

AI-3655

6.A.

**Sheriff's Office MOU
CC REGULAR**

Date: 05/01/2007
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eduardo Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Agenda Item

CAPTION

Requesting authorization and approval to accept the Memorandum of Understanding with the Sheriff's Department to provide prenatal care for inmates by the Health & Human Services Department.

BACKGROUND

As per memo of understanding, the Sheriff's office agrees to reimburse the Health Dept for the basic prenatal healthcare services provided to inmates who do not qualify as an eligible resident under the Indigent Health Care and Treatment Act (Tx Health & Safety Code Chapt. 61). The memo of understanding's duration is for a period of one year.

Revenue & Expenditures

FISCAL YEAR: N/A

ACCT. #: N/A

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact. Requesting approval to accept Memorandum of Understanding between the Sheriff's office and the Health Dept only.

Attachments

Link: [Sheriff's Office Contract](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 07:40 AM	APRV
2	Ivan Cantu	Ivan Cantu	04/26/2007 09:50 AM	APRV
3	Dina Trevino	Dina Trevino	04/27/2007 03:55 PM	APRV
4	Purchasing Department	Marty Salazar	04/27/2007 04:36 PM	APRV
5	Auditor's Office	Linda Fong	04/28/2007 09:28 AM	APRV
6	Court Administrator			NEW

Form Started By: Josie Escalante

Started On: 04/25/2007 04:02 PM

Final Approval Date:

STATE OF TEXAS '
 '
HIDALGO COUNTY '

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE HIDALGO COUNTY HEALTH DEPARTMENT
AND THE HIDALGO COUNTY SHERIFF=S OFFICE**

This Memorandum of Understanding (MOU) is made on this the _____ day of _____ 2007, by and between the Hidalgo County Health Department, hereinafter referred to as AHealth Department@, and the Hidalgo County Sheriff=s Office hereinafter referred to as ASheriff=s Office@;

WHEREAS, the Sheriff=s Office is responsible for providing basic health related services to inmates detained at the Hidalgo County Detention Center (the Detention Center@);

WHEREAS, the Health Department provides basic healthcare services to County residents and further provides reduced or paid services to eligible residents who meet the income and resources requirements established by the Texas Health & Safety Code Chapter 61;

WHEREAS, a small percentage of inmates at the Detention Center require prenatal care while incarcerated;

WHEREAS, the Sheriff=s Office seeks assistance from the Health Department for the provision of healthcare services in instances in which a County resident who is incarcerated and is being held at the Detention Center, requires prenatal care and does not qualify for County reduced or paid services;

WHEREAS, the Health Department has proposed a rate schedule to the Sheriff=s Office which is attached hereto as Exhibit AA@, in which the Sheriff=s Office would pay for the prenatal care of an inmate who does not qualify for reduced or paid health care;

Now therefore, the parties agree as follows:

1. The Sheriff=s Office agrees to reimburse the Health Department for basic prenatal healthcare services provided to inmates who do not qualify as an Aeligible resident@ under the Indigent Health Care and Treatment Act (Texas Health & Safety Code Chapter 61) for reduced or paid healthcare based on the rate schedule presented as Exhibit AA@ attached hereto.

2. The parties agree that the Detention Center will call the RN Supervisor at the Health Department=s Edinburg Clinic to schedule an appointment for prenatal inmate referrals (the AReferrals@).
3. The prenatal inmate referrals will be assessed by the RN Supervisor for high risk conditions prior to scheduling an appointment.
4. The Referrals will receive a prenatal assessment during clinic days that the Nurse Practitioner is present and not by th RN alone.
5. The Health Department Edinburg Clinic shall assign a prenatal care inmate a return appointment at the end of each clinic visit, unless the Nurse Practitioner identifies the patient as having a high risk pregnancy in which case the Health Department shall not provide further prenatal care. In addition, any abnormal test results will be referred back to the Detention Center physician for follow up.
6. The Detention Center nurse shall, in a timely manner, inform the Health Department Edinburg Clinic when prenatal care inmates have been transferred to another facility or are removed from the Center. The Detention Center shall make every effort to provide the Health Department Edinburg Clinic a forwarding address for prenatal care inmates.
7. **Duration of MOU.** The term of this MOU is one year from the date first written above. The parties may mutually consent in writing to renew this MOU for additional one (1) year periods.
8. **Amendments.** This MOU may be amended at any time by written approval of both parties and their respective designees.
9. **Termination of MOU.** Any party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to the effect to the other party. This MOU thereby shall be considered terminated thirty (30) days from the date the non-withdrawing party actually receives the notice of withdrawal from the withdrawing party.
10. **Primary Contacts.** The parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts between the parties. The parties intend that, to the maximum extent possible and unless otherwise approved by the other party, all significant communications between the parties shall be made through the primary contacts or their designees. The designated primary contacts for each party are:

For Hidalgo County Health Department:

Mr. Eduardo Olivarez

Chief Administrative Officer
1304 South 25th
Edinburg, Texas 78539

Hidalgo County Sheriff=s Office:

Sheriff Guadalupe Trevino
P.O. BOX 1228
Edinburg, Texas 78540

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

HIDALGO COUNTY

J.D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-3660

6.B.

**PHFE Management Solutions MOU
CC REGULAR**

Date: 05/01/2007
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eduardo Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Agenda Item

CAPTION

Requesting authorization and approval to accept the Memorandum of Understanding with PHFE Management Solutions to hire an Epidemiologist who will perform duties for disease surveillance (funding is for one year).

BACKGROUND

As per Memo of Understanding between Hidalgo County Health Dept and PHFE agrees to provide management and operational support in the areas of fiscal, payroll, HR and contract management services to the Health Dept.

Revenue & Expenditures

Attachments

Link: [PHFE Contract](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 07:43 AM	APRV
2	Ivan Cantu	Ivan Cantu	04/26/2007 10:10 AM	APRV
3	Dina Trevino	Dina Trevino	04/27/2007 03:57 PM	APRV
4	Purchasing Department	Marty Salazar	04/27/2007 04:38 PM	APRV
5	Auditor's Office	Linda Fong	04/28/2007 09:37 AM	APRV
6	Court Administrator			NEW

Form Started By: Josie Escalante

Started On: 04/25/2007 04:24 PM

Final Approval Date:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PHFE
AND
HIDALGO COUNTY HEALTH DEPARTMENT**

Public Health Foundation Enterprises, Inc., aka and dba PHFE Management Solutions (hereinafter referred to as "PHFE" or "PHFE Management Solutions"), a California nonprofit corporation, and Hidalgo County Health Department, (hereinafter referred to as "PROJECT") enter into this Memorandum of Understanding (MOU) for the express purpose of establishing a formal working relationship between the parties, and to set forth the operative conditions of the funding source.

I. PURPOSE

The purpose of this MOU is to establish a formal working relationship between the parties based on the following: the terms and conditions set forth herein, the terms and conditions as established by the funding agency pursuant to a grant of funds there from, the employment and operational policies and procedures of PHFE, as well as ensuring compliance with all IRS and other regulatory requirements.

II. TERM

The term of this MOU shall commence at the date of signing and shall continue for one year unless terminated as set forth below.

