

State of Texas
County Of **Hidalgo**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, **Jose Ismael Ochoa**, as Principal, and **Insurors Indemnity Company**, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto **Hidalgo County**, his/her successors in office in the sum of **FIVE THOUSAND AND XX / 100, (\$5,000) DOLLARS**, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this **1 DAY OF NOVEMBER, 2006**.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above bounded Principal was on the **1 DAY OF JANUARY, 2007**, duly **Elected** to the office of **Justice Of The Peace** for a term of **4 years** beginning the **1 DAY OF JANUARY, 2007** and ending the **1 DAY OF JANUARY, 2011**, in and for **Hidalgo County** in the State of Texas.

NOW, THEREFORE, If the said principal shall faithfully perform and discharge all the duties required of him/her by law aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned

By: **Morales Insurance Services**

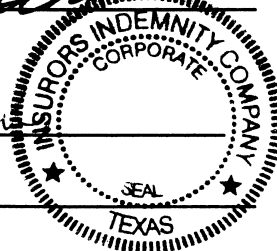
Texas Resident Agent

By:

INSURORS INDEMNITY COMPANY

By:

Granda Robinson
Attorney-in-Fact



OATH OF OFFICE

"I _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of this State, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the getting or withholding a vote at the election at which I was elected. So help me God."

Sworn to and subscribed before me, at _____ this _____ day of _____ A.D.

Principal

Notary Public

(Seal)

B-IPUB 5/2001

Texas



Western Surety Company

AT 1:30 O'CLOCK P M
DEC 01 2006
ESOTREVINO COUNTY CLERK
HIDALGO COUNTY TEXAS
BY [Signature] DEPUTY

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Hidalgo } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 18262451

That we, Rosa Trevino, as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,
are held and bound unto¹ _____ County Judge (s) _____, his successors in office,
in the sum of ²Five Thousand and 00/100 _____ DOLLARS (\$5,000.00 _____),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and
severally, by these presents.

Dated this 12th day of October, 2006.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Principal was on the _____ day of _____, _____, duly
elected to the office of Justice of The Peace in and for ³Hidalgo
(Elected—Appointed)
County, State of Texas, for a term of four years commencing on the 1st day of
January, 2007.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties
required of him by law as the aforesaid officer, and shall ⁴
faithfully and impartially discharge the duties required by law
and promptly pay to the entitled party all money that comes into his hands during
the term of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the
number of claims which may be made against this bond, the liability of the Surety shall not be cumulative
and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not
exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the
party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's
liability hereunder shall terminate as to subsequent acts of the Principal.

Countersigned

By

Resident Agent

Principal
WESTERN SURETY COMPANY

By

Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

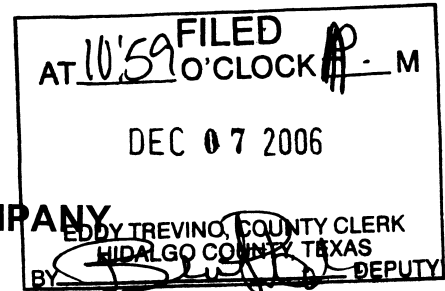
THE STATE OF TEXAS

OFFICIAL BOND AND OATH



STATE FARM FIRE AND CASUALTY COMPANY

BLOOMINGTON, ILLINOIS



KNOW ALL PERSONS BY THESE PRESENTS:

That we, JESUS MORALES of WESLACO TX

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as Surety, are held and firmly bound unto HIDALGO COUNTY in the penal sum of FIVE THOUSAND Dollars (\$ 5,000.00), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this 29TH day of NOVEMBER, 2006.THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of JUSTICE OF THE PEACE

for a term of FOUR YEARS beginning on JANUARY 1, 2007 and ending on JANUARY 1, 2011

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

[Signature]
Licensed Resident Agent



[Signature]
Principal

STATE FARM FIRE AND CASUALTY COMPANY

By [Signature]
Attorney-in-fact

The within bond and the Surety thereon are hereby approved this _____ day of _____.

AI-1693

14.A.

**Interlocal Agreement - South McColl Road Project
CC REGULAR**

Date: 12/28/2006
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 Cooperation Agreement between the City of Hidalgo, Texas and the County of Hidalgo regarding the South McColl Road Project.

BACKGROUND

See attached draft copy of agreement and letter from City of Hidalgo's commitment.

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-1202-431-00-122-006-0-841

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

BUDGETARY IMPACT:

\$50,048.10 available balance as of 12/20/06. Account number given on original documentation submitted to CC on 5/23/06.

Attachments

Link: [H Drive](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/20/2006 09:03 AM	APRV
2	Dale Kennan	Dale Kennan	12/20/2006 10:16 AM	APRV
3	Purchasing Department	Marty Salazar	12/20/2006 01:07 PM	APRV
4	Auditor's Office	Arcilia Duran	12/22/2006 04:57 PM	APRV
5	Becky Morales			NEW
6	Agenda Coordinator			

Form Started By: Yolanda Cisneros

Started On: 12/18/2006 01:31 PM

Final Approval Date:

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF HIDALGO, TEXAS
AND THE COUNTY OF HIDALGO
REGARDING THE SOUTH MCCOLL ROAD PROJECT**

THIS Agreement is made on this the ____ day of _____, 2006, by and between the **CITY OF HIDALGO, TEXAS** hereinafter referred to as "Hidalgo", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, on or about May 23, 2006, the City of Hidalgo and Hidalgo County entered into an Interlocal Cooperation Agreement (the "Original Agreement") to make drainage improvements by boring underneath Military Highway and installing two (2) 48 inch steel casings and two (2) 36 inch drainage pipes located approximately 2,180 feet west of South McColl Road and approximately 1,450 feet east of South McColl Road on SP 241 (the "Project") more particularly described in Exhibit "A";

WHEREAS, due to unforeseen circumstances, the Original Agreement expired prior to the completion of the Project and the parties now desire to enter into another agreement to complete the Project under different terms and conditions;

WHEREAS, each party, pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries, and are desirous that the necessary improvements be made to provide proper drainage along SP 241 ("Military Highway);

WHEREAS, the County desires to assist Hidalgo in completing this Project because the Project will help drainage in the vicinity of South McColl Road, a County road, and as such, will serve a legitimate County purpose;

WHEREAS, Hidalgo and County have agreed to cooperate in completing the Project as further herein described;

WHEREAS, Hidalgo and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, Hidalgo and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The County shall be responsible for providing the services of a competent engineer to design and coordinate the Project and shall be responsible to competitively bid the labor, equipment and materials necessary for the Project.
2. Hidalgo agrees to reimburse County an amount not to exceed One Hundred and Seventy One Thousand Three Hundred and One Dollars and no/100ths (\$171,301.00) within thirty (30) days of receipt of invoices from County for the labor, equipment and materials necessary to complete the Project.
3. The County further agrees to incur expenses not to exceed One Hundred and Seventy One Thousand Three Hundred and One Dollars and no/100ths (\$171,301.00) toward the cost of the Project.
4. The parties shall coordinate work schedules in order to provide for minimal disruption of traffic and operation of the roads in the vicinity and will use their best efforts to complete the Project within one hundred and twenty (120) days from the execution of this Agreement.
5. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any applicable law, present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement. The Agreement shall be modified only to the extent necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.
6. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
7. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Hidalgo and County, and not otherwise.
8. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties

created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Hidalgo: City of Hidalgo
 Attention: Joe Vera, City Manager
 709 S. Nebraska Ave
 Hidalgo, TX 78589

If to County: County of Hidalgo
 Attention: Ramon Garcia
 County Judge
 P.O. Box 758
 Edinburg TX 78540-0758

With Copy to: Commissioner, Precinct Number 2
 Hector "Tito" Palacios
 301 East State
 Pharr, TX 78577

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
11. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
12. **Assignment.** This Agreement shall not be assignable.

13. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
14. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
15. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.
16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.
18. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF HIDALGO, TEXAS

John David Franz, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Eddy Trevino, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

December 12, 2006

Commissioner Hector Palacios
Hidalgo County Precinct 2
301 E State Street
Pharr, TX 78557

Dear Commissioner Palacios,

Please let this "revised" letter serve as the City of Hidalgo's commitment to reimburse Hidalgo County Precinct 2, \$171,301 for South McColl Road project drainage improvements, as per Interlocal Cooperation Agreement signed on May 23, 2006.

Please let me know if you have any questions. I can be reached at my office number, 843-2286.

Sincerely,

A handwritten signature in black ink, appearing to be "JV", written over a light gray rectangular background.

City Manager

JV/de

AI-1696

14.B.

**Extension for North San Juan Project #50-00308
CC REGULAR**

Date: 12/28/2006
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Agenda Item

CAPTION

Discussion for approval to extend the project expiration date to July 31, 2007 for Hidalgo County North San Juan Park Project Number 50-00308

BACKGROUND

Texas Parks and Wildlife Department Amendment to Project Agreement.

Revenue & Expenditures

Attachments

Link: [H-Drive](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/20/2006 10:52 AM	APRV
2	Sergio Cruz	Sergio Cruz	12/20/2006 10:59 AM	APRV
3	Purchasing Department	Marty Salazar	12/20/2006 01:08 PM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 01:46 PM	APRV
5	Mike Escaname	Mike Escaname	12/22/2006 02:40 PM	APRV
6	Becky Morales	Becky Morales	12/22/2006 03:29 PM	APRV
7	Agenda Coordinator	Monica Badillo	12/22/2006 04:18 PM	APRV

Form Started By: Yolanda Cisneros

Started On: 12/18/2006 04:38 PM

Final Approval Date: 12/22/2006



COMMISSIONERS

JOSEPH B.C. FITZSIMONS
CHAIRMAN
SAN ANTONIO

DONATO D. RAMOS
VICE-CHAIRMAN
LAREDO

MARK E. BIVINS
AMARILLO

J. ROBERT BROWN
EL PASO

T. DAN FRIEDKIN
HOUSTON

NED S. HOLMES
HOUSTON

PETER M. HOLT
SAN ANTONIO

PHILIP MONTGOMERY
DALLAS

JOHN D. PARKER
LUFKIN

LEE M. BASS
CHAIRMAN-EMERITUS
FORT WORTH

ROBERT L. COOK
EXECUTIVE DIRECTOR

December 5, 2006

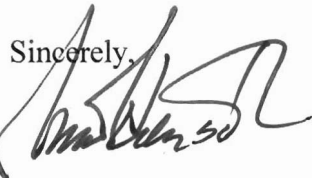
The Honorable Hector "Tito" Palacios
Hidalgo County Commissioner
301 East State Street
Pharr, TX 78577

Re: Hidalgo County North San Juan Park
Project Number 50-00308

Dear Commissioner Palacios:

Per your email request of December 5, 2006, enclosed are two copies of amendment number **three** to the above-referenced project. This amendment extends the project expiration date to **July 31, 2007**.

Please have the County Judge sign both copies of the amendment and return one copy for our files. We appreciate your consideration.

Sincerely,


Tim Hogsett, CPRP
Director
Recreation Grants Branch

TH:WV

Enclosures



Take a kid
hunting or fishing



Visit a state park
or historic site

TEXAS PARKS AND WILDLIFE DEPARTMENT
TEXAS RECREATION AND PARKS ACCOUNT AGREEMENT
AMENDMENT TO PROJECT AGREEMENT

Project Amendment Number: 50-00308.3

Project Name: Hidalgo County North San Juan Park

* * *

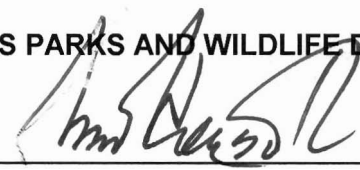
THIS AMENDMENT to Project Agreement Number 50-00308 is hereby made and agreed upon by the State of Texas, acting through the Texas Parks and Wildlife Department and by the undersigned subdivision pursuant to the Texas Recreation and Parks Account Program.

The political subdivision (sponsor) and the State of Texas, in mutual consideration of the promises made herein and in the fund agreement of which this is an amendment, do promise as follows:

To extend the project expiration date from December 31, 2006 to July 31, 2007.

In all other respects the fund agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment as of the date entered below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

by 

Tim Hogsett, Director, Recreation Grants Branch
(Name and Title)

12-5-06

(Date of Approval)

HIDALGO COUNTY

POLITICAL SUBDIVISION (SPONSOR)

by _____

The Honorable Ramon Garcia, County Judge
(Name and Title)

(Date)

AI-1731

14.C.

**Interdepartmental Transfer for Precinct #2-Tower Road Drainage Project
CC REGULAR**

Date: 12/28/2006
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Agenda Item

CAPTION

Approval of interdepartmental transfer withing Precinct #2 Road & Bridge from Tower Road - Roads to Tower Road - Drainage Ditches in the amount of \$11,086.50.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1202-431-00-122-027-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$35,222.22 Available Balance as of 12/22/06

FISCAL YEAR:

ACCT. #: 6-1202-431-00-122-027-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 12/22/06 -> \$11,086.50

Attachments

Link: [Agenda Request](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2006 11:08 AM	APRV
2	Sergio Cruz	Sergio Cruz	12/22/2006 09:15 AM	APRV
3	Dale Kennan	Dale Kennan	12/22/2006 09:51 AM	APRV
4	Purchasing Department	Neilda Cavazos	12/22/2006 10:20 AM	APRV
5	Auditor's Office	Becky Morales	12/22/2006 01:43 PM	APRV
6	Agenda Coordinator	Monica Badillo	12/22/2006 04:19 PM	APRV

Form Started By: Yolanda Cisneros

Started On: 12/20/2006 10:24 AM

Final Approval Date: 12/22/2006

DATE: December 20, 2006

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Precinct #2 Road & Bridge

ACCOUNT NUMBER: 6-1202-431-00-122-027-0-XXX

SUBJECT: Interdepartmental 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 Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
6-1202-431-00-122-027-0-731	TOWER RD (MOORE-BALLI)-ROADS	-11,086.50
6-1202-433-00-122-031-0-733	TOWER ROAD-DRAINAGE DITCHES	11,086.50
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: INTERDEPARTMENTAL TRANSFER FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS WEST & NORTH OF TOWER ROAD & EL GATO ROAD INTERSECTION.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-1778

14.D.

Resolution - Judge Garcia
CC REGULAR

Date: 12/28/2006
Submitted By: Monica Badillo, COMM. CT ADMINISTRATOR
Submitted For: Comm. Palacios
Department: COMM. CT ADMINISTRATOR
Agenda Area: Precinct #2

Agenda Item

CAPTION

Approval of Resolution honoring Ramon Garcia as Hidalgo County Judge

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Monica Badillo	Started On: 12/22/2006 04:57 PM	
			Final Approval Date: 12/22/2006	

AI-1779

14.E.

**TEDSI Contract -on-call services
CC REGULAR**

Date: 12/28/2006

Submitted By: Monica Badillo, COMM. CT ADMINISTRATOR

Department: COMM. CT ADMINISTRATOR

Agenda Area: Precinct #2

Agenda Item

CAPTION

1. Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024 (a) (4) "professional services" in connection with Professional Engineering Services with TEDSI Infrastructure

2. Approval of a Professional Services Contract with TEDSI Infrastructure for on-call services and MPO Representation - Co. Wide

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq Inbox Approved By Date

Status

Form Started By: Monica Badillo **Started On:** 12/22/2006 05:18 PM

Final Approval Date: 12/22/2006

AI-1743

15.A.7.

**Purchasing Requisitions
CC REGULAR**

Date: 12/28/2006
Submitted By: Priscilla Torres, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Agenda Item

CAPTION

A. Requesting authority to purchase computer equipment and peripherals from Calence LLC. through DIR Contract #SDD-236 for requisition # 100542 (I.T.) for a total of \$121,062.40

B. Requesting authority to purchase computer equipment and peripherals from CDW through CISV TX State Contract #1-36-423-0110-800 for requisition # 101773 (I.T.) for a total of \$10,613.54.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: see attached

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

FISCAL YEAR: 6

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Balance before Req#00100542 \$335,238.18 as of 12-22-06

FISCAL YEAR: 6

ACCT. #: 6-1100-415-00-200-002-0-745

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Balance before Req#00101773 \$16,060.26 as of 12-22-06

Attachments

Link: [Reg. Agenda](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Neilda Cavazos	12/22/2006 10:21 AM	APRV
2	Budget & Management	Dina Trevino	12/22/2006 11:15 AM	APRV
3	Mario Betancourt	Mario Betancourt	12/22/2006 11:51 AM	APRV
4	Auditor's Office	Arcilia Duran	12/22/2006 04:05 PM	APRV
5	Janie Lozano	Janie Lozano	12/22/2006 05:04 PM	APRV
6	Becky Morales			NEW
7	Agenda Coordinator			

Form Started By: Priscilla Torres

Started On: 12/20/2006 03:13 PM

Final Approval Date:

Requisition

Req # 00100542

PO #

Date: 11/21/06

Bill To: X
X

Vendor : 327913
CALENCE LLC
1620 W. FOUNTAINHEAD PKW
SUITE 400
TEMPE AZ 85282
FAX (480)889-9599

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: STEPHANIE
956-292-7010

Contract No:

Special Instructions:

REQ. NO: 112106-3

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		STATE OF TEXAS APPROVAL CONTRACT NO:DIR-SDD-236		
		K-mart/Admin. Bdlg.-QUOTE NO: 111906HIDCO		
1	EACH	ROUTER- (CISCO2811 ROUTER) 2811 W/AC, PWR, 2FE, 4HWICS, 2PVDMS, INME, 2AIMS, IP BASE, 64F/256D	5,273.20	5,273.20
6	EACH	POE SWITCH- (WS-3750-48PS-E) 3750 SWITCH 10/100 POE ENHANCED IMAGE WITH GBICS	5,874.40	35,246.40
6	EACH	(CON-SNT-375048PE) SMARTNET 8X5XNBD CATALYST 3750 48 10/	511.20	3,067.20
13	EACH	POE SWITCH- (WS-C3750-48PS-S) CATALYST 3750 40 10/100 POE + 4 SFP STANDARD IMAGE	4,757.20	61,843.60
13	EACH	(CON-SNT-375048PS) SMARTNET 8X5XNBD CATALYST 3750 48 10/	384.00	4,992.00
38	EACH	(WS-G5484=) 1000BASE-SX SHORT WAVELENGTH GBIC (MULTIMODE ONLY)	280.00	10,640.00
		Account No	Encumbrance	
		6-1301-415-00-120-007-0-720	121,062.40	
			Freight	.00
			Total	121,062.40
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR

Authorized By: _____

Requisition

Req # 00101773

PO #

Date: 12/20/06

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: STEPHANIE
956-292-7010

Contract No:

Special Instructions:

REQ. NO: 122006-1

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Quote #: DXX4075 <i>CISU-TX State Contract #1-36-423-0110-800</i>		
5	EACH	(1051564) Sharp LC-42D62U - LCD TV - 40"	1,996.00	9,980.00
1	EACH	ESTIMATED SHIPPING	633.54	633.54
		Account No _____	Encumbrance	
		6-1100-415-00-200-002-0-745	9,980.00	
			Freight	.00
			Total	10,613.54
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		<i>monitors</i>		

Authorized By: _____

AI-1727

15.A.8.

60 day extention

CC REGULAR

Date: 12/28/2006

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting approval to exercise the sixty (60) days (as provided in current contract) with Kone, Inc. while completing the procurement process.

BACKGROUND

60 days under the same rate, terms and conditions.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/20/2006 03:27 PM	APRV
2	Budget & Management	Dina Trevino	12/21/2006 11:05 AM	APRV
3	Sergio Cruz	Sergio Cruz	12/21/2006 04:50 PM	APRV
4	Auditor's Office	Linda Fong	12/27/2006 09:40 AM	APRV
5	Agenda Coordinator			NEW

Form Started By: Mary Maldonado

Started On: 12/20/2006 09:15 AM

Final Approval Date:

AI-1707

15.A.9.

**Welding Services
CC REGULAR**

Date: 12/28/2006
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting approval to exercise the sixty (60) days (as provided in current contract) with Weldinghouse, Inc and Alamo Iron Works while completing the procurement process.

BACKGROUND

60 days under the same rate, terms and conditions

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2006 10:30 AM	APRV
2	Sergio Cruz	Sergio Cruz	12/21/2006 10:38 AM	APRV
3	Mary Maldonado			PEND
4	Sergio Cruz			
5	Purchasing Department			
6	Auditor's Office			
7	Agenda Coordinator			

Form Started By: Mary Maldonado

Started On: 12/19/2006 02:00 PM

Final Approval Date:

AI-1705
Pest Control
CC REGULAR

15.A.10.

Date: 12/28/2006

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting approval to exercise the sixty (60) days grace period extension (as provided in current contract) with Pro-Tech Pest Control while completion of the procurement process.

BACKGROUND

60 days grace period extension is under the same rate, terms and conditions

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/20/2006 03:27 PM	APRV
2	Budget & Management	Dina Trevino	12/21/2006 09:49 AM	APRV
3	Sergio Cruz	Sergio Cruz	12/21/2006 02:38 PM	APRV
4	Auditor's Office	Linda Fong	12/27/2006 09:30 AM	APRV
5	Agenda Coordinator			NEW

Form Started By: Mary Maldonado

Started On: 12/19/2006 01:53 PM

Final Approval Date:

AI-1742

15.A.11.

**RFQ POOL OF PROFESSIONAL SERVICES REQUEST FOR ACCEPTANCE
CC REGULAR**

Date: 12/28/2006

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for consideration and acceptance of "Pool" (as listed on the RFQ Acceptance Sheet attached hereto) of pre-qualified firms submitting Statements of Qualifications for ranking on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:

- a). "Engineering Services" (RFQ No. 2006-360-11-08-VYG)
- b). "Architectural Services" (RFQ No. 2006-361-11-08-MSS)
- c). "Construction Materials Testing" (RFQ No. 2006-363-11-08-ROL)
- d). "Real Estate Appraisers and Surveyors" (RFQ No. 2006-362-11-08-OTM)

BACKGROUND

Please see attached lists.

Pre-Qualified Pool Roster will be in effect from February 08, 2007 through February 08, 2008

Revenue & Expenditures

Attachments

Link: [Engineering Services RFQ Response List](#)

Link: [Architectural Services RFQ Response List](#)

Link: [Construction Materials Testing RFQ Response List](#)

Link: [Real Estate Appraisers and Surveyors RFQ](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Neilda Cavazos	12/22/2006 10:21 AM	APRV
2	Budget & Management	Dina Trevino	12/22/2006 11:05 AM	APRV
3	Sergio Cruz	Sergio Cruz	12/22/2006 02:45 PM	APRV
4	Auditor's Office	Arcilia Duran	12/22/2006 05:04 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/22/2006 05:11 PM	APRV

Form Started By: Moises Salazar

Started On: 12/20/2006 02:52 PM

Final Approval Date: 12/22/2006

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
--	-----------------------------------

RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
--	---------------------------------------

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	Other
#01	Dos Logistics Inc. P.O. Box 8337 Weslaco, Texas 78599 (956) 461-5900 Fax: (956) 461-4841 E-mail: info@doslogistics.com Web: www.doslogistics.com	/	/				/		/	
#02	Millennium Engineers Group, Inc. 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, President (956) 383-8522 Fax: (956) 383-0295 E-mail: megengineers@aol.com	/		/			/			
#03	Hinojosa Engineering, Inc. 108 W. 18 TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaeng@aol.com Website: www.hengineering.com	/	/							
#04	R. Gutierrez Engineering Corporation 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: rguteng@sbcglobal.net	/							/	
#05	Guzman & Munoz Engineering and Surveying, Inc. 913 E. Harrison, Suite 14 Harlingen, TX 78550 Attn: Jose Luis Munoz, President (956) 425-1330 Fax: (956) 425-1685 E-mail: jmunoz@gmes.biz	/	/		/				/	
#06	J. E. Saenz & Associates, Inc. 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com Web: www.jesaenz.com	/							/	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: <u>February 8, 2007</u> through <u>February 8, 2008</u>	

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanica l	Environ- mental	Electrical	Highway	Other
#07	Noe Garza Engineers, Inc. 204 West 495 Pharr, Texas 78577 Attn: Noe Garza, President (956) 783-1207 Fax: (956) 783-1209 E-mail: noe.garza@ngeinc.net Web: www.ngeinc.net	/	/							
#08	Cook-Joyce, Inc. 812 West 11 th Street Austin, Texas 78701 Attn: J. Brian Dudley, P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	/					/			/ Landfill
#09	L&G Engineering 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	/		/			/		/	
#10	Drash Consulting Engineers, Inc. 1506 Mid-Cities Drive Pharr, Texas 78577 Attn: Jorge A. Flores, P.G., Office Manager (956) 283-8254 Fax: (956) 283-8279 E-mail: jaflores@terracon.com Web: www.drashce.com			/			/			/ -Forensic -Construction Materials Testing
#11	Melden & Hunt, Inc. 115 West McIntyre Street Edinburg, Texas 78541 (956) 381-0981 Fax: (956) 381-1839 E-mail: fkurth@meldenandhunt.com Web: www.meldenandhunt.com	/								
#12	KK Engineering Consultant 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@hiline.net	/								

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**

RFQ NO: **2006-360-11-08-VYG**

RFQ ACCEPTANCE DATE: **NOVEMBER 8, 2006**

RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	Other
#13	Dannenbaum Engineering Company - McAllen, LLC 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	/	/				/		/	
#14	Raba-Kistner Consultants, Inc. 800 E. Hackberry McAllen, Texas 78501 Attn: Martin Vila, P. E., Vice President (956) 682-5332 Fax: (956) 682-5487 E-mail: mvila@rkci.com	/	/	/	/	/	/	/	/	
#15	Sigler, Winston, Greenwood & Associates, Inc. 1604 E. Hwy 83 Weslaco, Texas 78596 Attn: William R. Shea, P.E., President (956) 968-2194 Fax: (956) 968-8300 E-mail: _____	/					/	/		
#16	Half Associates, Inc. 5000 W. Military, Suite 100 McAllen, Texas 78503 Attn: Joey P. Trevino, Planning and Business Development (956) 664-0286 Fax: (956) 664-0282 E-mail: jtrevino@half.com	/		/	/	/	/	/	/	
#17	Gilbert J. Guerra Engineering d/b/a Rio Delta Engineering 323 West Cano, Suite 100 Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	/								
#18	Civil Systems Engineering, Inc. P. O. Box 572373 Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@civilsysteng.com Web: www.civilsysteng.com	/					/			

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: <u>February 8, 2007</u> through <u>February 8, 2008</u>	

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	Other
#19	Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	/								
#20	Spoor Engineering 202 So. 4 th Street McAllen, Texas 78501 Attn: Steve Spoor (956) 683-1000 Fax: (956) 683-1002 E-mail: spooreng@abcglobel.net	/								
#21	TEDSI Infrastructure Group 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi-mcallen.com Web: www.tesdi.com	/	/				/		/	/ -Hydraulic -Traffic
#22	Ambiotc Group 5420 Paredes Line Road Brownsville, Texas 78526 (956) 548-9333 Fax: (956) 548-9399 E-mail: cmmarin@ambiotec.com	/					/			
#23	Quintanilla, Headley and Associates, Inc. 124 E. Stubbs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	/							/	
#24	S&B Infrastructure, Ltd. 5408 North 10 th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vice-President (956) 926-5000 Fax: (956) 994-0427 E-mail: _____	/	/		/	/	/	/	/	/ -GIS Services and Database Development.

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#01	ERO International, LLP 300 South 8 th Street Mc Allen, TX 78501 Attn: Eli R. Ochoa, PE, AIA (956) 661-0400 Fax: (956) 661-0401 E-mail: eochoa@erointernational.com WEB: www.erointernational.com	/	/	/	/	/	/	/	/	/	/	/	/	
#02	Alcocer Garcia Associates Design Consulting 1335 East Jasmine Ave. Mc Allen, TX 78501 Attn: Eduardo Alcocer, Partner/Project Manager (956) 618-2007 Fax: (956) 618-2008 Mobile: (956) 607-6671 E-mail: edo@agadc.com , or george@agadc.com WEB: www.agadc.com	/	/	/	/	/	/	/	/	/	/	/	/	
#03	Negrete Kolar Architects 204 E. Stubbs St. Edinburg, TX 78539 Attn: David Negrete, AIA, Partner (956) 386-0611 Fax: (956) 386-0613 Mobile: (512) 461-8810 E-mail: dnegrete@nekoarch.com	/	/	/	/	/	/	/	/	/	/	/	/	
#04	Rike Ogden Figueroa Allex Architects, Inc. 1007 Walnut Ave. Mc Allen, TX 78501 Attn: Luis A. Figueroa, Principal (956) 686-7771 Fax: (956) 687-3433 E-mail: luis@rofainc.com	/	/	/	/			/	/	/				

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ #	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#05	Gomez Mendez Saenz, Inc. 1150 Paredes Line Road Brownsville, TX 78521 Attn: Rudy V. Gomez, AIA, AICP, President (956) 546-0110 Fax: (956) 546-0196 E-mail: rudv.gms@bizrgv.rr.com	/			/	/	/	/	/	/	/		/	
#06	Milnet Architectural Services 608 S. 12 th Street McAllen, TX 78501 Attn: Rodolfo R. Molina Jr., AIA, Principal (956) 688-5656 Fax: (956) 687-9289 E-mail: milnet@swbell.net				/	/		/	/				/	
#07	Reynaldo Vargas, Architect, Inc. dba V-A Architecture 2029 Industrial Drive Mc Allen, TX 78504 Attn: Reynaldo Vargas, AIA, Architect/President (956) 631-2242 Fax: (956) 686-7916 E-mail: vaarchi@aol.com	/	/	/	/	/	/	/	/	/	/	/	/	
#08	Frank P. Key & Associates, Architects 1100 E. Jasmine Avenue Suite 104 Mc Allen, TX 78501 Attn: Frank P. Key, AIA, Owner (956) 664-1110 Fax: (956) 664-1113 E-mail: frank@frankkeyarchitect.com	/	/	/	/	/	/	/	/	/	/		/	
#09	IDE*A Group, Inc. 1409 Galveston Ave. Mc Allen, TX 78501 Attn: Jesus Bustos, Principal (956) 686-6806 Fax: (956) 686-5704 E-mail: ideagr95@sbcglobal.net	/	/	/	/	/	/	/	/	/	/		/	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#10	GIGNAC & Associates, LLP 222 E. Van Buren, Ste. 102 Harlingen, TX 78550 Attn: Raymond Gignac, Principal (956) 365-4820 Fax: (956) 365-4821 E-mail: rgignac@gignac-associates.com	/	/	/	/	/	/	/	/	/	/		/	
#11	Mata Villarreal Garcia Design Group, LLP 201 S. 10 th St. Suite 2 Mc Allen, TX 78501 Attn: Fernando Mata, AIA, Principal (956) 631-1945 Fax: (956) 631-1968 E-mail: fmata@mvgdesign.us	/	/					/	/	/				
#12	Di Stefano/Santopetro Architect, INC. 729 N. Ware Road, Suite 105 McAllen, TX 78501 Attn: Joseph M. Santopetro, AIA, Principal (956) 683-1958 Fax: (956) 683-1965 E-mail: j.santopetro@dsarchitectsinc.com	/	/	/	/	/	/	/	/	/	/	/	/	

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ/P ACCEPTANCE SHEET**

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: November 8, 2006

RFQ/P OPENING TIME: 9:30 A.M.