Any employment contemplated for any person of the PROJECT shall commence upon receipt of funding by PHFE from the funding agency and completion of new hire orientation procedures, unless earlier agreed upon in writing and signed by both parties.

III. TERMINATION

This MOU terminates at the completion of one year or upon expiration of funding received and compliance with all Funder requirements under the terms and conditions from such Funder.

This MOU may be terminated without cause by either party upon 30 days prior written notice to the other party upon approval of the Funder.

Notwithstanding any termination that may occur, each party shall continue to be responsible for carrying out all of the terms and conditions required by the funding agency in the preparation and delivery of reports for the period ending up to the date of such termination.

IV. DESCRIPTION OF SERVICES

PHFE agrees to provide management and operational support in the areas of fiscal, payroll, HR and contract management services in accordance with PHFE's Capability Statement provided.

PROJECT agrees to comply with all local, state and federal laws and regulations, and all PHFE operational and employment related policies and procedures in the performance of their duties as the director of the PROJECT. A complete orientation (or re-orientation) which includes review and delivery of PHFE's operations and employment manuals have been or will be provided by PHFE.

PHFE will hire an Epidemiologist who will perform duties within the attached Statement of Work and be under the direction of the PROJECT and will be paid a monthly salary based on the attached budget.

Each party agrees to cooperate with each other and put forth its best efforts to accomplish their respective duties and obligations as set forth in this agreement and in the funding agency's grant documents.

V. COMPENSATION/FEES

PHFE agrees to receive as compensation for such services a sum equal to 15% of all funds received by PHFE from the Funder, subject however to any limitations set forth by the Funding agency or as otherwise agreed upon in writing signed by the parties and pass through costs such as audit and insurance. The percentage rate set forth is part of the budget agreed to by the Funder and may be subject to change with each funding agency or grant upon written notice from PHFE. Such fee represents the delivery of services by PHFE,.

VI. AMENDMENTS

Amendments to this MOU may be made only in writing signed by the parties.

VII. HOLD HARMLESS/INDEMNIFICATION

PROJECT agrees, to the extent allowed by law, to indemnify, defend and hold harmless PHFE, its board of trustees, officers, agents and employees from and against any and all claims, costs demands, expenses (including attorney's fees), losses, damages, injuries, and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the negligence of PROJECT. It is understood that such indemnity shall survive the termination of this Agreement.

PHFE agrees to indemnify, defend and hold harmless PROJECT, its board of trustees, officers, agents and employees from and against any and all claims, costs demands, expenses (including attorney's fees), losses, damages, injuries, and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the negligence of PHFE. It is understood that such indemnity shall survive the termination of this Agreement.

VIII. GENERAL TERMS

PHFE serves in the capacity as a "trustee" in its relationship with both the funding agency and the PROJECT. As such, PHFE has the responsibility to ensure that the terms of the grant or funding document are complied with by the PROJECT. Failure on the part of the PROJECT to so comply or where upon audit by the Funding agency it is determined that the PROJECT'S actions or expenditure(s) is considered unallowable, the PROJECT will be responsible for reimbursement and/or other required remedy.

To keep costs as low as possible, to maximize the efficiencies that technology has to offer, and to insure compliance with the Federal Electronic Records Act, PHFE's policy is to maintain electronic data wherever possible. To do so, PHFE utilizes an internet/extranet based system for the management of all fiscal program data and reports, in a highly secure and user name/password protected environment. In order to take advantage of this communication platform, the PROJECT will need to have internet capability. PHFE will work with you to assess your capabilities, and needs if any, to meet this condition.

This agreement is entered into in Los Angeles County, California.

It is understood and agreed that PROJECT shall retain autonomy and control over its programmatic aspects. It is further agreed that PROJECT will recognize PHFE as the supporting agency in PROJECTS' materials by including one of the following statements "A Program of PHFE" or "A Program Supported by PHFE" in such materials.

The party who signs below represents that he/she has authority to bind such party to this agreement.

Should it become necessary to enforce any terms and conditions of this agreement, the prevailing parties shall be entitled reasonable attorneys fees and costs.

PROJECT acknowledges that PHFE must review in advance all proposals to ensure compliance with regulatory and related requirements. If such does not occur, or if this agreement is entered into between the parties as a result of a funding agency's request, or after PROJECT has received funding approval to which PHFE was not a negotiating party, PHFE reserves the right to review the grant/award and accompanying controlling documentation and make modifications thereto, or reject such funding, within 30 days of PHFE's receipt of such grant or award documentation.

HIDALGO COUNTY

NAME
TITLE

Date

PHFE MANAGEMENT SOLUTIONS

Gerald R. Solomon
President/CEO

Date

AI-3635

8.A.

**Proclamation - National Day of Prayer
CC REGULAR**

Date: 05/01/2007
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Agenda Item

CAPTION

Approval of Proclamation designating May 3, 2007 as National Day of Prayer.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Proclamation - NDP](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 07:18 AM	APRV
2	Purchasing Department	Marty Salazar	04/26/2007 01:27 PM	APRV
3	Auditor's Office	Linda Fong	04/28/2007 09:39 AM	APRV
4	Court Administrator			NEW

Form Started By: Roxanne De La Garza
Started On: 04/25/2007 12:00 PM

Final Approval Date:

PROCLAMATION

WHEREAS, In 1775, the first day of prayer was declared when the Continental Congress asked the colonies to join in prayer as they moved forward in forming the greatest democracy the world has ever known; and

WHEREAS, In 1952, a bill, requiring the President to select a day for national prayer each year, which was later signed by President Truman, unanimously passed by both houses of congress proclaiming an annual National Day of Prayer (NDP); and

WHEREAS, In 1988, a bill was introduced to Congress which fixed the annual National Day of Prayer as the first Thursday in May; and

WHEREAS, On May 5, 1988, the bill was signed into law by President Reagan; and

WHEREAS, Throughout history, Americans have turned to prayer and reflection during times of strength and times of difficulty, in moments of joy and moments of despair, when seeking comfort and giving thanks, asking for God's guidance and abiding grace; and

WHEREAS, God has blessed us and shed His grace on this great land, making it a treasure for generations to come. And as our nation comes together, we shall pray for unity of hearts and righteousness for this great state, this great nation and all of mankind; and

NOW, THEREFORE BE IT RESOLVED, that the Commissioners Court of Hidalgo County hereby proclaims May 3, 2007 as National Day of Prayer.

Approved this _____ day of May, 2007

J.D. SALINAS III
County Judge

SYLVIA S. HANDY
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

Attest:

OSCAR L. GARZA, JR.
County Commissioner, Pct. 4

ARTURO GUAJARDO, JR.
County Clerk

AI-3636

8.B.