DESCRIPTION OF RFQ/P : "CONSTRUCTION MATERIALS TESTING"

BID NO: 06-363-11-08-ROL

EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ NO.	NAME OF COMPANY	AREAS OF SPECIALIZATIONS									
		OTHER	CONSTRUCT ION MATERIAL TESTING	CIVIL	STRUCTURA L	GEOTECHNI CAL	MEP (MECH/ELEC/ PLUMB)	LANDFILL	ENVIRON- MENTAL	HIGHWAY	FORENSIC STUDIES
1.	RABA-KISTNER CONSULTANTS, INC. STANLEY M. WILCOX 800 EAST HACKBERRY McALLEN, TEXAS 78501 PH. # (956) 682-5332 FAX # (956) 682-5487 swilcox@rkci.com , jarmstrong@rkci.com , www.rkci.com		/	/	/	/	/		/	/	
2.	DRASH CONSULTING ENGINEERS, INC. JORGE A. FLORES, P. G. or MURPHY G. SCURRY, E.I.T. 1506 MID-CITIES DRIVE PHARR, TEXAS 78577 PH. # (956) 283-8254 FAX # (956) 283-8279 laalanis@terracon.com , drash@drashce.com		/			/		/	/		/
3.	MILLENIUM ENGINEERS GROUP (M.E.G.) RAUL PALMA, P.E. P. O. BOX 4569 - 705 DAWSON DRIVE EDINBURG, TEXAS 78540- 4569 PH. # (956) 383-8522 FAX # (956) 383-0295 megengineers@aol.com		/	/		/			/		
4.	L & G ENGINEERING LABORATORY, LLC. JACINTO GARZA, P.E. 2100 WEST EXPRESSWAY 83 MERCEDES, TEXAS 78570 PH. # (956) 565-0760 FAX # (956) 565-6746 jacinto@lgengineers.com	/	/			/					

HIDALGO COUNTY PURCHASING DEPARTMENT
REQ ACCEPTANCE SHEET

DEPARTMENT NAME:

Hidalgo County

DESCRIPTION OF RFQ: Real Estate Appraisers and Surveyors

RFQ ACCEPTANCE DATE: November 8, 2006

RFQ ACCEPTANCE TIME: 9:30 a.m.

RFQ NO: 06-362-11-08-OTM

Effective Period: February 8, 2007 through February 8, 2008

**ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF
QUALIFICATIONS**

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	
		Appraisers	Surveyors
#01	Professional Appraisal Service, Inc. John H. Malcolm, Jr. - President PO Box 3722 McAllen, Tx 78502 Ph.# (956) 687-9535 Fax.# (956) 687-9539 jmalcom@proappraisal.com	√	
#02	Rio Delta Surveying Jose Mario Gonzalez, Land Surveyor - President 323 W. Cano Suite-101 Edinburg, Tx 78539 Ph.# (956) 380-5154 Fax.# (956) 380-5156 jmgonzalezrpls@msn.com		√
#03	Quintanilla, Headley & Associates Alfonso Quintanilla, Pres. -- Jack A. Headley, Vice Pres. 124 E. Stubbs St., Edinburg, Tx 78539 Ph.# (956) 381-6480 Fax.# (956) 381-0527 quintanillaheadley@sbcglobal. ney		√
#04	Millennium Engineers Group, Inc. Raul Palma, President 705 Dawson Drive Edinburg, Tx 78540-4569 Ph.# (956) 383-8522 Fax.# (956) 383-0295 megengineers@aol.com		√
#05	Triple AR@ Realty & Appraisal Service, Inc. Ramon R. Ramos, Real Estate Broker & Appraisal Gen. 121 W. Samano Street Edinburg, Tx 78539 Ph.# (956) 380-0397 Fax.# (956) 380-0410 www.triplerrealty.com	√	

HIDALGO COUNTY PURCHASING DEPARTMENT

REQ ACCEPTANCE SHEET

DEPARTMENT NAME:

Hidalgo County

DESCRIPTION OF RFQ: Real Estate Appraisers and Surveyors

RFQ ACCEPTANCE DATE: November 8, 2006

RFQ ACCEPTANCE TIME: 9:30 a.m.

RFQ NO.: 06-362-11-08-OTM

Effective Period: February 8, 2007 through February 8, 2008

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	
		Appraisers	Surveyors
#06	Leonel Garza, Jr. & Associates, LLC. Leonel Garza, III, Primary Appraiser 1419 Dove, Suite 1 McAllen, Tx 78504 Ph.# (956) 687-7295 Fax.# (956) 687-9236 leonel3@aol.com	√	
#07	J E Saenz & Associates, Inc. Jose E. Saenz, President 211 E. Wisconsin Edinburg, Tx 78539 Ph.# (956) 383-2984 Fax.# (956) 383-3736 www.jesaenz.com		√
#08	Hinojosa Engineering, Inc. Ricardo Hinojosa, PE-President 108 W. 18 th Street Mission, Tx 78572 Ph.# (956) 581-0143 Fax.# (956) 581-2074 Hinojosaeng@aol.com		√
#09	Melden & Hunt, Inc. Fred L. Kurth, President 115 West McIntyre Street Edinburg, Tx 78541 Ph.# (956) 381-0981 Fax.# (956) 381-1839 fkurth@meldenandhunt.com		√
#10	Scroggin Aprasial Services David Nittler, Senior Commercial Appraiser 1124 Pecan Blvd. Mcallen Tx. 78501 Ph.# (956) 668-7478 Fax (956) 668-1728	√	
#11	R. Gutierrez Engineering Corp. Ramiro Gutierrez, P.E. President 130 E. Park Pharr Tx 78577 Ph.# 782-2557	√	√

AI-1698

15.A.12.

Claim

CC REGULAR

Date: 12/28/2006

Submitted By: Priscilla Torres, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Presentation by for discussion, consideration, acceptance and approval of claims/invoices with authority for auditor to issue payment for the items detailed in "Exhibit A" as attached hereto.

1.Pct. #4 for Excellent Fence in the amount of \$ 225.00 for services rendered to repair gate/fence.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1214-452-00-124-009-0-439

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$1,000.00 Available Balance as of 12/22/06

Attachments

Link: [Claim](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Neilda Cavazos	12/22/2006 10:19 AM	APRV
2	Budget & Management	Dina Trevino	12/22/2006 11:02 AM	APRV
3	Sergio Cruz	Sergio Cruz	12/22/2006 02:24 PM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 03:51 PM	APRV
5	Arcy Duran	Arcilia Duran	12/22/2006 04:25 PM	APRV
6	Agenda Coordinator	Monica Badillo	12/22/2006 04:41 PM	APRV

Form Started By: Priscilla Torres

Started On: 12/19/2006 09:17 AM

Final Approval Date: 12/22/2006

COUNTY WIDE AGENDA CLAIMS

EXHIBIT "A"

12/28/2006

<u>DEPARTMENT</u>	<u>VENDOR</u>	<u>AMOUNT</u>	<u>ACCOUNT NUMBER</u>
1. Precinct #4	Excellent Fence	\$ 225.01	6-1204-431-00-124-007-0-439

2006 Invoices. Department entered requisition # 100561 on 11-21-2006 and proceeded to allow vendor to make necessary repairs to fence gate. Purchasing has determined that insurance info. Provided by vendor does not comply with statutory worker's compensation coverage. Therefore, PO# 576943 approved on 12-01-2006 was cancelled, and invoice submitted as a claim.

<u>Total Amount:</u>	\$ 225.01
----------------------	-----------

EXCELLENT FENCE

2 1/2 Miles W. Bus.83
P.O. Box 1093
Mission, TX 78572

Invoice

Date	Invoice #
11/21/2006	405

Bill To
Hidalgo County Pct #4 J.R. Milo Ponce Memorial Park Romualdo Munoz Jr. phone 383-3112 fax 381-5905

		P.O. No.	Terms		
Item	Quantity	Description	Rate	Serviced	Amount
INS	1	Fix the South side of damage Gate Out-of-state sale, exempt from sales tax	225.00 0.00%		225.00T 0.00
6-1204-431-00-124-007-0-439					
Pct. #		1399			
Pur. Req. #		N/A			
P.O. #		Direct			
Approved By: 					
			INVOICE RECEIVED BY: Romualdo Munoz Jr on: 11/21/2006 GOODS/SERVICES RECEIVED BY: Jaime Guerra on: 11/21/2006		
			Total \$225.00		
			Payments/Credits \$0.00		
			Balance Due \$225.00		

Ph:	Fax:
(956) 581-3356	(956) 580-4599

AI-1725

15.A.13.

**RECOMMENDATION OF AWARD-EN-1 ROAD STABILIZER
CC REGULAR**

Date: 12/28/2006

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

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: **"EN-1 Road Stabilizer Material"** RFB (6-281)

BACKGROUND

Attached please find:

-Bid page

-Draft Contract

Revenue & Expenditures

Attachments

Link: [Bid Tabulation](#)

Link: [Draft Contract](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Neilda Cavazos	12/22/2006 10:21 AM	APRV
2	Budget & Management	Dina Trevino	12/22/2006 11:02 AM	APRV
3	Sergio Cruz	Sergio Cruz	12/22/2006 02:14 PM	APRV
4	Auditor's Office	Linda Fong	12/27/2006 09:33 AM	APRV
5	Agenda Coordinator			NEW

Form Started By: Moises Salazar

Started On: 12/20/2006 07:57 AM

Final Approval Date:

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: December 06, 2006

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "EN-1 ROAD STABILIZER MATERIAL"

BID NO: 2006-281-12-06-MSS

BID NO.	NAME OF COMPANY	PRICE	PRICE PER 5 GALLON CONTAINER
1.	EN-1, LLC, /DBA Roadbond Service Company Harlingen, TX	\$65.00 gal	\$325.00
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

REQUIREMENTS AGREEMENT
C-06-281-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of **MONTH- DAY, YEAR** by and between **COMPANY** a Texas Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"HIDALGO COUNTY-EN-1 Road Stabilizer"**[commodity], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"EN-1 Road Stabilizer"** in an area of Hidalgo County projects for a period of one year from START DATE to END DATE and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement

shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

COMPANY
Attention: PERSON
ADDRESS
CITY, STATE ZIP

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Juan D. Salinas, III, County Clerk

Company Name _____

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "B"
PAYMENT SCHEDULE

AI-1746
standing item
CC REGULAR

15.A.14.

Date: 12/28/2006
Submitted By: Neilda Cavazos, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Purchasing only: Co. Wide

Agenda Item

CAPTION

A. Requesting authority to obtain and approval of (when applicable), including but not limited to, the following item necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, 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 earnest money payment(s) or option payment(s) and County Judge to execute necessary/required document(s)

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following: Damages and on-going county effects 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	Budget & Management	Dina Trevino	12/21/2006 11:29 AM	APRV
2	Dale Kennan	Dale Kennan	12/21/2006 11:47 AM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 10:21 AM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 02:21 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/22/2006 04:19 PM	APRV

Form Started By: Neilda Cavazos

Started On: 12/20/2006 03:48 PM

Final Approval Date: 12/22/2006

AI-1671

15.B.1.

Requesting authority to purchase thru Buyboard Light Structure System for Los Ebanos Baseball Field

CC REGULAR

Date: 12/28/2006

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Agenda Item

CAPTION

Requesting authority to purchase through Hidalgo County's membership/participation through TASB's (The Local Government Purchasing Cooperative) Buyboard Program's awarded vendor Musco Lighting for "Light Structure System for Los Ebanos Baseball Field" for an amount not to exceed \$ 81,100.00 (6-452)

BACKGROUND

Memorandum from Pct 3
Specifications Quote

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1213-452-00-123-008-0-739

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 12/15/06 -> \$82000.00

Attachments

Link: [Lighting for Los Ebanos Baseball Field](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/15/2006 03:21 PM	APRV
2	Budget & Management	Dina Trevino	12/15/2006 03:31 PM	APRV
3	Dale Kennan	Dale Kennan	12/15/2006 04:36 PM	APRV
4	Auditor's Office	Janie Lozano	12/18/2006 08:03 AM	APRV
5	Janie Lozano	Janie Lozano	12/18/2006 08:26 AM	APRV
6	Arcy Duran	Arcilia Duran	12/18/2006 01:25 PM	APRV
7	Janie Lozano	Janie Lozano	12/22/2006 02:10 PM	APRV
8	Becky Morales	Becky Morales	12/22/2006 03:32 PM	APRV
9	Agenda Coordinator	Monica Badillo	12/22/2006 04:18 PM	APRV

Form Started By: Juan Tapia

Started On: 12/15/2006 11:36 AM

Final Approval Date: 12/22/2006

COUNTY of HIDALGO



Joe M. Flores

County Commissioner, Pct. No. 3

P.O. Box 607

Mission, Texas 78573

Office: (956) 585-4509

Fax: (956) 585-2375

TO: Juan M. Tapia
Purchasing Dept.

FROM: Commissioner Joe M. Flores

DATE: December 14, 2006

We would like to purchase a [REDACTED]

[REDACTED] We will use this account # 6-1213-452-00-123-008-0-739. If you have any questions talk to Mr. Dan Allman at 1-866-786-1841.

Thank you,

Sergio H. Sany

**Anzalduas Park Baseball Field
Los Ebanos, Texas
Date: September 21, 2006
To: Juan Tapia
Texas Buy Board Quote**

Quotation Price – 50/30 light levels (tournament)

Musco's Light Structure Green™ as described below and delivered to the job site \$95,900.00.

Quotation Price – 30/20 light levels (recreational)

Musco's Light Structure Green™ as described below and delivered to the job site \$81,100.00.

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- UL Listed remote electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaries with 1500-watt metal halide lamps

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 50 footcandles infield/30 footcandles outfield, or 30 footcandles infield/20 footcandles outfield (as noted above) for 25 years, +/- 10% per IESNA RP-06-01
- One (1) group re-lamp at the end of the lamps' rated life, 5000 hours
- Reduced energy consumption with an average of 44 or 29 kW per hour
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for appropriate voltage/phasing available at field site
- Installation—see attached scope of work for complete details.
- **Note:** Bonding is not included.

Sales tax of the equipment is not included as part of this quote.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential. Divulging technical or pricing information to competitive vendors will result in removal from the bid list.

Payment Terms

Net 30 days from date of installation for materials, and Net 30 days from date of installation after substantial completion of installation.

Late payment will be subject to service charges of 1 ½% per month (18% APR).

Musco will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule. It will be the responsibility of the wholesaler to ensure that Musco is aware of this delivery timeframe. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Field size of 283'/300'/263' for baseball use
- Appropriate voltage/phasing available at field site
- Structural code and wind speed = 2001 AASHTO, 100 MPH.
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Dan Allman
Sales Representative
Musco Sports Lighting, LLC
575 Round Rock West Dr., Suite J-380
Round Rock, TX 78681
Phone: 866/786-1841, ext. 1105
E-mail: dan.allman@musco.com
Fax: 866/786-1842
Cell: 512/658-6884

AI-1710**15.C.1.****HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM PRECINCT NO 2 -
CC REGULAR****Date:** 12/28/2006**Submitted By:** Laura Moya, PURCHASING DEPT.**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 payments for the following invoices:

Invoice No	Amount	Project Description	Purchase Order
2116	\$4,316.82	North Alamo Village	563459
2117	\$2,103.68	Northside Village	563459
2118	\$2,110.80	Morning Sun	563459
2119	\$4,427.55	El Charro	563459

submitted by Project Engineer R. Gutierrez Engineering, Inc. in connection with Contract CAP-05-012-06-01.

BACKGROUND

Revenue & Expenditures**FISCAL YEAR:** 2006**ACCT. #:** 6-1311-431-00-122-494-1-334**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

P.O. 563459 \$17,267.28 Available Balance

FISCAL YEAR: 2006**ACCT. #:** 6-1311-431-00-122-503-1-334**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

P.O. 563459 \$10,518.40 Available Balance

FISCAL YEAR: 2006**ACCT. #:** 6-1311-431-00-122-484-1-334**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

P.O. 563459 \$10,554.00 Available Balance

FISCAL YEAR: 2006**ACCT. #:** 6-1311-431-00-122-240-1-334**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

P.O. 563459 \$13,282.65 Available Balance

AttachmentsLink: [Agenda Item 1710](#)

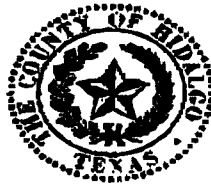
Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/20/2006 02:07 PM	APRV
2	Budget & Management	Dina Trevino	12/21/2006 10:31 AM	APRV
3	Sergio Cruz	Sergio Cruz	12/21/2006 02:56 PM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 09:02 AM	APRV
5	Mike Escaname	Mike Escaname	12/22/2006 09:42 AM	APRV
6	Becky Morales			PEND
7	Agenda Coordinator			

Form Started By: Laura Moya**Started On:** 12/19/2006 02:41
PM**Final Approval Date:**

1710



Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
ATTN: Letty Saenz, Contract Manager

CC: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct No.2
Rosanna Schettino, BCAP Auditor
Charlie Contreras, Special Projects Coordinator, Precinct No.2
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 5 December 2006

Subject: Application for Payment

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 12th December 2006:

- X • Approval of payment for Invoice No. 2121 (South Tower Estates; CSJ's: 502053521 & 502053821) a Round I Colonias Access Program project in the amount of \$7,048.50. Project engineer is R. Gutierrez Engineering, Inc. Invoice is for the Construction Phase of the project.
- X • Approval of payment for Invoice No. 2122 (Campo Alto Subdivision; CSJ's: 502049621 & 502049721) a Round I Colonias Access Program project in the amount of \$1,774.00. Project engineer is R. Gutierrez Engineering, Inc. Invoice is for the Construction Phase of the project.
- ✓ • Approval of payment for Invoice No. 2116 (North Alamo Village; CSJ: 2C1080494) a Round II Colonias Access Program project in the amount of \$4,316.82. Project engineer is R. Gutierrez Engineering, Inc. Invoice is for the Preliminary Phase of the project.
- ✓ • Approval of payment for Invoice No. 2117 (Northside Village; CSJ: 2C1080503) a Round II Colonias Access Program project in the amount of \$2,103.68. Project engineer is R. Gutierrez Engineering, Inc. Invoice is for the Preliminary Phase of the project.

- ✓ ■ Approval of payment for Invoice No. 2118 (Morning Sun; CSJ: 2C1080484) a Round II Colonias Access Program project in the amount of \$2,110.80. Project engineer is R. Gutierrez Engineering, Inc. Invoice is for the Preliminary Phase of the project.
- ✓ ■ Approval of payment for Invoice No. 2119 (El Charro; CSJ: 2C1080240) a Round II Colonias Access Program project in the amount of \$4427.55. Project engineer is R. Gutierrez Engineering, Inc. Invoice is for the Preliminary Phase of the project.

If you have any questions, please advice.

Thanks,

R. Gutierrez Engineering Corporation130 E. Park Avenue
Pharr, TX 78577

Invoice Number: 2116

Friday, November 10, 2006

InvoiceTo: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner**Project: ENG05.012o North Alamo Village**

Professional Services for the Period: 4/28/2006 to 10/31/2006

Billing Group: 01 Phased Fixed Fee

Contract #: C-CAP-05-012-06-01(WA#1)(PO#563459)

				Billing Fee:		\$21,584.10
<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Design Phase	8,633.64	40.00	100.00	8,633.64	4,316.82	4,316.82
Schematic Design Phase	8,633.64	40.00	0.00	0.00	0.00	0.00
Construction Phase	4,316.82	20.00	0.00	0.00	0.00	0.00
			Total Phases:			\$4,316.82
			Phase Billing Totals:			\$4,316.82

Billing Group Subtotal: 4,316.82

Project Totals:***** Total Project Invoice Amount:****\$4,316.82****Billing Summary**

	<u>Current</u>	<u>Prior</u>	<u>Total</u>
Professional Services:	\$4,316.82	\$4,316.82	\$8,633.64
Reimbursable Expenses:	\$0.00	\$0.00	\$0.00
Outside Services:	\$0.00	\$0.00	\$0.00
Other Services and Fees:	\$0.00	\$0.00	\$0.00
Finance Charges:	\$0.00	\$0.00	\$0.00
Taxes:	\$0.00	\$0.00	\$0.00
Totals:	\$4,316.82	\$4,316.82	\$8,633.64

6-1311-431-00-122-494-1334

R. Gutierrez Engineering Corporation130 E. Park Avenue
Pharr, TX 78577

Invoice Number: 2117

Friday, November 10, 2006

InvoiceTo: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner**Project: ENG05.012p NorthSide Village**

Professional Services for the Period: 4/28/2006 to 10/31/2006

Billing Group: 01 Phased Fixed Fee

Contract #: C-CAP-05-012-06-01(WA#1)(PO#563459)

				Billing Fee:		\$10,518.40
<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Design Phase	4,207.36	40.00	50.00	2,103.68	0.00	2,103.68
Schematic Design Phase	4,207.36	40.00	0.00	0.00	0.00	0.00
Construction Phase	2,103.68	20.00	0.00	0.00	0.00	0.00
			Total Phases:			\$2,103.68
			Phase Billing Totals:			\$2,103.68

Billing Group Subtotal: 2,103.68

Project Totals:***** Total Project Invoice Amount:****\$2,103.68**

<u>Billing Summary</u>	<u>Current</u>	<u>Prior</u>	<u>Total</u>
Professional Services:	\$2,103.68	\$0.00	\$2,103.68
Reimbursable Expenses:	\$0.00	\$0.00	\$0.00
Outside Services:	\$0.00	\$0.00	\$0.00
Other Services and Fees:	\$0.00	\$0.00	\$0.00
Finance Charges:	\$0.00	\$0.00	\$0.00
Taxes:	\$0.00	\$0.00	\$0.00
Totals:	\$2,103.68	\$0.00	\$2,103.68

6-1311-431-00-122-503-1-334

R. Gutierrez Engineering Corporation130 E. Park Avenue
Pharr, TX 78577

Invoice Number: 2118

Friday, November 10, 2006

InvoiceTo: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner**Project: ENG05.012q Morning Sun**

Professional Services for the Period: 4/28/2006 to 10/31/2006

Billing Group: 01 Phased Fixed Fee

Contract #: C-CAP-05-012-06-01(WA#1)(PO#563459)

				Billing Fee:		\$10,554.00
<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Design Phase	4,221.60	40.00	50.00	2,110.80	0.00	2,110.80
Schematic Design Phase	4,221.60	40.00	0.00	0.00	0.00	0.00
Construction Phase	2,110.80	20.00	0.00	0.00	0.00	0.00
Total Phases:						\$2,110.80
Phase Billing Totals:						\$2,110.80

Billing Group Subtotal: 2,110.80

Project Totals:***** Total Project Invoice Amount:****\$2,110.80****Billing Summary**

	<u>Current</u>	<u>Prior</u>	<u>Total</u>
Professional Services:	\$2,110.80	\$0.00	\$2,110.80
Reimbursable Expenses:	\$0.00	\$0.00	\$0.00
Outside Services:	\$0.00	\$0.00	\$0.00
Other Services and Fees:	\$0.00	\$0.00	\$0.00
Finance Charges:	\$0.00	\$0.00	\$0.00
Taxes:	\$0.00	\$0.00	\$0.00
Totals:	\$2,110.80	\$0.00	\$2,110.80

6-1311-431-00-122-484-1-334

R. Gutierrez Engineering Corporation130 E. Park Avenue
Pharr, TX 78577

Invoice Number: 2119

Friday, November 10, 2006

InvoiceTo: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner**Project: ENG05.012k El Charro**

Professional Services for the Period: 4/28/2006 to 10/31/2006

Billing Group: 01 Phased Fixed Fee

Contract #: C-CAP-05-012-06-01(WA#1)(PO#563459)

				Billing Fee:		\$44,275.50
<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Design Phase	17,710.20	40.00	100.00	17,710.20	17,710.20	0.00
Schematic Design Phase	17,710.20	40.00	100.00	17,710.20	13,282.65	4,427.55
Construction Phase	8,855.10	20.00	0.00	0.00	0.00	0.00
Total Phases:						\$4,427.55
Phase Billing Totals:						\$4,427.55

Billing Group Subtotal: 4,427.55

Project Totals:***** Total Project Invoice Amount:****\$4,427.55****Billing Summary**

	<u>Current</u>	<u>Prior</u>	<u>Total</u>
Professional Services:	\$4,427.55	\$30,992.85	\$35,420.40
Reimbursable Expenses:	\$0.00	\$0.00	\$0.00
Outside Services:	\$0.00	\$0.00	\$0.00
Other Services and Fees:	\$0.00	\$0.00	\$0.00
Finance Charges:	\$0.00	\$0.00	\$0.00
Taxes:	\$0.00	\$0.00	\$0.00
Totals:	\$4,427.55	\$30,992.85	\$35,420.40

6-1311-431-00-122-240-1-334

CSI	Colonia	Street Name	Engineering Fee	Preliminary Engineering & Design Phase 80%	Construction Engineering Construction Phase 10%	Total Title Invoices	Previous Payment	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
502006821	Arco Iris 2	Liberty Loop South	\$ 15,540.00	\$ 13,986.00	\$ 1,554.00	\$ 15,540.00	\$ 15,540.00	\$ -	100.00%	\$ -
502006921	Arco Iris 2	Liberty Loop North	\$ 15,640.00	\$ 13,986.00	\$ 1,654.00	\$ 15,640.00	\$ 15,640.00	\$ -	100.00%	\$ -
502007021	Country Living Estates 2	Ortega	\$ 11,040.00	\$ 9,936.00	\$ 993.60	\$ 10,929.60	\$ 10,929.60	\$ -	99.00%	\$ 110.40
502007121	Las Palmas	Jenica	\$ 13,396.00	\$ 12,055.50	\$ 1,339.50	\$ 13,395.00	\$ 13,395.00	\$ -	100.00%	\$ -
502007221	Las Palmas	Jenica	\$ 13,396.00	\$ 12,055.50	\$ 1,339.50	\$ 13,395.00	\$ 13,395.00	\$ -	100.00%	\$ -
502007321	Las Palmas	Jenica	\$ 17,392.00	\$ 15,652.80	\$ 1,739.20	\$ 17,392.00	\$ 17,392.00	\$ -	100.00%	\$ -
502007421	Lopezville	Kennedy	\$ 17,392.00	\$ 15,652.80	\$ 1,739.20	\$ 17,392.00	\$ 17,392.00	\$ -	100.00%	\$ -
502007521	Lopezville	Pueblo	\$ 12,066.00	\$ 10,858.50	\$ 1,206.60	\$ 12,066.00	\$ 12,066.00	\$ -	100.00%	\$ -
502007621	Lopezville	Water	\$ 12,066.00	\$ 10,858.50	\$ 1,206.60	\$ 12,066.00	\$ 12,066.00	\$ -	100.00%	\$ -
502007721	Lopezville	Church	\$ 16,975.00	\$ 15,277.50	\$ 1,697.50	\$ 16,975.00	\$ 16,975.00	\$ -	100.00%	\$ -
502007821	Primavera 2	Jenica Circle East	\$ 16,975.00	\$ 15,277.50	\$ 1,697.50	\$ 16,975.00	\$ 16,975.00	\$ -	100.00%	\$ -
502007921	Primavera 2	Jenica Circle West	\$ 11,045.00	\$ 9,940.50	\$ 1,104.50	\$ 11,045.00	\$ 11,045.00	\$ -	100.00%	\$ -
502008021	Primavera 2	Jessica Cir.	\$ 11,045.00	\$ 9,940.50	\$ 1,104.50	\$ 11,045.00	\$ 11,045.00	\$ -	100.00%	\$ -
502049021	Alamo Orchards	Rosie	\$ 15,406.00	\$ 13,684.50	\$ 1,721.50	\$ 15,406.00	\$ 15,406.00	\$ -	100.00%	\$ -
502049821	Campo Aho	Calle Naranja	\$ 8,870.00	\$ 7,983.00	\$ 887.00	\$ 8,870.00	\$ 8,870.00	\$ -	100.00%	\$ -
502049721	Campo Aho	Valle Vista Circle E	\$ 8,870.00	\$ 7,983.00	\$ 887.00	\$ 8,870.00	\$ 8,870.00	\$ -	100.00%	\$ -
502049721	Campo Aho	Valle Vista Circle W	\$ 8,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 8,050.00
502052021	Plumosa Village	San Angelo	\$ 39,675.00	\$ 35,707.50	\$ 3,967.50	\$ 39,675.00	\$ 35,707.50	\$ 3,967.50	100.00%	\$ -
502053821	South Tower Estates	San Diego	\$ 30,810.00	\$ 27,729.00	\$ 3,081.00	\$ 30,810.00	\$ 27,729.00	\$ 3,081.00	100.00%	\$ -
502053621	South Tower Estates	San Diego	\$ 30,810.00	\$ 27,729.00	\$ 3,081.00	\$ 30,810.00	\$ 27,729.00	\$ 3,081.00	100.00%	\$ -
502054321	Tierra Bonita	Maria Circle North	\$ 15,410.00	\$ 13,869.00	\$ 1,541.00	\$ 15,255.90	\$ 15,255.90	\$ -	99.00%	\$ 154.10
502054421	Tierra Bonita	Maria Circle South	\$ 15,410.00	\$ 13,869.00	\$ 1,541.00	\$ 15,255.90	\$ 15,255.90	\$ -	99.00%	\$ 154.10
502054721	Whitewing Dove	Whitewing Dove	\$ 14,580.00	\$ 13,131.00	\$ 1,449.00	\$ 14,580.00	\$ 14,580.00	\$ -	100.00%	\$ -
502054821	Whitewing Pelican	Whitewing Dove	\$ 14,580.00	\$ 13,131.00	\$ 1,449.00	\$ 14,580.00	\$ 14,580.00	\$ -	100.00%	\$ -
			\$ 355,544.00	\$ 312,744.60	\$ 32,799.30	\$ 345,534.90	\$ 336,712.40	\$ 8,822.50		\$ 10,009.10

Project Completion
Anticipated Completion Date _____
Extension _____
Date Extension was approved in Court _____