**Proclamation - Elder Abuse Prevention Month
CC REGULAR**

Date: 05/01/2007
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Agenda Item

CAPTION

Approval of proclamation designating the month of May as Elder Abuse Prevention Month in Hidalgo County.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Proclamation - Elder Abuse Prev.](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 07:18 AM	APRV
2	Purchasing Department	Marty Salazar	04/26/2007 01:27 PM	APRV
3	Auditor's Office	Linda Fong	04/28/2007 09:41 AM	APRV
4	Court Administrator			NEW

Form Started By: Roxanne De La Garza

Started On: 04/25/2007 01:16 PM

Final Approval Date:

PROCLAMATION

WHEREAS, The Texas Department of Family and Protective Services and the County of Hidalgo have partnered to better the quality of life of our Elders; and

WHEREAS, People who are elderly or have disabilities have contributed to the general welfare of this county by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and

WHEREAS, These residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and

WHEREAS, Abuse of the elderly and people with disabilities in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, Abuse affected more than 82,029 **reported** Texans of which 50,871 were confirmed; who are elderly or have disabilities in 2006; and

WHEREAS, Elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

WHEREAS, Elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

WHEREAS, Many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need;

NOW, THEREFORE BE IT PROCLAIMED, that the Hidalgo County Commissioners Court hereby proclaims the month of May 2007 to be Elder Abuse Prevention Month in **Hidalgo County** and urges all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

Approved this _____ day of **May, 2007**

J.D. SALINAS III
County Judge

SYLVIA S. HANDY
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

Attest:

OSCAR L. GARZA, JR.
County Commissioner, Pct. 4

ARTURO GUAJARDO, JR.
County Clerk

AI-3664

9.A.

Pct. 3 / Penitas Flood Drainage Project
CC REGULAR

Date: 05/01/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Precinct 3, on behalf of the City of Peñitas, is requesting approval of contract with Tri Hunt Construction in the amount of \$157,400.00 for Flood Drainage Improvements Project utilizing FY 19 (2006) UCP Funds.

BACKGROUND

The project consists of improvements to western part of Peñitas to include but not limited to improvements to Martinez Subdivision and Camargo Subdivision.

Contractor: Tri Hunt Construction
Contract Amount: \$157,400.00
Funds Available: \$185,701.00

Revenue & Expenditures

Attachments

Link: [contract](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 03:34 PM	APRV
2	Dale Kennan	Dale Kennan	04/27/2007 08:49 AM	APRV
3	Purchasing Department	Marty Salazar	04/27/2007 11:41 AM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 09:42 AM	APRV
5	Court Administrator			NEW

Form Started By: Estella Webber

Started On: 04/25/2007 04:35 PM

Final Approval Date:

CONSTRUCTION CONTRACT

This Agreement, entered into this 1st day of May, 2007 by and between **HIDALGO COUNTY** joined by Hidalgo County Precinct No. 3 (hereinafter called the "OWNER", acting herein through its County Judge, and Tri Hunt Construction, (a corporation) of 4201 North McColl, McAllen, Texas, County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:

PROJECT #:

PROJECT DESCRIPTION:

hereinafter called the project, for the sum of (\$157,400) One Hundred Fifty Seven Thousand Four Hundred and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Flores Engineerinrs entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within 60 calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 50 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

[Signature]
Contractor

Name of Firm: TRI HUNT CONSTRUCTION

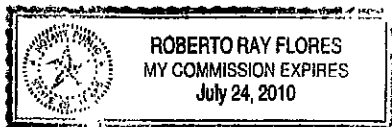
Address: 4201 N. McEul Rd
McAllen, TX 78504

Fed. I.D. #/S.S. #: 20-5647102

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the April day of 2007,
by CARLOS GUERRA Owner of and on behalf of TRI HUNT CONSTRUCTION
(title) (a corporation) (a partnership) (an individual)



[Signature]
Notary Public - Signature

ATTEST:

CITY OF _____

City Secretary

Mayor

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

AI-3647

9.B.

**Resolution - Action Plan
CC REGULAR**

Date: 05/01/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY

Agenda Item

CAPTION

Approval of a Resolution authorizing submittal of the fiscal year 2007 Annual Action Plan to the Department of Housing and Urban Development (HUD).

BACKGROUND

The Urban County Program is requesting authorization to submit the One Year Annual Action Plan for fiscal year 2007 to HUD.

The Annual Action Plan for Year 2007 proposes an overall budget as follows:

CDBG Budget	\$8,632,714.00
HOME Budget	2,781,270.00
ESG Budget:	\$ 372,645.00
Total	<u>\$11,786,629.00</u>

Revenue & Expenditures

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact as of 4-26-07; Urban Co. is requesting approval of resolution and proposed allocation only. Budget appropriation has not taken place as of 4-26-07.

Attachments

Link: [Resolution](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 03:28 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/26/2007 03:58 PM	APRV
3	Dina Trevino	Dina Trevino	04/27/2007 03:47 PM	APRV
4	Purchasing Department	Marty Salazar	04/27/2007 03:53 PM	APRV
5	Auditor's Office	Linda Fong	04/28/2007 09:44 AM	APRV
6	Court Administrator			NEW

Form Started By: Estella Webber

Started On: 04/25/2007 03:03 PM

Final Approval Date:

RESOLUTION

WHEREAS, the County of Hidalgo Urban County Program has received formal notification of its FY 2007 Allocation from the U.S. Department of Housing and Urban Department (HUD), and

WHEREAS, the FY 2007 allocation for the Hidalgo County has been set as follows:

Funds Available 2007 URBAN COUNTY PROGRAM

CDBG Budget:	\$ 8,632,714.00
HOME Budget:	\$ 2,781,270.00
ESG Budget:	\$ 372,645.00
Total:	\$ 11,786,629.00

AND WHEREAS, the County of Hidalgo Urban County Program wishes to continue these activities;

NOW, THEREFORE BE IT RESOLVED that the County of Hidalgo Urban County Program hereby submits it's FY 2007 One Year Action Plan to the U.S. Department of Housing and Urban Development, and

BE IT FURTHER RESOLVED that Hidalgo County Judge Juan D. Salinas, III be and is hereby authorized to sign any and all documents and do all other acts necessary to carry this resolution into effect.

RESOLVED, THIS THE 1st day of MAY, 2007.

Hidalgo County Judge

Attest:

County Clerk

AI-3639
Planning Department
CC REGULAR

10.A.

Date: 05/01/2007
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Agenda Item

CAPTION

1. FINAL APPROVAL
 - a. El Monte Commercial Subdivision – Pct. 3 (Richard Ruppert)
2. REIMBURSEMENT OF A CASH DEPOSIT
 - a. Claudia/Jorge Subdivision – Pct. 3 (Jorge B. Gonzalez)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [El Monte Commercial - Final](#)
Link: [El Monte Commercial - plat](#)
Link: [Claudia/Jorge; reimbursements](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 07:21 AM	APRV
2	Dale Kennan	Dale Kennan	04/26/2007 10:24 AM	APRV
3	Purchasing Department	Marty Salazar	04/26/2007 01:27 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 09:45 AM	APRV
5	Court Administrator			NEW

Form Started By: Nora Cavazos

Started On: 04/25/2007 01:47 PM

Final Approval Date:



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: April 25, 2007

RE: **El Monte Commercial Subdivision – Pct. 3**
Final Approval

El Monte Commercial is a eight (8) commercial lot subdivision located on the Northeast corner of Tabledo Road and El Pinto Road.