Project Engineer
Name (Print) Ramiro Gutierrez
Signature 
Date 11/16/06
Colonia Access Program Director
Date 11/28/06

R. Guillerex Engineering Corporation
 Border Colonia Access Program - Round II
 Contract No: C-CAP-05-012-06-01 (W/A#1)
 PO No: 563459

Work Authorization Number 1
 Schedule of Values

TWDB ID#	Colonia Name	Engineering Fee	Preliminary Design Phase 40%	Final Design Phase 40%	Construction Phase 20%	Total This Invoice	Previous Payment	Current Amount Earned	% Complete	Engineering Fee Available Balance
M1-80588	Primavera I	\$ 16,813.90	100%	\$ 6,645.56	100%	\$ 13,291.12	\$ 13,291.12	\$ -	80.00%	\$ 3,322.78
M1080883	South Fox Estates	\$ 29,325.00	50%	\$ 5,865.00	0%	\$ 5,865.00	\$ 5,865.00	\$ -	20.00%	\$ 23,460.00
M1080740	Tiny Acres	\$ 8,320.50	50%	\$ 1,664.10	0%	\$ 1,664.10	\$ 1,664.10	\$ -	20.00%	\$ 6,656.40
M1080252	Elidra Gardens	\$ 6,774.00	50%	\$ 1,354.80	0%	\$ 1,354.80	\$ 1,354.80	\$ -	20.00%	\$ 5,419.20
M1080412	Las Haciendas	\$ 16,998.30	50%	\$ 3,399.66	0%	\$ 3,399.66	\$ 3,399.66	\$ -	20.00%	\$ 13,598.64
M1080365	LA #1	\$ 25,272.40	100%	\$ 10,108.96	100%	\$ 20,217.92	\$ 20,217.92	\$ -	60.00%	\$ 5,054.48
M1080893	South Side Village	\$ 4,518.50	50%	\$ 903.70	0%	\$ 903.70	\$ 903.70	\$ -	20.00%	\$ 3,614.80
M1080620	Roadrunner #2	\$ 34,196.80	100%	\$ 13,676.72	100%	\$ 27,357.44	\$ 27,357.44	\$ -	80.00%	\$ 6,839.36
M1080596	Rancho Escondido	\$ 24,147.20	100%	\$ 9,658.88	100%	\$ 19,317.76	\$ 19,317.76	\$ -	80.00%	\$ 4,829.44
M1080557	Pentecostal	\$ 9,407.50	100%	\$ 3,763.00	100%	\$ 7,526.00	\$ 7,526.00	\$ -	80.00%	\$ 1,881.50
M1080408	Las Brisas	\$ 57,987.80	0%	\$ -	0%	\$ -	\$ -	\$ -	0.00%	\$ 57,987.80
M1080767	Val Bar	\$ 7,376.00	50%	\$ 1,475.60	0%	\$ 1,475.60	\$ 1,475.60	\$ -	20.00%	\$ 5,902.40
M1080464	North Alamo Village	\$ 21,584.10	100%	\$ 8,633.64	0%	\$ 8,633.64	\$ 4,316.82	\$ 4,316.82	40.00%	\$ 12,960.46
M1080503	Northside Village	\$ 10,518.40	50%	\$ 2,103.68	0%	\$ 2,103.68	\$ -	\$ 2,103.68	20.00%	\$ 8,414.72
M1080484	Morning Sun	\$ 10,654.00	50%	\$ 2,110.80	0%	\$ 2,110.80	\$ -	\$ 2,110.80	20.00%	\$ 8,443.20
M1080240	El Charro	\$ 44,276.50	100%	\$ 17,710.20	100%	\$ 35,420.40	\$ 30,992.85	\$ 4,427.55	80.00%	\$ 8,855.10
M1080198	Country Living Estates	\$ 19,062.00	100%	\$ 7,600.80	100%	\$ 15,201.60	\$ 15,201.60	\$ -	80.00%	\$ 3,800.40
M1080605	Road Barn	\$ 5,315.10	50%	\$ 1,063.02	0%	\$ 1,063.02	\$ 1,063.02	\$ -	20.00%	\$ 4,252.08
M1080680	RSW Unit #1	\$ 17,883.40	50%	\$ 3,536.68	0%	\$ 3,536.68	\$ 3,536.68	\$ -	20.00%	\$ 14,146.72
		\$ 369,867.40		\$ 101,276.80		\$ 68,166.12	\$ -	\$ 12,958.86		\$ 199,424.48
						\$ 170,442.92	\$ 157,484.07			

Project Completion
 Anticipated Completion Date
 Extension
 Date Extension was approved in Court

Project Engineer
 Name (Print)

Signature

Date

Colonia Access Program Director
 Date

Ramiro Guillerex

Ramiro Guillerex
 11/10/06

[Signature]
 11-19-06

Requisition

Req # 00085355

PO # 563459

Date: 02/23/06

Bill To: x
x

Vendor : 234443

R. GUTIERREZ ENGINEERING CORPORATION
130 E. PARK AVE.
PHARR TX 78577
FAX (956)782-2558

Ship To: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		<u>Account No</u>	<u>Encumbrance</u>	
		6-1311-431-00-122-503-1-334	10,518.40	
		6-1311-431-00-122-557-1-334	9,407.50	
		6-1311-431-00-122-568-0-334	16,613.90	
		6-1311-431-00-122-580-1-334	17,683.40	
		6-1311-431-00-122-596-0-334	24,147.20	
		6-1311-431-00-122-605-1-334	5,315.10	
		6-1311-431-00-122-620-0-334	34,196.80	
		6-1311-431-00-122-683-0-334	29,325.00	
		6-1311-431-00-122-693-0-334	4,518.50	
		6-1311-431-00-122-740-0-334	8,320.50	
		6-1311-431-00-122-767-1-334	7,378.00	
			Freight	.00
			Total	369,867.40
		ROUND II ENGINEERING SERVICES FOR CAP PROJECTS REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00085355

PO # 563459

Date: 02/23/06

Bill To: x
x

Vendor : 234443

R. GUTIERREZ ENGINEERING CORPORATION
130 E. PARK AVE.
PHARR TX 78577
FAX (956) 782-2558Ship To: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577Contact: PETE VARGAS
956-787-1891

Contract No:

Special Instructions:

REQ. #0006

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		#C-CAP-05-*012-06-01 APPROVED @ CC ON 06/01/2005 WORK AUTHORIZATION APPROVED ON 02/07/2006		
1	EACH	COUNTRY LIVING ESTATES	19,002.00	19,002.00
1	EACH	EL CHARRO #2	44,275.50	44,275.50
1	EACH	ELDORA GARDENS	6,774.00	6,774.00
1	EACH	LJ #1	25,272.40	25,272.40
1	EACH	LAS BRISAS	57,982.80	57,982.80
1	EACH	LAS HACIENDAS	16,998.30	16,998.30
1	EACH	MORNING SUN	10,554.00	10,554.00
1	EACH	NORTH ALAMO VILLAGE	21,584.10	21,584.10
1	EACH	NORTH SIDE VILLAGE #2	10,518.40	10,518.40
1	EACH	PENTECOSTAL	9,407.50	9,407.50
1	EACH	PRIMAVERA I	16,613.90	16,613.90
1	EACH	RSW UNIT #1	17,683.40	17,683.40
1	EACH	RANCHO ESCONDIDO	24,147.20	24,147.20
1	EACH	RED BARN	5,315.10	5,315.10
1	EACH	ROADRUNNER #2	34,196.80	34,196.80
1	EACH	SOUTH FORK ESTATES	29,325.00	29,325.00
1	EACH	SOUTH SIDE VILLAGE	4,518.50	4,518.50
1	EACH	TINY ACRES	8,320.50	8,320.50
1	EACH	VAL BAR ESTATES	7,378.00	7,378.00
		<u>Account No</u>	<u>Encumbrance</u>	
		6-1311-431-00-122-199-1-334	19,002.00	
		6-1311-431-00-122-240-1-334	44,275.50	
		6-1311-431-00-122-252-0-334	6,774.00	
		6-1311-431-00-122-365-0-334	25,272.40	
		6-1311-431-00-122-406-1-334	57,982.80	
		6-1311-431-00-122-412-0-334	16,998.30	
		6-1311-431-00-122-484-1-334	10,554.00	
		6-1311-431-00-122-494-1-334	21,584.10	

Authorized By: _____

AI-1729

15.D.1.

**Pager Services
CC REGULAR**

Date: 12/28/2006

Submitted By: Roli Flores, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Agenda Item

CAPTION

Requesting authority to award (from solicited quotes) and approval of contract for "Pager Service" for a one (1) year term to vendor meeting all specifications and/or requirements in the amount of \$3.95 a month for 145 pagers (\$572.75 for all 145 pagers) but in no event to exceed the \$25,000.00 statutory bid limit.

BACKGROUND

1. Letters for recommendation
2. Tabulation Sheets
3. Draft Contracts

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Account for Generator project # 1100423212800020432

Account for Pager Service project # 1100421002800010533

Attachments

Link: [pager service backup](#)

Link: [generator back up](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Neilda Cavazos	12/22/2006 10:21 AM	APRV
2	Budget & Management	Dina Trevino	12/22/2006 11:02 AM	APRV
3	Sergio Cruz	Sergio Cruz	12/22/2006 02:23 PM	APRV
4	Auditor's Office	Linda Fong	12/27/2006 09:47 AM	APRV
5	Agenda Coordinator			NEW

Form Started By: Roli Flores

Started On: 12/20/2006 09:40 AM

Final Approval Date:



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

MEMORANDUM

TO: Mr. Roli Flores, Buyer
Hidalgo County Purchasing Department

FROM: Guadalupe "Lupe" Treviño
Hidalgo County Sheriff

DATE: December 20, 2006

RE: Quotes for pager service

A handwritten signature in black ink, appearing to be "Lupe Treviño", is written over the "FROM" field of the memorandum.

The Hidalgo County Sheriff's Office requested quotes for monthly pager service air time. The quotes should be valid for the 2007 calendar year with our option to extend an additional year.

Attached are copies of the certified letters which were sent out to three different vendors and received. The responding vendor listed below meets all specifications. We are requesting that purchasing issue a contract for all services listed in specifications.

Advanced Paging & Wireless P.O. Drawer 3097 McAllen, Texas 956-631-7243

- Service connection fee: N/A
- Airtime local area alpha (South Texas) \$ 3.95 monthly per pager
- Maintenance is included (most repairs done at no cost to customer.)
- Cost to replace pager from \$ 19.95 to \$ 39.95

If at any time it appears that the Hidalgo County Sheriff's Office will exceed \$25,000.00 within the fiscal year, all services will be suspended until a contract is obtained through the Hidalgo County bid process. We, however, do not expect to come anywhere close to that amount.

For any additional information please contact Lieutenant R. Ozuna telephone number (956) 393-6151.

HIDALGO COUNTY PURCHASING DEPARTMENT QUOTE TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Sheriff's Office

OPENING DATE: December 20, 2006

DESCRIPTION OF QUOTE: Pager Services

QUOTE NO: 06-283-12-20-ROL

QUOTE #	NAME OF COMPANY	TOTAL AMOUNT(monthly)
✓ #1	Advance Paging & Wireless P.O. Drawer 3097 McAllen TX. 78502	\$3.95 PER MONTH X145 PAGERS = \$ 572.75
#2	Beepers Etc. 1723 N. 23 rd McAllen TX. 78501	No Quote
#3	E-Z Page 1903 South Closner Edinburg TX. 78539	No Quote

Note: The Service contract will be for a one (1) year term.

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-000-00-00

THIS CONTRACT is made and entered into this th day of **Month, 2007** by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to request 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 quote to Company.

DRAFT

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations (as provided in Exhibit "A") Hidalgo County Department for "Description of Service". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in

accordance with the Specifications within **Hidalgo County** following a request for Services by the _____ 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 , 2007 and ending, 2007 and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

DRAFT

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

DRAFT

If to Company **Company**
 Attention: Authorized Representative
 Address
 City, State, Zip Code

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 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.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2007

Approved by Commissioners Court on, _.

APPROVED AS TO FORM:

By:

Atlas & Hall, LLP

Date:

DRAFT

ATTEST:

By: _____

Ramon Garcia, County Judge

Date:

Juan D. Salinas III, County Clerk

Date:

COMPANY:

By: _____

Printed Name: _____

Title:

Date: _____

HIDALGO COUNTY PURCHASING DEPARTMENT QUOTE TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Sheriff's Office

DUE DATE: December 19, 2006

OPENING TIME: 12:00 P.M.

DESCRIPTION OF RFSQ: "SERVICE/MAINTENANCE AND REPAIR AGREEMENT FOR GENERATORS"

RFSQ No: 2006-442-12-19-ROL

	NAME OF COMPANY	TOTAL PRICE FOR ONE (1) YEAR SERVICE	TECH SERVICE LABOR RATES
#1 ✓	Holt Cat Power Systems	\$17,200.00	Normal Hours \$94.50 Overtime Hours \$141.75 Holiday Hours \$189.00
#2	Atlas Technologies	\$19,730.00	Normal Hours \$69.00 Overtime Hours \$103.00 Holidays \$138.00
#3			
#4			
#5			
#6			
#7			

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-000-00-00

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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 quote to Company.

DRAFT

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accordance with the Specifications within **Hidalgo County** following a request for Services by the _____ 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 , 2007 and ending, 2007 and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

DRAFT

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 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

DRAFT

If to Company **Company**
 Attention: Authorized Representative
 Address
 City, State, Zip Code

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

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14. 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.

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WITNESS our hands in duplicate originals this ____ day of _____, 2007

Approved by Commissioners Court on, .

APPROVED AS TO FORM:

By:

Atlas & Hall, LLP

Date:

DRAFT

ATTEST:

By: _____

Ramon Garcia, County Judge

Date:

Juan D. Salinas III, County Clerk

Date:

COMPANY:

By: _____

Printed Name: _____

Title:

Date: _____

AI-1736

15.E.1.

**HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT
CC REGULAR**

Date: 12/28/2006

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Juvenile
Probation

Agenda Item

CAPTION

A. Presentation for consideration, discussion and acceptance (for the purposes of ranking by Commissioners Court) as "Qualified" the sole response Statement of Qualifications received from Burton, McCumber & Cortez, LLP in response to Hidalgo County's Request for Qualifications for "Independent Audit Services" for the Juvenile Probation Department /Program;**and, if item approved,**

B. Approval of the "Letter of Engagement" with Burton, McCumber & Cortez, LLP for the provision of Independent Audit Services for Hidalgo County's Juvenile Probation Department/Program.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1100-423-60-330-002-0-335

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [Agenda - 1736](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Neilda Cavazos	12/22/2006 10:21 AM	APRV
2	Budget & Management	Dina Trevino	12/22/2006 11:04 AM	APRV
3	Sergio Cruz	Sergio Cruz	12/22/2006 02:27 PM	APRV
4	Auditor's Office	Linda Fong	12/27/2006 09:48 AM	APRV
5	Agenda Coordinator			NEW

Form Started By: Laura Moya

Started On: 12/20/2006 01:44
PM

Final Approval Date:



Burton McCumber & Cortez, L.L.P.
Certified Public Accountants & Management Consultants

200 South 10th Street, Suite 1500
McAllen, Texas 78501
Telephone 956/613-2300
Facsimile 956/618-2333
www.bmctexas.com

Offices in:
Brownsville
McAllen
Matamoros
Reynosa

December 15, 2006

County of Hidalgo
The Honorable Judge Ramon Garcia and
Commissioners
County of Hidalgo-Juvenile Probation Department
100 E. Cano
Edinburg, Texas 78539

We are pleased to confirm our understanding of the services we are to provide.

Scope

We will audit the combined balance sheet – regulatory basis of the Texas Juvenile Probation Commission Grant Funds of Hidalgo County as of August 31, 2006 and the related combined statements of revenues, expenditures and changes in fund balance – regulatory basis for the year then ended. Also the combined statement of revenues, expenditures and changes in fund balance – budget to actual – regulatory basis will be presented and considered additional information accompanying the basic financial statements and will be subjected to the auditing procedures applied in our audit of the financial statements upon which we will provide an opinion in relation to the basic financial statements.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. The objective of our audit will be the expression of an opinion on the above-mentioned financial statements. We will also perform an examination for compliance with laws, regulations, contracts, grants and requirements of the Texas Juvenile Probation Commission Audit Requirements.

County of Hidalgo

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Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of the County of Hidalgo Juvenile Probation Department and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of the audit committee, management, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal control and for compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements

County of Hidalgo

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December 15, 2006

aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position and the respective changes in financial position in conformity with the regulatory basis of accounting and prescribed by the Texas Juvenile Probation Commission.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management's responsibilities include informing us of their knowledge of any allegations of fraud or suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the probation department complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

As part of the audit, we will prepare a draft of your financial statements and related notes in accordance with Government Auditing Standards and the regulatory basis prescribed by the Texas Juvenile Probation Commission. You will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

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Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on the County of Hidalgo – Juvenile Probation Department's financial statements.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability

County of Hidalgo

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December 15, 2006

to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by Government Auditing Standards.

Audit Procedures—Compliance

Identifying and ensuring that the Hidalgo County Juvenile Probation Department complies with the provisions of laws, regulations, contracts, agreements, and grants is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Hidalgo County Juvenile Probation Department's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Administration and Other

We understand that your employees will prepare all cash or other confirmations we request, prepare required audit schedules and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Burton McCumber & Cortez, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Texas Juvenile Probation Commission for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Burton McCumber & Cortez, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Texas Juvenile Probation Commission. If we are aware that the Texas Juvenile Probation Commission is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We estimate that to complete this audit, our fee will approximate \$14,800.

County of Hidalgo

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December 15, 2006

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate using the hourly rates outlined below before we incur the additional costs.

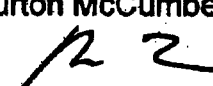
<u>Experience Level</u>	<u>Hourly Rate</u>
Partner	\$230
Manager	\$150
Supervisor/In-Charge	\$ 95
Staff	\$ 75

This engagement includes only those services specifically described in this letter. Costs and time spent in legal matters or proceedings arising from our engagement, such as subpoenas, testimony, or consultation involving private litigation, arbitration or government regulatory inquiries at your request or by subpoena, will be billed separately.

We appreciate the opportunity to be of service to the County of Hidalgo and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Burton McCumber & Cortez, L.L.P.


Ricky Longoria
Partner

County of Hidalgo

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December 15, 2006

The foregoing letter fully describes our understanding and is accepted by us.

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

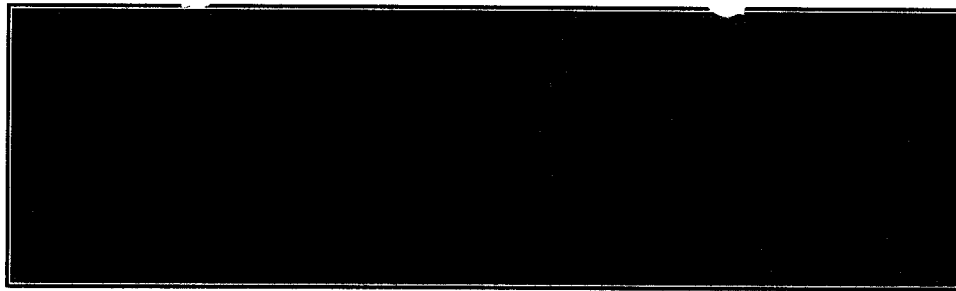
COUNTY OF HIDALGO

Date Ramon Garcia, County Judge BY _____

ATTEST:

Eddy Trevino, County Clerk

Approved as to Form:



RFQ ACCEPTANCE DATE: November 19, 2003

RFQ ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/RFQ DESCRIPTION: "Independent Financial Audit Services-Hidalgo County"

RFQ NO: 03-292-11-19

NAME OF SUBMITTER: COMPANY/FIRM & REPRESENTATIVE'S NAME		RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
01.	Burton McCumber & Cortez, L.L.P./Ricky Longoria, Partner	IP	Wendy Weeks Ph:618-2300 Fax:618-2333	11-5-03	200 S 10 th Ste 1500 McAllen, Tx 78501
02.	Louis C.Orozco CPA Louis C. Orozco	IP 287-2000	Yesenia M. Martinez Ph: 782-5481 Fax:782-5484	11-5-03	204 W Ferguson Ste 102 Pharr, Tx 78577
03.	Juan Nunez, CPA Juan Nunez, CPA 655-2657	IP	For 956-287-2000		
04.	Julio Guzman CPA		682-6588 682-6380 fax		
05.					
06.					
07.					
08.					
09.					
10.					

*VIA:

IN PERSON (IP)

TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County Juvenile Probation

RFQ ACCEPTANCE DATE: November 29, 2006

RFQ ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFQ: Independent Audit -Hidalgo County Juvenile Probation Department

RFQ NO: ~~06-298-09-13-VGG~~ (Acceptance date changed from 12-06-06 to 12-13-06)

RFQ&P#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS
#01	Burton, McCumber + Cortez LLP	
#02		
#03		
#04		
#05		
#06		
#07		
#08		
#09		
#10		

AI-1760

16.A.

**Hidalgo Tax Increment Fund
CC REGULAR**

Date: 12/28/2006
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

1. Discussion, consideration and action on City of Hidalgo's request for a proposed Tax Increment Reinvestment Zone pursuant to the "Preliminary Project Plan and Financing Plan For Reinvestment Zone Number One, City of Hidalgo, Texas, Hidalgo Re-Development Program" submitted by the City of Hidalgo, including request for approval of the County's participation in the Reinvestment Zone upon the City of Hidalgo's creation thereof, commencing with a base year of January 1, 2006, by contributing 100% of the tax increment for the life of the zone commencing with the 2006 tax year, subject to the creation of the zone by the City of Hidalgo in accordance with the preliminary plan submitted to the County and the negotiation and execution of an appropriate interlocal agreement with the City of Hidalgo and the zone.
2. Request by the City of Hidalgo for waiver of 60 day notice requirement pursuant to Section 311.003(e) of the Texas Tax Code.
3. Designation of a representative to meet with the City of Hidalgo pursuant to Section 311.003(g) of the Texas Tax Code.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/22/2006 09:07 AM	APRV
2	Sergio Cruz	Sergio Cruz	12/22/2006 03:13 PM	APRV
3	Dale Kennan	Dale Kennan	12/22/2006 03:23 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Dina Trevino

Started On: 12/20/2006 05:37 PM

Final Approval Date:

AI-1722

16.B.

**membership-Texas Library System/By-Laws
CC REGULAR**

Date: 12/28/2006
Submitted By: Monica Badillo, COMM. CT ADMINISTRATOR
Submitted For: Letty Leija
Department: COMM. CT ADMINISTRATOR
Agenda Area: Budget and Management

Agenda Item

CAPTION

Library System:

1. Request for authorization to apply for continued system membership in the Texas Library System
2. Approval of revision to By-Laws of the Hidalgo County Library System
3. Discussion, consideration and action regarding the appointment/position of County Librarian/Coordinator which will expire on 12/31/06
4. Approval of Appointment of County Librarian/Coordinator to become effective January 01, 2007

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2006 10:52 AM	APRV
2	Sergio Cruz	Sergio Cruz	12/21/2006 04:17 PM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 10:20 AM	APRV
4	Auditor's Office	Linda Fong	12/27/2006 09:31 AM	APRV
5	Agenda Coordinator			NEW

Form Started By: Monica Badillo

Started On: 12/19/2006 04:42 PM

Final Approval Date:

AI-1767

16.C.

**withdrawal of 457 deferred comp. plan
CC REGULAR**

Date: 12/28/2006
Submitted By: Monica Badillo, COMM. CT ADMINISTRATOR
Submitted For: Valde Guerra
Department: COMM. CT ADMINISTRATOR
Agenda Area: Budget and Management

Agenda Item

CAPTION

Discussion, consideration and action regarding withdraw of funds from 457 Deferred Compensation Plan for the following employees due to hardship:

Employee #095079

Employee #084751

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2006 04:38 PM	APRV
2	Sergio Cruz	Sergio Cruz	12/21/2006 04:51 PM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 10:21 AM	APRV
4	Auditor's Office	Arcilia Duran	12/22/2006 04:17 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/22/2006 04:19 PM	APRV

Form Started By: Monica Badillo

Started On: 12/21/2006 03:59 PM

Final Approval Date: 12/22/2006

AI-1753

16.D.

Texas VINE Grant

CC REGULAR

Date: 12/28/2006

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

1. Discussion, consideration and approval to submit the Texas VINE Maintenance Invoice in the amount of \$30,108.00 and the Texas VINE Annual Maintenance Verification to the Office of the Attorney General.

2. Authorization for County Judge to sign the required documents: Texas VINE Maintenance Invoice and Texas VINE Annual Maintenance Verification

BACKGROUND

Texas VINE Annual Maintenance Grant Contract - Fiscal Year 2007 was approved by Commissioners' Court on August 8, 2006.

Texas VINE Maintenance Invoice and Texas VINE Annual Maintenance Verification submitted to Agenda Coordinator

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1283-415-00-200-005-7-336

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz	Sergio Cruz	12/22/2006 02:44 PM	APRV
2	Budget & Management	Dina Trevino	12/22/2006 02:51 PM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 02:54 PM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 03:35 PM	APRV
5	Mike Escaname			NEW
6	Agenda Coordinator			

Form Started By: Sergio Cruz

Started On: 12/20/2006 05:05 PM

Final Approval Date:

AI-1757

16.E.

**County Clerk's Office- Pay out of accumulated personal leave and comp time
CC REGULAR**

Date: 12/28/2006
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

County Clerk's Office
Discussion, consideration, and approval to pay out accrued personal leave and comp time to employee #087289.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/22/2006 11:12 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/22/2006 02:51 PM	APRV
3	Dina Trevino	Dina Trevino	12/22/2006 04:13 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Dina Trevino

Started On: 12/20/2006 05:33 PM

Final Approval Date:

AI-1755

16.F.

**398th District Court- Pay out of accumulated personal leave and comp time
CC REGULAR**

Date: 12/28/2006
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

398th District Court
Discussion, consideration, and approval to pay out accrued personal leave and comp time to employee #098493.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/22/2006 11:11 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/22/2006 02:51 PM	APRV
3	Dina Trevino	Dina Trevino	12/22/2006 04:12 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Dina Trevino

Started On: 12/20/2006 05:26 PM

Final Approval Date:

AI-1741

16.G.

**Fire Marshal's Office- 2007 Rural Emergency Services Contract
CC REGULAR**

Date: 12/28/2006
Submitted By: Yolanda Orozco, FIRE MARSHAL
Submitted For: Victor Fonseca, Jr.
Department: FIRE MARSHAL
Agenda Area: Budget and Management

Agenda Item

CAPTION

Fire Marshal's Office
Discussion, consideration, and possible action on the 2007 Rural Emergency Services Contract

BACKGROUND

The rate of \$720.00, \$575.00, \$345.00, \$230.00, or \$115.00 per call, depending on the type of service, shall apply during the term of the contract. RC

Revenue & Expenditures

Attachments

Link: [2007 Rural Calls Contract](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2006 11:23 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/21/2006 03:55 PM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 10:21 AM	APRV
4	Auditor's Office	Linda Fong	12/27/2006 09:47 AM	APRV
5	Agenda Coordinator			NEW

Form Started By: Yolanda Orozco

Started On: 12/20/2006 02:26 PM

Final Approval Date:

State of Texas

County of Hidalgo

RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the _____ day of _____, _____, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the _____, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under authority of Chapter 352, Texas Local Government Code to be effective on the _____ day of _____, 2007.

I. TERMS

- A.** This Contract shall be for a period commencing on January 1, 2007 and shall terminate on December 31, 2007.
- B.** After December 31, 2007, this Contract unless terminated as provided elsewhere shall automatically be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties. If the city has not signed and submitted its new contract, both parties agree that twenty-five (25%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice received until a current contract has been submitted and approved.
- C.** Either party has the option to terminate the terms of this Contract by written notification sixty (60) days prior to cancellation.
- D.** On December 31, 2007, at 11:59 P.M., this Contract will be terminated.
- E.** The Rural Emergency Service Incident Report (Exhibit A) form must be utilized as part of the monthly report submitted to the county Fire Marshal.

II. DEFINITIONS

- A. EMERGENCY SERVICES** - Services provided by the City/Entity in rural and incorporated areas within Hidalgo County, will be limited to the following:
 - 1. Fire Fighting:**
 - a. Structure** - Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner. That is built or constructed; an edifice or building of any kind.
 - b. Explosions** - The act or an example of exploding the loud, sharp sound made by such.

- c. **Vehicular** - Something used as an instrument of conveyance: any conveyance used in transporting passengers or merchandise by land, water or air.
 - (i.) **Commercial Motor Vehicle** - A motor vehicle or combination of motor vehicles used to transport passengers or property that: has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is transporting hazardous materials and is required to be placarded.
 - (ii.) **Passenger Car** - A motor vehicle other than a motorcycle, used to transport persons and designed to accommodate 8 or fewer passengers including the operator.
 - d. **Rubbish** - Anything discarded as refuse; garbage, worthless material.
 - e. **Natural Vegetation** - Present in or produced by nature. The plants of an area or region; plant life collectively.
 - f. **Electrical** - Pertaining to or operated by electricity, current used or regarded as a source of power.
 - g. **Natural gas/propane and petroleum based incidents** - A gaseous fuel, the state of matter distinguished from the solid and liquid states by very low density and viscosity, relatively great expansion and contraction with changes in pressure and temperature. Propane is a colorless gas, found in natural gas and petroleum widely used as a fuel.
2. **Vehicular Accidents** - All emergency extrications from entanglement and/or hazard material containment (i.e. fuel spills, train, and/or airplane.)
 3. **Search & Rescue Calls** - All emergency rescues of person(s) in water or all emergency rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse; recovery of drowned victim(s).
 4. **Mass Casualty** - All emergency rescuing of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

5. **Assist Law Enforcement Agencies** - (i.e. D.P.S., Sheriff, State, Federal Officers and Hidalgo County Fire Marshal's Office)
6. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas commission on Environmental Quality.
7. **Mutual Aid** - Situations where a City is requested to assist another city to perform Emergency Services pursuant to the provisions of Section VI.
8. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to a potential accident)
9. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed)

B. Response Area:

1. **Rural Areas** - Non-incorporated areas of Hidalgo County, as they exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.
2. **Incorporated Areas** - Areas within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

C. Hidalgo County Fire Marshal - Appointed by county and responsible for the administration of fire investigations, fire safety inspections, fire prevention activities, administration of Rural Fire Contract, and enforcement of County Fire Code.

D. Deputy Fire Marshals - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

E. County Fire Investigators - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

F. Reimbursement Plan - Method by which a city is reimbursed by the County for emergency services rendered in rural areas.