The proposed Subdivision lies within the City of Sullivan E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on September 26, 2006. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

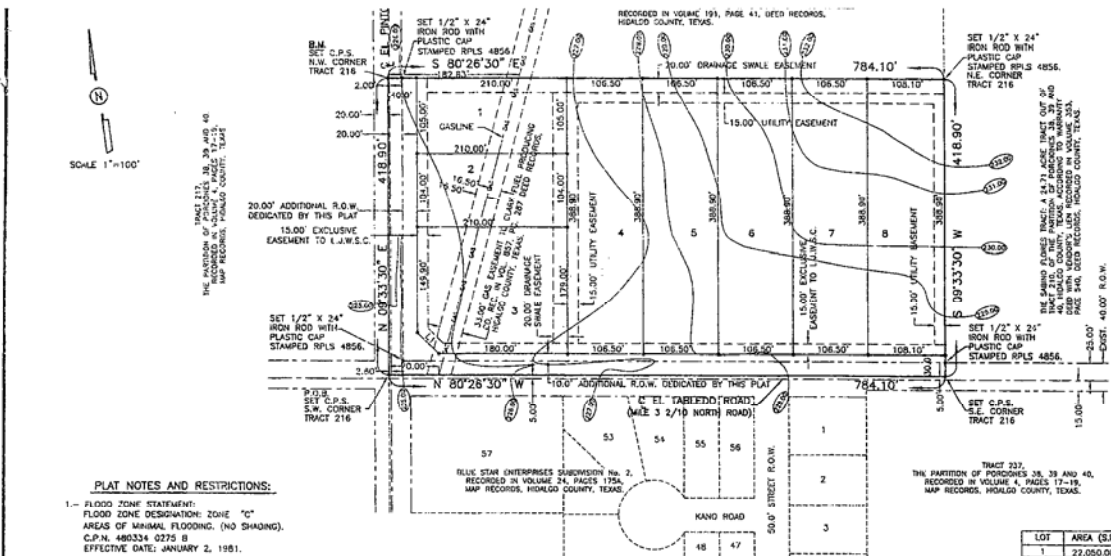
The proposed subdivision plat will dedicate twenty (20) feet on El Pinto Road and ten (10) feet on Tabledo Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose A. Gonzalez and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by La Joya Water Supply Corporation. There is an existing six (6) inch waterline on El Pinto Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

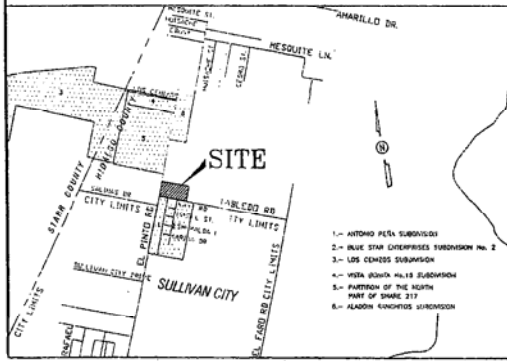
The Hidalgo County Advisory Board convened and recommended **Final Approval** on **February 20, 2007**.



PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE STATEMENT:**
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING (NO SHADING).
C.P.N. 480334 0275 B
EFFECTIVE DATE: JANUARY 2, 1981.
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
C.P.N. 480334 0275 B, EFFECTIVE DATE: JANUARY 2, 1981 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF COMMERCIAL BUILDINGS HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- SETBACKS:**
FRONT TO TABLED ROAD 30.00 FEET
FRONT TO EL PINTO ROAD 40.00 FEET
REAR 15.00 FEET
SIDE 5.00 FEET
OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE THERE R.O.W. IS GREATER THAN 50.00 FEET 15.00 FEET
OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.
- GENERAL NOTE FOR COMMERCIAL USE:**
LOTS 1-8 ARE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1-8 ARE FOR HIGHWAY/INDUSTRIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS, AND CONTRACT FOR DEEDS.
- MINIMUM FINISH FLOOR NOTE:**
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF THE STREET OR 15" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRELIMINARY CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- BENCHMARK NOTE:**
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1- 226.74 SET C.P.S. ON THE NORTHWEST CORNER OF THIS SUBDIVISION N.A.Y.D. 88 DATUM.
- DRAINAGE:**
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY RESOLUTION "DITS", THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 31,122.18 CUBIC FEET (0.22 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT 07: SHEET No. 2.
- DRAINAGE SWALE EASEMENTS NOTE:**
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

LOCATION MAP



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

EL MONTE COMMERCIAL SUBDIVISION, IS LOCATED IN WEST HIDALGO COUNTY ON THE NORTH SIDE OF TABLED ROAD (MILE 3 2/10 NORTH ROAD) AND EAST SIDE OF EL PINTO ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF SULLIVAN, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF SULLIVAN (POPULATION 4,983). EL MONTE COMMERCIAL SUBDIVISION, IS NEXT TO THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. LIES IN PCT. No. 3.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
SANTA CRUZ PROPERTIES, LTD. BY GENERAL PARTNER RUPPERT COMPANY, L.L.C. OWNER:	P.O. BOX 959 124 E. STUBBS	EDINBURGH, TX 77555	(281)383-0568 (281)381-6480	(281)383-8301 (281)381-0527
ENGINEER:	EDUARDO RAMIREZ	EDINBURGH, TX 77555	(281)381-6480	(281)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	EDINBURGH, TX 77555	(281)381-6480	(281)381-0527

SUBDIVISION PLAT OF:
EL MONTE COMMERCIAL SUBDIVISION

A 7.54 ACRE TRACT OF LAND BEING ALL OF TRACT 216 OF THE PARTITION OF PORCIONES 38, 39 AND 40, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGES 17-19, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1475957, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 7.54 ACRE TRACT OF LAND BEING ALL OF TRACT 216 OF THE PARTITION OF PORCIONES 38, 39 AND 40, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGES 17-19, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1475957, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET WITHIN THE RIGHT OF WAY OF EL PINTO ROAD FOR THE SOUTHWEST CORNER OF TRACT 216 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 09°33'30" E, ALONG THE WEST LINE OF TRACT 216 AND WITHIN THE RIGHT OF WAY OF EL PINTO ROAD, A DISTANCE OF 418.90 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF TRACT 216 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE: S 80°26'30" E, ALONG THE NORTH LINE OF TRACT 216, PASSING AT 2.00 FEET THE CENTERLINE OF EL PINTO ROAD, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE EAST RIGHT OF WAY LINE OF EL PINTO ROAD, A TOTAL DISTANCE OF 784.10 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF TRACT 216 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE: S 09°33'30" W, ALONG THE EAST LINE OF TRACT 216, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 598.90 FEET FOR THE NORTH RIGHT OF WAY LINE OF EL PINTO ROAD, A TOTAL DISTANCE OF 418.90 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF TRACT 216 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: N 80°26'30" W, ALONG THE SOUTH LINE OF TRACT 216, PARALLEL TO AND 5.00 FEET NORTH OF THE CENTERLINE OF EL PINTO ROAD, A DISTANCE OF 784.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.54 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH BLUE STAR ENTERPRISES SUBDIVISION No.2, RECORDED IN VOLUME 24, PAGE 175-A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

[Signature]
ALFONSO QUINTANILLA
P.E. No. 4855
DATE 07-21-05

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

[Signature]
EDUARDO RAMIREZ
P.E. No. 77062
DATE 12-4-06

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 46.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION. BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

INDEX OF SHEETS

SHEET 1.- HEADING INDEX, LOCATION MAP AND ETC. PRINCIPAL CONTACTS: MAP, LOT, STREETS, AND EASEMENT LAYOUT DESCRIPTION (METES AND BOUNDS), SURVEYOR CERTIFICATION PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL, CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES.