G. Primary City - Primary City/Entity is the City/Entity who is a party to a cooperative Agreement with the County to respond to the areas where the emergency occurred as per Section II, Paragraph A, of this Contract.

- H. Secondary City** - Secondary City is any City/Entity or group of cities who respond to emergency services of a Primary City to assist the Primary City in performing emergency services in the Rural Response District of the Primary City.
- I. Rural Response District** - The area designated for City/Entity to respond to under the provision of this Contract as described on Exhibit B attached thereto and Exhibit B may be amended from time-to-time pursuant to Section III, Paragraph B of this Contract.

III. CITY'S RESPONSIBILITIES

- A.** City Entity hereby agrees to provide emergency services, if resources are available, in City's Rural Response District of Hidalgo County and other rural response areas within the County as may be required by County Fire Marshal.
- B.** City/Entity hereby agrees that their Rural Response District within the County of Hidalgo is the area as shown by the map, attached hereto as Exhibit A. Each City's/Entity's Rural Response District may be amended from time to time during the period of this Contract by annexation or de-annexation of property by respective city(s) or by agreement of the County Fire Marshal, and the Fire Chief(s) responsible for the existing Rural Response District. The Rural Response Districts will be provided to the 911 Emergency Coordinator and the Sheriff's Office. A map of the Rural Response District of all participating Cities/Entities shall be maintained and provided by the County Fire Marshal's Office.
- C.** City/Entity agrees to provide the County Fire Marshal with statistics, data, and all records necessary in order to be reimbursed by the County as herein provided. In the absence of a County Fire Marshal, reports shall be provided to the County Judge.
- D.** City/Entity will provide its own insurance for equipment and vehicles used in performing the above mentioned services. Emergency vehicles and fire fighting apparatus must be owned and /or managed by the Cities.

IV. COUNTY'S RESPONSIBILITIES

- A.** Consideration for City's/Entity's Rural Emergency Services, County will reimburse in the manner provided for herein.
- B.** The County shall designate a person and office who shall be known as the County Fire Marshal and County Fire Marshal's Office and who shall have the following responsibilities.

1. Administration
 - a. Fire Safety Inspections
 - b. Plat/Plan Reviews
 - c. Commercial Building Inspections
 - d. Health Care Facility Inspections
 - e. Existing and New Construction Inspections
 - f. Development and Enforcement of County Fire Codes
 - g. Adult and Child Care Facilities
 - h. Burn permits for rural areas of the County
2. Investigations
 - a. Conduct Fire Investigations
 - b. Provide Information and Reports
 - c. Assists Sheriff in issuance of citations for fire code infractions
3. Fire Prevention
 - a. Plans, coordinates, and directs activities
 - b. Conducts Training as needed to fire departments
 - c. Acquires and maintains equipment
 - d. Conducts public education
 - e. Performs safety presentations
4. Rural Emergency Service Contract Administration
5. Administration of Deputy Fire Marshal(s)

V. LIABILITY

- A.** City/Entity and County agree pursuant to section 352.004 Texas Local Government Code, that the acts of any person or persons traveling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of County in all respects, notwithstanding such person or persons may otherwise be employees or fire fighters of the City/Entity.
- B.** The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters. Nothing herein shall be construed to prevent either party from becoming self-insured.
- C.** For unincorporated areas with the capabilities as defined in Section II which cannot acquire insurance independently, County also agrees to provide Workers' Compensation insurance to cover any such City/Entity firefighter as listed on a

schedule provided to County during the first two weeks of December of each year. This must be kept updated during each calendar year or coverage to apply. Any city/Entity which applies for and receives Workers' Compensation insurance coverage under the county policy agrees to implement the Hidalgo County Accident Prevention Plan. Each City/Entity agrees to provide to County on a monthly basis along with billings any documentation for all safety training as required by the Accident Prevention Plan as implemented, as well as documentation of completion of other State/Federal fire fighting requirements.

- D.** If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall renegotiate their respective obligations regarding emergency services in the rural areas of Hidalgo County at the time.

VI. REIMBURSEMENT PLAN

- A.** County shall reimburse City/Entity of services provided hereunder in a lump sum, with payments to be made monthly as follows:
- 1.** City/Entity shall keep true and accurate records of all emergency services provided hereunder by City/Entity and shall submit monthly reports therefore to County Fire Marshal by the 15th day of the following month in which the emergency services were provided. If the 15th were to fall on a weekend or a holiday, the monthly reports would be due the next business day. The parties hereto agree that ten percent (10%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice not received by the due date. Reporting is a prerequisite to receiving payments from County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity which is utilizing the County Workers' Compensation policy, as itemized in Section V(c).
 - 2.** County shall communicate and provide a written itemized list of emergency services not reimbursed to City/Entity and an explanation for disapproval to the fire chief of City/Entity.
 - 3.** County Fire Marshal shall accumulate records of all emergency services provided by all cities within Hidalgo County and shall calculate the amount due each City/Entity.
 - a.** Any and all disputes of City/Entity reports shall be addressed directly by the Fire Marshal and/or the reporting City/Entity.
 - b.** If resolution of disputed emergency services can not be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioners' Court.

4. For all emergency calls serviced by City(s)/Entity(s) within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services corresponding to that year, in accordance with the following payment schedule.
- a. The rate of **\$720.00** per call for the following calls shall apply during the term of this Contract.
- i. **Fire Fighting** - Structure, Explosions, Natural gas/Propane and Petroleum base (these are incidents which involve a working fire upon arrival). Natural vegetation, Brush, Grass, Rubbish and/or Trash – (Anything over two acres, a city block 300' x 300').
 - ii. **Vehicle Fire** - Any commercial vehicle or 3 or more passenger vehicles which involve a working fire upon arrival.
 - iii. **Vehicular Accidents** - All emergency extrications from any entrapment and/or entanglement incident.
 - iv. **Rescue Calls** - All emergency rescues of person(s) in the water, all emergency rescue/extrication of person(s) from enclosed areas (i.e. elevators, building collapse).
 - v. **Mass Casualty** - All emergency rescues and/or recovery of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).
 - vi. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Commission on Environmental Quality. (Fuel spill over 35 gals).
 - vii. **Situation where Secondary City/Entity** is required to respond on behalf of Primary City/Entity to perform emergency services pursuant to Section VI (4) above: Secondary City/Entity will be reimbursed as Primary City/Entity at the current rates.
 - viii. **Special Situations** - A situation in which the City/Entity performed in a manner that is not covered above, **or for an extended period of time**, the Fire Chief must explain in detail the type of incident and reasons for reimbursement.

(County Fire Marshal will decide on rate of reimbursement.)

- b. The rate of \$575.00 per call for the following calls shall apply during the term of this Contract:
 - 1. **Fire Fighting** - Vehicular Fire any passenger vehicle that involves a working fire upon arrival.
- c. The rate of \$345.00 per call for the following calls shall apply during the term of the Contract.
 - i. **Mutual Aid** - In the event of emergency, and the emergency is of such magnitude that the Primary City must declare a multiple alarm and must request assistance from a Secondary City, each Secondary City requested by Primary City to respond shall receive \$345.00 for services provided. The Fire Chief for the Primary City must provide an independent written document to the County Fire Marshal specifically identifying the requested Secondary City(s)/Entity(s) for the multiple alarms along with any other pertinent information related to the circumstances requiring the issuance of its need for a multiple alarm call and assistance. **(On scene-only the Fire Chief or Incident Commander of the Primary City shall request the need for mutual aid. From station - the dispatcher from the Primary City may request the need for mutual aid due to no response from the Primary City/Entity or as a directive from the Fire Chief or Incident Commander who is on scene. Other - an Hidalgo County Fire Marshal may request mutual aid at anytime whether or not on scene.) NO OTHER AGENCIES may notify fire departments for mutual aid.**
 - ii. **Wash Down** - Any petroleum base where there is no fire. (Fuel spill under 35 gals.)
 - iii. **Rescue Call** - Recovery of any drowned victim(s)
 - iv. **Fire Fighting** - Natural Vegetation (anything below two acres of fire)
 - v. **Trash/Rubbish** - Residential dumpster, residential trash pit

- vi. **Natural gas/propane and petroleum based incidents** - To shut off gas and/or stand by for utility company(s) **(Where there is no fire or location)**
 - vii. **Explosion** - Where there is no fire on location
 - viii. **Electrical** - Any Electrical Pole and/or Transformer Explosion. Electrical wire down. **(Where there is no fire at location)**
 - ix. **Assist Law Enforcement Agencies:** D.P.S., Sheriff, State, Federal Officers, and Hidalgo County Fire Marshal. **(Where there is no fire, Non-Emergency call(s))**
 - x. **Hazardous materials incident** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Natural Resource Conservation Commission. **(Under 35 gal.)**
- d. The rate of **\$230.00** per call for the following calls shall apply during the term of this Contract:
- i. **Traffic Control** - Any calls strictly for traffic control duties.
- e. The rate of **\$115.00** per call for the following calls shall apply during the term of this Contract:
- i. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed.) Includes all fires that are out upon arrival.
 - ii. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to potential accident)

VII. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this Contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County hereunder.

VIII. AUDIT

Any and all requests for reimbursement by City/Entity from County under this Contract shall be subject to audit by the County Auditor. Should County Auditor elect to audit City's/Entity's records pertaining to any request or claim for reimbursement hereunder, City/Entity agrees to furnish County Auditor any and all information requested by county Auditor. Should County Auditor determine any payments received by City/Entity were not properly claimed under the terms of this Contract, City/Entity agrees to remit the amount of payments so found by County Auditor to County within ten (10) days following the date of receipt of City/Entity of County Auditor's written determination of same.

IX. MISCELLANEOUS

1. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
2. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
3. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.
4. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
5. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City: _____
_____, Texas _____

If to County: County of Hidalgo
Attn. County Judge
100 East Cano, 2nd Floor
P. O. Box 1356
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

6. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
7. **Successors.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
8. **Assignment.** This Agreement shall not be assignable.
9. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
10. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and the Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
12. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

**WITNESS THE HANDS OF THE PARTIES in duplicate
originals effective as of the day and year first written above.**

CITY OF

Date:

By:

ATTEST:

City Secretary

COUTY OF HIDALGO

Date:

Ramon Garcia, County Judge

ATTEST:

Eddy Trevino, County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

County of Hidalgo

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT)

(Exhibit A)

DEPARTMENT: _____	COUNTY INCIDENT: _____
DATE : _____	ALARM TIME : _____
ARRIVAL TIME: _____	DEPART TIME: _____
SITUATION REPORTED: _____	SITUATION FOUND: _____

MUTUAL AID: _____	GIVEN: _____	RECEIVED: _____	DEPARTMENT: _____
_____	NON-APPLICABLE		DEPARTMENT: _____
CALLER NAME: _____	REQUESTING PERSON: _____		

CALLER NAME: _____	METHOD OF ALARM: _____	911
CALLER ADDRESS: _____	OTHER: _____	PHONE: _____
CALLER PHONE: _____	WALK-IN: _____	

INCIDENT LOCATION: _____
OCCUPANT NAME: _____
OWNER NAME: _____
OWNER ADDRESS: _____
OWNER PHONE #: _____
OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____
TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____	UNITS COMMITTED: _____
# OF PERSONNEL: _____	MILEAGE (ROUND TRIP): _____
ADVISED OUNTY FIRE MARSHAL: YES _____	NO: _____

COMMENTS:

OFFICER IN CHARGE: _____	MEMBER MAKING REPORT: _____
ESTIMATED \$ LOSS: _____	ATTEST: _____
	FIRE CHIEF

REIMBURSEMENT REQUESTED:	_____ \$115	_____ \$230	_____ \$345	_____ \$575	_____ \$720
HIDALGO COUNTY FIRE MARSHAL					
AUTHORIZATION:	_____ \$115	_____ \$230	_____ \$345	_____ \$575	_____ \$720

AI-1740

16.H.

**Certification of WC Claims paid by Tristar Risk Management
CC REGULAR**

Date: 12/28/2006

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 \$ 40,872.35 for the period of 11/16/06 thru 11/30/06 and requesting approval of wire transfer.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Certification of WC Claims paid by Tristar Risk Management](#)

Link: [Invoice for Loss Replenishment](#)

Link: [Breakdown by Organization](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2006 11:21 AM	APRV
2	Dale Kennan	Dale Kennan	12/21/2006 11:38 AM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 10:21 AM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 03:41 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/22/2006 04:19 PM	APRV

Form Started By: Flora Vazquez

Started On: 12/20/2006 02:11 PM

Final Approval Date: 12/22/2006

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: November 16-30, 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 \$ 40,872.35.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 313753 thru 313908) on behalf of injured employees from 11/16/2006 to 11/30/2006:

- | | | |
|-----|-------------------------------------|---------------------|
| 1). | Hidalgo County | \$ <u>29,535.10</u> |
| 2). | Hidalgo County Headstart Program | \$ <u>11,337.25</u> |
| 3). | Community Service Agency | \$ <u>00.00</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 \$ 40,872.35

Budget Office/Workers' Comp. Division is requesting approval of this payment on the Commissioners' Court Agenda of December 28, 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) \$ 229,127.65

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

**Tristar Risk Management
100 Oceangate, Suite 700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831**

December 5, 2006

Hidalgo County Worker's Compensation Fund
100 E. Cano, 2nd Floor
Edinburg, TX 78539

L HISIP.WC
Invoice #12438

Attn: Flora Vazquez

Loss Replenishment	
<u>Re: Worker's Compensation</u>	
Losses Paid 11/16/06 to 11/30/06 (Check #313753-313908)	\$52,214.37
Credit for liability entry in error Frank Saenz	(\$8,842.02)
Credit for liability entry in error Ariel Guzman	(\$2,500.00)
TOTAL CURRENT CHARGES	\$40,872.35
Previous Balance Due	\$86,562.04
Payments and Credits	
11/08/06 Payment received - thank you	(\$45,607.47)
TOTAL BALANCE DUE:	\$81,826.92

Due upon receipt.

Please call for wire instructions (562) 495-6682

Custom Payment Total

By Organization
11/16/06-11/30/06

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
-----------	------------	------------	--------------	----------	----------	------------------	-------	------------------	--------	--------

Alternate Organization 1 : Hidalgo County

Alternate Organization 1 Total:	225									29,535.10
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Alternate Organization 1 : Headstart

Alternate Organization 1 Total:	92									11,337.25
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Grand Total:	317									40,872.35
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AI-1769

16.I.

UPL - Agreement/Services
CC REGULAR

Date: 12/28/2006
Submitted By: Monica Badillo, COMM. CT ADMINISTRATOR
Submitted For: Valde Guerra
Department: COMM. CT ADMINISTRATOR
Agenda Area: Budget and Management

Agenda Item

CAPTION

Hidalgo County Medicaid Supplemental Payment Program:

1. Discussion, consideration and action of Final Need Analysis for State Fiscal Year 2006/2007
2. Discussion, consideration and action on Escrow Agreement by and among County of Hidalgo & Hidalgo County Hospitals
3. Discussion, consideration and action on Escrow Representative Agreement by and among County of Hidalgo & Hidalgo County Hospitals
4. Discussion, consideration and action on Management Services Agreement between County of Hidalgo & Hidalgo County Clinical Services, Inc.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/22/2006 09:12 AM	APRV
2	Purchasing Department	Neilda Cavazos	12/22/2006 10:21 AM	APRV
3	Auditor's Office			NEW
4	Agenda Coordinator			

Form Started By: Monica Badillo

Started On: 12/21/2006 04:18 PM

Final Approval Date:

AI-1775
2007 Budget Filing
CC REGULAR

16.J.

Date: 12/28/2006
Submitted By: Monica Badillo, COMM. CT ADMINISTRATOR
Department: COMM. CT ADMINISTRATOR
Agenda Area: Budget and Management

Agenda Item

CAPTION

Notification of 2007 Adopted Budget Filing in Accordance with Section 111.069

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Monica Badillo	Started On: 12/22/2006 04:42 PM	
			Final Approval Date: 12/22/2006	

AI-1750

16.K.

**Interdepartmental transfer
CC REGULAR**

Date: 12/28/2006
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interdepartmental transfer-County Wide Administration-Contingency to various other departments

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 from Co Wide Adm-Contingency to various other departments in the amount of \$45,168.16. Available balance as of 12/21/06 is \$235,034.35.

Attachments

Link: [negatives](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/20/2006 05:21 PM	APRV
2	Dale Kennan	Dale Kennan	12/21/2006 08:33 AM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 10:51 AM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 03:01 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/22/2006 04:19 PM	APRV

Form Started By: Dina Trevino

Started On: 12/20/2006 04:22 PM

Final Approval Date: 12/22/2006

DEPARTMENT HEAD: Valde Guerra

DATE: December 22, 2006

DEPARTMENT NAME: Dept. of Budget & Management for
Various Departments

ACCOUNT NUMBER: 6-1100-4XX-XX-XXX-0XX-0-XXX

SUBJECT: Interdepartmental 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 Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

Account Number	Account Description	INCREASE (DECREASE) AMOUNT
6-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	-75,900.61
6-1100-412-00-001-001-0-211	92ND DC-HEALTH INSURANCE	173.50
6-1100-412-00-002-001-0-211	93RD DC-HEALTH INSURANCE	173.50
6-1100-412-00-003-001-0-211	139TH DC-HEALTH INSURANCE	173.50
6-1100-412-00-004-001-0-211	206TH DC-HEALTH INSURANCE	13.85
6-1100-412-00-004-001-0-661	206TH DC-MINOR OFFICE EQUIPMENT	815.02
6-1100-412-00-005-001-0-211	275TH DC-HEALTH INSURANCE	173.50
6-1100-412-00-006-001-0-211	332ND DC-HEALTH INSURANCE	173.50
6-1100-412-00-007-001-0-211	370TH DC-HEALTH INSURANCE	173.50
6-1100-412-00-008-001-0-211	389TH DC-HEALTH INSURANCE	173.50
6-1100-412-00-009-001-0-211	398TH DC-HEALTH INSURANCE	173.50
6-1100-412-00-009-001-0-220	398TH DC-FICA	1,139.69
6-1100-412-00-021-001-0-211	CCL#1-HEALTH INSURANCE	173.50
6-1100-412-00-021-001-0-230	CCL#1-RETIREMENT	1,606.52
6-1100-412-00-022-001-0-211	CCL#2-HEALTH INSURANCE	0.19
6-1100-412-00-023-001-0-211	CCL#3 PROBATE CRT-HEALTH INSURANCE	173.50
6-1100-412-00-024-001-0-211	CCL#4-HEALTH INSURANCE	173.50
6-1100-412-00-025-001-0-211	CCL#5-HEALTH INSURANCE	173.50
6-1100-412-00-061-001-0-211	JP PCT 1/PL 1-HEALTH INSURANCE	173.50
6-1100-412-00-062-001-0-211	JP PCT 1/PL 2-HEALTH INSURANCE	173.50
6-1100-412-00-063-001-0-211	JP PCT 2/PL 1-HEALTH INSURANCE	173.50
6-1100-412-00-064-001-0-211	JP PCT 2/PL 2-HEALTH INSURANCE	173.50
6-1100-412-00-065-001-0-211	JP PCT 3/PL 1-HEALTH INSURANCE	173.50
6-1100-412-00-066-001-0-211	JP PCT 3/PL 2-HEALTH INSURANCE	173.50
6-1100-412-00-067-001-0-211	JP PCT 4/PL 1-HEALTH INSURANCE	173.50
6-1100-412-00-068-001-0-211	JP PCT 4/PL 2-HEALTH INSURANCE	173.50
6-1100-412-00-069-001-0-211	JP PCT 5/PL 1-HEALTH INSURANCE	173.50
6-1100-412-00-080-002-0-115	CRIM DA-LONGEVITY PAY	2,408.63
6-1100-412-00-080-002-0-118	CRIM DA-AUTO ALLOWANCE	5,286.71
6-1100-412-00-080-002-0-211	CRIM DA-HEALTH INSURANCE	19.05
6-1100-412-00-090-001-0-121	DIST CLERK-TEMP F/T EMPLOYEES	7,963.99
6-1100-412-00-090-001-0-211	DIST CLERK-HEALTH INSURANCE	173.50
6-1100-413-00-110-006-0-211	CO JUDGE-HEALTH INSURANCE	173.50
6-1100-413-30-115-017-0-211	CO COMM-HEALTH INSURANCE	694.00
6-1100-414-00-130-001-0-114	ELECTIONS DEPT-PERM P/T EMPL	833.33
6-1100-414-00-130-001-0-123	ELECTIONS DEPT-ELECTION POLL WORKERS	0.53
6-1100-415-16-150-001-0-211	CO TREASURER-HEALTH INSURANCE	173.50

6-1100-415-16-150-001-0-535	CO TREASURER-POSTAGE	269.61
6-1100-419-40-220-001-0-622	GEN GOVT BLDG-ELECTRICITY	30,000.00
6-1100-419-40-220-002-0-260	BLDG MINOR ST-WORKERS COMP	3,056.93
6-1100-419-50-230-001-0-115	DBM-SAFETY DIV-LONGEVITY PAY	43.85
6-1100-421-00-280-001-0-117	SHERIFF-SUPPLEMENTAL PAY	16,364.17
6-1100-421-00-280-001-0-211	SHERIFF-HEALTH INSURANCE	173.50
6-1100-421-00-291-001-0-211	CONSTABLE PCT.1-HEALTH INSURANCE	173.50
6-1100-421-00-293-001-0-211	CONSTABLE PCT.3-HEALTH INSURANCE	173.50
6-1100-421-00-294-001-0-211	CONSTABLE PCT.4-HEALTH INSURANCE	173.50
6-1100-421-00-295-001-0-115	CONSTABLE PCT.5-LONGEVITY PAY	18.75
6-1100-421-00-295-001-0-211	CONSTABLE PCT.5-HEALTH INSURANCE	173.00
6-1100-423-21-280-002-0-115	JAIL-LONGEVITY PAY	113.75
6-1100-423-21-280-002-0-119	JAIL-CLOTHING ALLOWANCE	221.05
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer into Various Departments to fund negative balances and to help fund needed accounts within the departments.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-1762

16.L.

**Interdepartmental Transfer
CC REGULAR**

Date: 12/28/2006
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interdepartmental transfer from Co. Wide Adm.-Contingency to Human Resources Dept.-\$5,000.00

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 to HUMAN RESOURCES-ADVERTISING account number 6-1100-415-50-190-002-0-540 in the amount of \$5,000.00. Available as of 12/22/06 -> \$235,034.65

Attachments

Link: [Interdepartmental Transfer](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/22/2006 11:42 AM	APRV
2	Dale Kennan	Dale Kennan	12/22/2006 02:36 PM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 02:54 PM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 03:03 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/22/2006 04:19 PM	APRV

Form Started By: Dina Trevino

Started On: 12/20/2006 06:13 PM

Final Approval Date: 12/22/2006

DATE: December 22, 2006

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Human Resources

ACCOUNT NUMBER: 6-1100-415-X0-1XX-002-0-XXX

SUBJECT: Interdepartmental 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 Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
6-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	-5,000.00
6-1100-415-50-190-002-0-540	HUMAN RESOURCES-ADVERTISING	5,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer from Co. Wide Adm. -Contingency into HUMAN RESOURCES-ADVERTISING to fund pending and future advertising expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-1763

16.M.

Interdepartmental Transfer
CC REGULAR

Date: 12/28/2006
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interdepartmental transfer- Co. Wide Adm.-Contingency to Bail Bond Board \$5,000.00

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:

Transfer to Bail Bond Board- Office Supplies account number 6-1100-415-00-150-002-0-601 in the amount of \$5,000.00. Available as of 12/22/06 -> \$235,034.65

Attachments

Link: [Interdepartmental Transfer](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/22/2006 01:59 PM	APRV
2	Dale Kennan	Dale Kennan	12/22/2006 02:52 PM	APRV
3	Dina Trevino	Dina Trevino	12/22/2006 04:14 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	12/22/2006 04:36 PM	APRV
5	Purchasing Department			NEW
6	Auditor's Office			
7	Agenda Coordinator			

Form Started By: Dina Trevino

Started On: 12/20/2006 06:26 PM

Final Approval Date:

DATE: December 22, 2006

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Bail Bond Board

ACCOUNT NUMBER: 6-1100-415-00-1XX-002-0-XXX

SUBJECT: Interdepartmental 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 Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
6-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	-5,000.00
6-1100-415-00-150-002-0-601	BAIL BOND BOARD-OFFICE SUPPLIES	5,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer from Co. Wide Adm. -Contingency into BAIL BOND BOARD-OFFICE SUPPLIES to reverse JE# 65011

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-1723

16.N.

transfer of funds - insurance acct.

CC REGULAR

Date: 12/28/2006

Submitted By: Monica Badillo, COMM. CT ADMINISTRATOR

Department: COMM. CT ADMINISTRATOR

Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interdepartmental transfer from County Wide Administration to Insurance \$ 3,028.00

BACKGROUND

Funds needed to pay out on settlement for \$ 11,000.00 approved by CC on 12-19-06

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:

\$235,034.65 Available Balance as of 12/21/06

Attachments

Link: [interdept. transfer](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/21/2006 11:03 AM	APRV
2	Sergio Cruz	Sergio Cruz	12/21/2006 04:36 PM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 10:20 AM	APRV
4	Auditor's Office	Janie Lozano	12/22/2006 02:08 PM	APRV
5	Janie Lozano	Janie Lozano	12/22/2006 03:10 PM	APRV
6	Becky Morales	Becky Morales	12/22/2006 03:25 PM	APRV
7	Agenda Coordinator	Monica Badillo	12/22/2006 04:18 PM	APRV

Form Started By: Monica Badillo

Started On: 12/19/2006 04:52 PM

Final Approval Date: 12/22/2006

AI-1712

16.O.

IT- Inter-Dept Transfer

CC REGULAR

Date: 12/28/2006

Submitted By: Ruben Flores, IT DEPARTMENT

Department: IT DEPARTMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of Inter-Departmental Transfer- Computer Dept. Co Wide to IT Dept
\$1,175.97

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:

\$5,446.72 available balance as of 12-21-06.

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	12/21/2006 10:31 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/22/2006 02:33 PM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 02:54 PM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 03:00 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/22/2006 04:18 PM	APRV

Form Started By: Ruben Flores

Started On: 12/19/2006 02:55 PM

Final Approval Date: 12/22/2006

DATE: 19 DEC 2006

DEPARTMENT HEAD: RENAN RAMIREZ

DEPARTMENT NAME: IT DEPT

ACCOUNT NUMBER: 6-1100-415-00-200-002-0-XXX

CONTACT PERSON: RUBEN R. FLORES

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 EQUIPMENT	-\$ 1,175.97
TO		
6-1100-415-00-200-001-0-442	EQUIP/VEHICLE RENTALS	\$.50
6-1100-415-00-200-001-0-581	TRAVEL IN COUNTY	\$ 202.47
6-1100-415-00-200-001-0-667	MINOR SOFTWARE	\$ 933.00
6-1100-415-00-200-001-0-890	OTHER	\$ 40.00
		\$ 0.00

TOTAL BUDGET INCREASE (DECREASE)

Reason: TRANSFER MONIES TO COVER FUTURE EXPENSES.

DEPARTMENT HEAD SIGNATURE

19 DEC 06

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-1748

16.P.

**Interdepartmental Transfer
CC REGULAR**

Date: 12/28/2006
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Approval of interdepartmental transfer from Co. Wide Adm.-Contingency to Co. Wide Info Tech
Dept.-\$4,050.00

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:
Available balance as of 12/22/06 -> \$235,034.65

Attachments

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/22/2006 10:55 AM	APRV
2	Dale Kennan	Dale Kennan	12/22/2006 11:01 AM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 02:16 PM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 03:01 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/22/2006 04:19 PM	APRV

Form Started By: Dina Trevino **Started On:** 12/20/2006 04:10 PM

Final Approval Date: 12/22/2006

DATE: December 22, 2006

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Info Tech Dept.

ACCOUNT NUMBER: 6-1100-415-00-XXX-00X-0-XXX

SUBJECT: Interdepartmental 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 Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
6-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	-4,050.00
6-1100-415-00-200-001-0-671	INFO TECH DEPT-BLDG R&M SUPPLIES	4,050.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer from Co. Wide Adm. -Contingency into County wide INFO TECH DEPT-BLDG R&M SUPPLIES to fund a cabling project for the County Court at Law #6.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-1747

16.Q.

Interdepartmental transfer
CC REGULAR

Date: 12/28/2006
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interdepartmental transfer from Co. Wide Adm.- Contingency to Gen. Govt. Bldg.-Bldg. R&M Service in the amount of \$80,000.00.

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:
Available balance as of 12/22/06 -> \$235,034.65

Attachments

Link: [Interdepartmental Transfer](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/22/2006 11:14 AM	APRV
2	Dale Kennan	Dale Kennan	12/22/2006 11:32 AM	APRV
3	Purchasing Department	Neilda Cavazos	12/22/2006 02:16 PM	APRV
4	Auditor's Office	Becky Morales	12/22/2006 03:01 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/22/2006 04:19 PM	APRV

Form Started By: Dina Trevino

Started On: 12/20/2006 04:01 PM

Final Approval Date: 12/22/2006

DATE: December 22, 2006

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Building & Grounds

ACCOUNT NUMBER: 6-1100-41X-00-XXX-00X-0-XXX

SUBJECT: Interdepartmental 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 Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
6-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	-80,000.00
6-1100-419-40-220-001-0-431	GEN GOVT BLDG-BLDG R&M SERVICE	80,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer from Co. Wide Adm. -Contingency into GEN GOVT BLDG-BLDG R&M SERVICE to fund future and ongoing projects

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-1776

16.R.

request by District Clerk for audit of office
CC REGULAR

Date: 12/28/2006

Submitted By: Monica Badillo, COMM. CT ADMINISTRATOR

Submitted For: Valde Guerra

Department: COMM. CT ADMINISTRATOR

Agenda Area: Budget and Management

Agenda Item

CAPTION

Discussion, consideration and action regarding request for a Financial Audit of the Hidalgo County District Clerk's Office

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq Inbox Approved By Date

Status

Form Started By: Monica Badillo Started On: 12/22/2006 04:49 PM

Final Approval Date: 12/22/2006

AI-1780

16.S.

inter fund transfer - Ct. Reporter
CC REGULAR

Date: 12/28/2006

Submitted By: Monica Badillo, COMM. CT ADMINISTRATOR

Department: COMM. CT ADMINISTRATOR

Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of inter fund transfer into Court Reporter Fund

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq Inbox Approved By Date Status

Form Started By: Monica Badillo Started On: 12/22/2006 05:27
PM

Final Approval Date: 12/22/2006