SHEET 2.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES.



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS
PHONE 956-361-8480
FAX 956-361-0527
EDINBURGH, TEXAS 77555

COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD W. RUPPERT, PRESIDENT OF RUPPERT COMPANY, L.L.C., GENERAL PARTNER OF SANTA CRUZ PROPERTIES, LTD., AS OWNER OF THE 7.54 ACRE TRACT OF LAND EXCOMPREHENDED WITHIN THE PROPOSED EL MONTE COMMERCIAL SUBDIVISION, HEREBY SUBDUCE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN THEREON.

- I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.022 AND THAT:
- THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
 - SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
 - ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
 - GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
- I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

[Signature]
SANTA CRUZ PROPERTIES, LTD.
BY GENERAL PARTNER
RUPPERT COMPANY, L.L.C.
BY PRESIDENT RICHARD W. RUPPERT
DATE 12-4-06

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD W. RUPPERT, PRESIDENT OF RUPPERT COMPANY, L.L.C., GENERAL PARTNER OF SANTA CRUZ PROPERTIES, LTD., proved to me through her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration thereby expressed.

Given under my hand and seal of office this 4th day of Dec., 2006.

[Signature]
SUSAN J. HEADLEY
SUSAN J. HEADLEY, Notary Public

I, THE UNDERSIGNED, MAYOR OF THE CITY OF SULLIVAN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

[Signature]
MAYOR, CITY OF SULLIVAN
DATE 2-8-07

[Signature]
HEREBY CERTIFY THAT THE LA JOYA WATER SUPPLY CORPORATION HAS APPROVED THE POSSIBLE WATER SUPPLY FOR THE EL MONTE COMMERCIAL SUBDIVISION. HIDALGO COUNTY, TEXAS. THE LA JOYA WATER SUPPLY CORPORATION IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE LA JOYA WATER SUPPLY CORPORATION AGREES THAT IT WILL PROVIDE WATER TO THIS AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

[Signature]
LA JOYA WATER SUPPLY CORPORATION
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE EL MONTE COMMERCIAL SUBDIVISION, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____.

Hidalgo County Judge _____
Attest: Hidalgo County Clerk _____

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, certify that the plat bearing this certificate was filed for record at _____ o'clock _____ M., and was recorded in Book _____, Sheet(s) _____, the Plat Records of Hidalgo County at _____ o'clock _____ M. on _____.

Hidalgo County Clerk

FILE NO.	FILED BY	INDEXED BY	RECORDED BY	APPROVED BY
124 E. STUBBS ST.	J. STUBBS	J. STUBBS	J. STUBBS	J. STUBBS
124 E. STUBBS ST.	J. STUBBS	J. STUBBS	J. STUBBS	J. STUBBS



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE JUAN D. SALINAS, III
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: APRIL 25, 2007

RE: CLAUDIA/JORGE SUBDIVISION – PCT. 3

ON FEBRUARY 13, 2007, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE COMPLETION OF THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE (1) SEPTIC TANK HAS BEEN INSTALLED, INSPECTED AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF RECOMMENDS APPROVAL FOR A REIMBURSEMENT IN THE AMOUNT OF \$ 1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator



HIDALGO COUNTY PLANNING DEPARTMENT

Nº 156820

Official Receipt for Fees

Jan. 22, 2007

RECEIVED OF: Jorge B. Gonzalez \$ 1,000.00
One thousand and 00/100 DOLLARS

SUBDIVISION: Clarcia Lopez Sula DEVELOPER

COST OF PAVING _____ COST OF DRAINAGE _____ PCT. _____

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001-0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	07-1100-211-00-000-018-0-000
1 Tank	1,000.00
Other	
Total	1,000.00

M.O. ☐ ☐
CHECK ☒ 1249 CASH ☐

Prole D. Carrasco
PREPARED BY:

Auditor's Form - ECPD 0001: Rev. 6-04

**JORGE B. GONZALEZ OR
MAGGIE R. GONZALEZ**
12237 N STEWART RD
MISSION, TX 78574

Date 22 Jan 07 30-7426/3140

Pay to the Order of Hidalgo County Planning \$ 1,000.00
ONE thousand Dollars

USAA FEDERAL SAVINGS BANK
10750 McDERMOTT FWY
SAN ANTONIO, TEXAS 78288-0544
(210) 456-8000 1-800-832-3724

For septic tank deposit fee

⑆314074269⑆ ⑆09255273⑆ 1249

TRANSIT ROUTING NUMBER ACCOUNT NUMBER



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo



Hidalgo County Health and Human Services Department

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

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

April 20, 2007

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: CLAUDIA JORGE S/D

Dear Mr. Sesin:

According to our records the septic tank systems for **CLAUDIA JORGE**, a 2 lot subdivision, located on **STEWART AND MILE 7 ROAD**, have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Charcho Ramos,
Assistant Chief Inspector

mm

AI-3604

11.A.

**Budget Amendment
CC REGULAR**

Date: 05/01/2007
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.

Agenda Item

CAPTION

Approval to appropriate monies received for a seizure award to the Sheriff's Investigation Fund - HB 65 (1227) in the amount of \$818.00.

BACKGROUND

Monies were receipted with County Treasurer's receipt no. 110048

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 7-1227-421-00-280-005-0-748

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

BUDGETARY IMPACT:

Available Balance as of 4-25-07 \$28,735.72; Appropriation of \$818.00.

Attachments

Link: 3604-DA- BA

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/24/2007 09:21 AM	APRV
2	Budget & Management	Dina Trevino	04/25/2007 09:12 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/25/2007 09:44 AM	APRV
4	Dina Trevino	Dina Trevino	04/26/2007 04:16 PM	APRV
5	Purchasing Department	Marty Salazar	04/27/2007 11:41 AM	APRV
6	Auditor's Office	Linda Fong	04/28/2007 09:51 AM	APRV
7	Court Administrator			NEW

Form Started By: Rosie Hinojosa

Started On: 04/23/2007 04:55 PM

Final Approval Date:

AI 3604

Honorable Commissioners' Court of Hidalgo County:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME	AMOUNT
7-1227-421-00-280-005-0-748		Other Equipment	818.00
7-1227-352-30-280-000-0-000		Shrf Investig HB65-Crt. Ord Conf.	818.00

TOTAL BUDGET INCREASE REQUEST	\$818.00
--------------------------------------	-----------------

REASON: To appropriate monies received on a seizure award. (County Treasurer's Receipt No. 110048)

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-3605

11.B.

2007 Appropriation for Sheriff's Federal Sharing - U.S. Department of Justice (1229)
CC REGULAR

Date: 05/01/2007
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.

Agenda Item

CAPTION

Approval of 2007 appropriation of funds for the Sheriff's Federal Sharing - U.S. Department of Justice Fund (1229) in the amount of \$813.16.

BACKGROUND

See Attached Budget Appropriation

Revenue & Expenditures

FISCAL YEAR: ACCT. #: 7-1229-421-00-280-007-0-748
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of revenue received in 7-1229-352-30-280-000-0-000 COURT ORDERED CONFISCATIONS

Attachments

Link: 2007 BA for SHRF FED SHARING-USDJ

Confidential documents are indicated with a (c).

Route Seq Inbox		Form Routing/Status		
		Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/24/2007 09:21 AM	APRV
2	Budget & Management	Dina Trevino	04/25/2007 09:23 AM	APRV
3	Dale Kennan	Dale Kennan	04/25/2007 10:13 AM	APRV
4	Purchasing Department	Marty Salazar	04/25/2007 11:47 AM	APRV
5	Auditor's Office	Linda Fong	04/28/2007 11:16 AM	APRV
6	Court Administrator			NEW

Form Started By: Rosie Hinojosa

Started On: 04/24/2007 08:19 AM

Final Approval Date:

DATE: April 24, 2007
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Department of Justice
ACCOUNT NUMBER: 7-1229-421-00-280-007-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
7-1229-421-00-280-007-0-748	SHRF FED SHARING-USDJ-OTHER EQUIP.	813.16

TOTAL BUDGET INCREASE REQUEST 813.16

7-1229-352-30-280-000-0-000 COURT ORDERED CONFISCATIONS 813.16

Additional Appropriations Required 0.00

REASON: To appropriate monies received on two (2) seizure awards in the Sheriff's Federal Sharing - U.S.
Department of Justice Fund.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-3677

12.A.

Presentation Digital Aero Photography
CC REGULAR

Date: 05/01/2007
Submitted By: Cynthia Rios, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Agenda Item

CAPTION

Presentation on the Digital Aero Photography Project (LRGVDC / 9-1-1)

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 03:16 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	04/27/2007 08:50 AM	APRV
3	Purchasing Department	Marty Salazar	04/27/2007 11:42 AM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 11:16 AM	APRV
5	Court Administrator			NEW

Form Started By: Cynthia Rios

Started On: 04/26/2007 02:50 PM

Final Approval Date:

AI-3672

12.B.

Renaming of Road- From J.P. Garza to Rancho Viejo Street
CC REGULAR

Date: 05/01/2007

Submitted By: Cynthia Rios, COMM. PCT. #1

Department: COMM. PCT. #1

Agenda Area: Precinct #1

Agenda Item

CAPTION

Requesting approval to rename street by the name of J.P. GARZA to RANCHO VIEJO STREET, as per petition signed by Precinct No. 1 residents. LRGVDC 911 Department has been advised.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Petition- Letter](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 07:45 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	04/26/2007 10:52 AM	APRV
3	Purchasing Department	Marty Salazar	04/26/2007 01:36 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 11:17 AM	APRV
5	Court Administrator			NEW

Form Started By: Cynthia Rios

Started On: 04/25/2007 05:01 PM

Final Approval Date:

COUNTY *of* HIDALGO



SYLVIA S. HANDY

County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

PETITION TO RENAME A RURAL ROAD

**WE THE UNDESIGNED RESIDENTS OF A SUBDIVISION SOLD BY
METES AND BOUNDS WOULD LIKE TO RENAME OUR STREET
FROM J.P. GARZA TO RANCHO VIEJO STREET.**



AI-3618

13.A.

**RESOLUTION AUTHORIZING TAX RESALE:S2950-00-000-0294-38
CC REGULAR**

Date: 05/01/2007
Submitted By: Neida Chavana, TAX OFFICE
Submitted For: Armando Barrera Jr, Tax A/C
Department: TAX OFFICE
Agenda Area: Tax Office

Agenda Item

CAPTION

Approval of Resolution authorizing Tax Resale

BACKGROUND

Revenue & Expenditures

Attachments

Link: [tax resale](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/25/2007 09:28 AM	APRV
2	Sergio Cruz	Sergio Cruz	04/27/2007 09:33 AM	APRV
3	Purchasing Department	Marty Salazar	04/27/2007 11:41 AM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 11:19 AM	APRV
5	Court Administrator			NEW

Form Started By: Neida Chavana

Started On: 04/24/2007 03:30 PM

Final Approval Date:

RESOLUTION AUTHORIZING TAX RESALE

WHEREAS, by Sheriff's Sale conducted on January 3, 2006, the property described below was struck-off to Sharyland Independent School District, Trustee, pursuant to a delinquent tax foreclosure decree of the 93rd District Court, Hidalgo County, Texas, and

WHEREAS, the sum of \$52,000.00 has been offered by the City of Mission for the purchase of said property pursuant to Section 3.05, Texas Tax Code Ann. (Vernon, 1982);

NOW, THEREFORE, BE IT RESOLVED by the Commissioner's Court of Hidalgo County, Texas, that, J. D. Salinas, its County Judge, be and he is hereby authorized to execute a tax resale deed on behalf of this district conveying to the City of Mission all of the right, title, and interest of Hidalgo County, Texas, following described real property located in Hidalgo County, Texas:

A tract of land containing 2.00 acres (87,120 square feet), situated in the City of Mission, Hidalgo County, Texas, being part or portion of Lot 294, John H. Shary Subdivision, according to the plat thereof recorded in Volume 1, Page 17, Hidalgo County Map Records, said 2.00 acres (87,120 square feet) also being more particularly described by metes and bounds on Exhibit A page 1 and page 2, attached hereto.

PASSED AND APPROVED this _____ day of _____, 2007.

J. D. Salinas
County Judge, Hidalgo County, Texas

ATTEST:

**METES AND BOUNDS DESCRIPTION
2.00 AC. OUT OF LOT 294
JOHN H. SHARY SUBDIVISION
HIDALGO COUNTY, TEXAS**

A tract of land containing 2.00 acres (87,120 square feet), situated in the City of Mission, Hidalgo County, Texas, being part or portion of LOT 294, JOHN H. SHARY SUBDIVISION, according to the plat thereof recorded in Volume 1, Page 17, Hidalgo County Map Records, said 2.00 acres (87,120 square feet) also being more particularly described as follows:

BEGINNING at a No. 4 rebar found on the West line of said Lot 294 for the Southwest corner of this tract, said rebar bears N 81° 41' 10" E a distance of 330.00 feet from the Southwest corner of said Lot 294;

1. **THENCE**, N 08° 41' 10" E along the West line of said Lot 294, a distance of 165.00 feet to a No. 4 rebar set for the Northwest corner of this tract;
2. **THENCE**, S 81° 18' 50" E a distance of 528.00 feet to a No. 4 rebar found for the Northeast corner of this tract;
3. **THENCE**, S 08° 41' 10" W, at a distance of 1.50 feet pass a cotton picker spindle set in line, at a distance of 183.50 feet pass a cotton picker spindle set in line, continuing a total distance of 165.00 feet to a No. 4 rebar set for the Southeast corner of this tract;
4. **THENCE**, N 81° 18' 50" W along the North line of Mangin Trailer Park Subdivision (Vol. 27, Pg. 35-B, H.C.M.R.), at a distance of 386.00 feet pass the Northwest corner of said Mangin Trailer Park Subdivision, continuing a total distance of 528.00 feet to the **POINT OF BEGINNING**, and containing 2.00 acres (87,120 square feet) of land, more or less.

I, FRED L. KURTH, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 12/06/06 UNDER MY DIRECTION AND SUPERVISION.

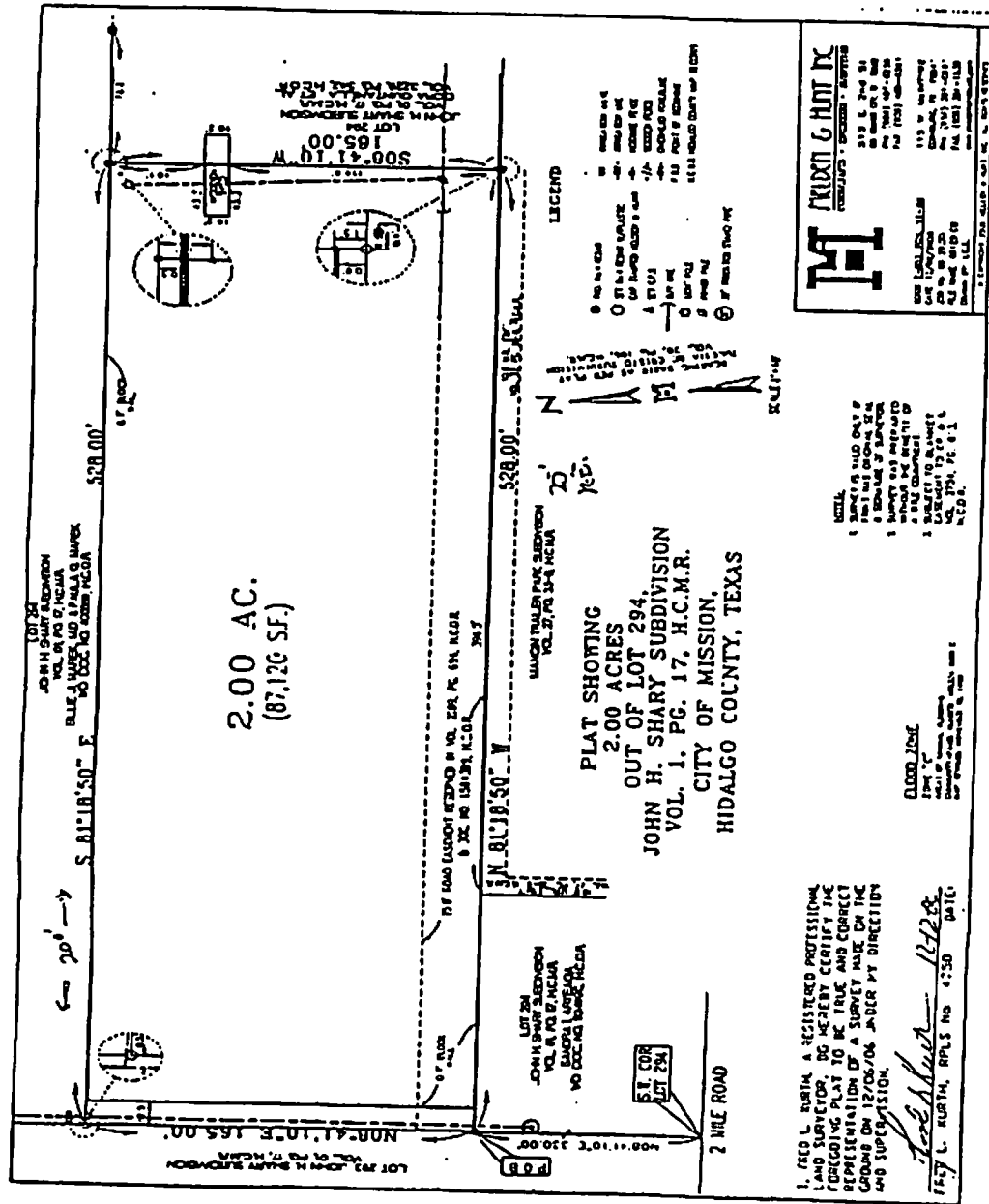
FRED L. KURTH, R.P.L.S. #4750

12-12-06
DATE:



Metes & Bounds

Survey



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

Style of Case:

Cause No. T-646-98-B; Sharyland I.S.D., Hidalgo Kenedy Co. Education District No. 10, South Texas Community College and Hidalgo County vs. Irma Barrera

Legal Description:

2.0 acres, more or less, of which the South 25.0 feet comprising .30 acres are reserved for road easement, out of the South 5.0 acres of the North 10.0 acres of the South 20.0 acres of Lot 294, John H. Shary Subdivision, Hidalgo County, Texas.(Account No. S2950-00-000-0294-38).

Property Location: Two Mile Line and Shary Road.

Judgment Date: February 9, 2005

Date of Tax sale: January 3, 2006

Date of Sheriff's Tax Deed recording: March 01, 2006

Date Bid Received: February 13, 2007

Amount of Total Judgment: \$34,035.98

Costs of Judgment: \$1,567.00

Amount of Bid: \$52,000.00

Current Appraised Value: \$63,342.00

Value at time of Judgment: \$63,342.00

ENTITY NAME	JUDGMENT AMOUNT DUE EACH ENTITY	PERCENT TO BE RECEIVED	AMOUNT YOU WILL RECEIVE
Hidalgo County	\$ 8,468.04	25%	\$12,608.25
Sharyland ISD	\$19,831.48	58%	\$29,251.14
South Texas College	\$ 932.48	3%	\$ 1,512.99
United Irrigation District	\$ 1,609.29	5%	\$ 2,521.65
City of Mission	\$ 3,194.69	9%	\$ 4,538.97

ADDITIONAL COMMENTS:

Prospective Buyer: City of Mission, 1201 E. 8th Street, Mission, Texas 78572

TAX RESALE PROPERTY
AMOUNTS DUE AND TO BE PAID TO ALL ENTITIES

Acct. No. S2950-00-000-0294-38

	Amount due (May 07)	Amount to be paid	Percent Received
HIDALGO COUNTY ENTITIES	\$10,492.69	\$12,608.25	24.25%
SHARYLAND ISD	\$24,535.06	\$29,251.14	56.25%
SOUTH TEXAS COLLEGE	\$1,292.64	\$1,512.99	2.91%
UNITED IRRIGATION DISTRICT	\$1,841.84	\$2,521.65	4.85%
CITY OF MISSION	\$4,477.79	\$4,538.97	8.73%
<u>COST OF JUDGEMENT</u>	<u>\$1,567.00</u>	<u>\$1,567.00</u>	<u>3.01%</u>
TOTALS	\$44,207.02	\$52,000.00	100.00%

TAX RESALE DEED

Date: February 13, 2007

Grantor (including address):

SHARYLAND INDEPENDENT SCHOOL DISTRICT, HIDALGO KENEDY COUNTY EDUCATION DISTRICT #10, SOUTH TEXAS COLLEGE, HIDALGO COUNTY AND CITY OF MISSION, being all the taxing entities interested in the tax foreclosure judgment against the property herein described and acquired by tax foreclosure sale heretofore held under T-646-98-B; *Sharyland Independent School District et al vs. Irma Barrera, in the 93rd District Court, Hidalgo County, Texas*, said entities acting through the presiding officer of its taxing entity, hereunto duly authorized by resolution and order of each respective taxing entity which is duly recorded in their official Minutes, hereinafter called grantors.

Grantee (including address):

City of Mission
1201 E. 8th Street
Mission, Texas, Hidalgo County, Texas 78572

Consideration: FIFTY TWO THOUSAND AND 00/100 (\$52,000.00) DOLLARS.

Property (including any improvements):

A tract of land containing 2.00 acres (87,120 square feet), situated in the City of Mission, Hidalgo County, Texas, being part or portion of Lot 294, John H. Shary Subdivision, according to the plat thereof recorded in Volume 1, Page 17, Hidalgo County Map Records, said 2.00 acres (87,120 square feet) also being more particularly described by metes and bounds on Exhibit A page 1 and page 2, attached hereto.

Reservations From and Exceptions to Conveyance:

1. Any existing right of redemption remaining, if any, in the former owner(s) of the property under the provisions of law.
2. Any and all liens on the Property that were not extinguished in the judgment foreclosing the tax lien.
3. In addition thereto, this conveyance is SUBJECT however to the further covenant, consideration, condition, and restriction as follows:
 - (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
 - (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage a dual school system.

These restrictions and conditions shall be binding upon the CITY OF MISSION, its successors and assigns, as the case may be, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance, conveys to Grantee, Grantee's heirs, successors and assigns forever, without express or implied warranty, all of the right, title and interest which the said Prestige Builders Inc., had in and to the Property. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded as to the Property conveyed by this paragraph.

When the context requires, singular nouns and pronouns include the plural.

HIDALGO COUNTY

BY: _____
J.D. SALINAS,
COUNTY JUDGE, HIDALGO COUNTY, TEXAS

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF HIDALGO**

Before me, the undersigned authority, on this day personally appeared J.D. Salinas, County Judge for Hidalgo County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____,
2007.

Notary Public in and for the State Of Texas

AI-3634

14.A.7.

**Hidalgo County-Website Development Design Services
CC REGULAR**

Date: 05/01/2007

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for discussion, consideration, and approval to extend RFP No: 2007-177-05-09-"Hidalgo County-Website Development Design Services", proposal acceptance date from Wednesday, May 9, 2007 @ 9:30 a.m. to Wednesday, May 23, 2007 @ 9:30 a.m. so as to give ample time to potential participants to submit responses in a timely manner.

BACKGROUND

Previously approved by Commissioners Court on April 10, 2007. (AI-3258)

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 7-1100-415-00-200-002-0-336

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$48,392.05 as of 4/27/07.

Attachments

Link: [Web Site Services](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/26/2007 01:27 PM	APRV
2	Budget & Management	Dina Trevino	04/26/2007 03:18 PM	APRV
3	Dale Kennan	Dale Kennan	04/27/2007 08:10 AM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 11:21 AM	APRV
5	Court Administrator			NEW

Form Started By: Vangie Garcia

Started On: 04/25/2007 11:50 AM

Final Approval Date:

REQUEST OF PROPOSALS – WEB SITE REDESIGN

Overview

Hidalgo County is soliciting proposals for the design and development of a new Website. Hidalgo County desires to have a Website that will more effectively provide the citizens of Hidalgo County a robust website that is easy to navigate and find the desired content as well as providing Hidalgo County departments with a secure and easy method of maintaining frequently updated portions of their website via user friendly administration consoles.

Project Description

Overall Objective. Create a site that presents Hidalgo County and associated County Departments and Services in a professional manner. Primary website content will be available in both English (default) and Spanish (user option). The site should be creative and innovative, while at the same time providing a look and Web environment that is appropriate for Hidalgo County.

Additional Information

- Vendor will provide HIDALGO COUNTY with 3 days of professional photography as part of the overall proposal. Photography will be used in the design of the new site and to populate the Media Gallery with Hidalgo County imagery.
- Frequent updates to the site will be completed in-house by the HIDALGO COUNTY via an easy to use Content Management System. Features of the CMS required by the County are defined in greater detail below, in addition to hosting and maintenance requirements
- Current HIDALGO COUNTY Website is located at <http://www.co.hidalgo.tx.us>

Scope of Work: A potential site map is shown later in this document.. With the use of a template, many of the pages would simply require the placement of new information.

Proposal Evaluation

The evaluation of proposals will be performed by the senior staff of the HIDALGO COUNTY. This process will be completed by July 6, 2006. All proposals will be reviewed for compliance with the mandatory requirements as stipulated within the RFP. Proposals deemed non-responsive will be eliminated from further competition. Remaining proposals will then be ranked according to their relative merits as measured against the evaluation criteria set forth below.

The proposals will be evaluated in the following areas:

CRITERIA	Score	Maximum
A. Company's relevant experience in projects of similar type, examples of work. (May require onsite demo).		25
B. Artistic quality and technical effectiveness as well as level of professionalism demonstrated in samples of work.		35
C. Continuity and consistency of theme and design as demonstrated in samples of work and/or proposal		15
D. Cost		25
Total		100

Proposed Website flowchart (preliminary outline only – specific items not required in actual terminology or specific order. Items may be added or deleted as appropriate)

A. Homepage – Below is an overview of content and flow anticipated for the new Hidalgo County website:

1. Brief text overview and easy and clean navigation layout
2. Upcoming Events Calendar – content must be database driven with ability for authorized users to post items for approval – Hidalgo County website Administrator must have ability to authenticate posting of populated items on homepage or Department sub-pages
3. News and Announcements– content must be database driven with ability for authorized users to post items for approval – Hidalgo County website Administrator must have ability to authenticate posting of populated items on homepage or Department sub-pages
4. Media Gallery– content must be database driven with ability for authorized users to post items for approval – Hidalgo County website Administrator must have ability to authenticate posting of populated items on homepage or Department sub-pages
5. **Departments***
6. City Maps
7. The County's Past (History)
8. Heritage/Culture
9. Activities - Shopping - Birding/Nature
10. Travel & Transportation About Hidalgo County
11. Weather, Climate, Population and other facts (important phone numbers, etc.)
12. Links to related sites
13. Search site

B. *Departments

0. Style sheet should allow consistent design elements throughout the website with the ability to modify header and primary elements of each department page to create a unique department identity that still compliments and flows with the primary website theme. Department Page elements – Frequently updated content must be database driven with ability for authorized users to post items for approval – Hidalgo County website Administrator must have ability to authenticate posting of populated items to the Department sub-page, and/or the Hidalgo County homepage. Possible components that Departments may require include but are not limited to:
 - News and Announcements
 - Calendar of Events
 - Photo Gallery
 - Directory
 - File Share
 - Document Upload and posting
 - Employment postings

Technical Requirements

Website Content Management System must be SSL protected with 2-tier population and authentication ability. Tier 2 may post items to the pre-defined components for their Department. Tier 1 is the site Administrator and must be automatically notified via email when a Department submission has been made and will review to edit, delete or authenticate the Tier 2 submission for publishing to the website. Tier 1 must also have ability to maintain Tier 2 users and passwords as well as authority to determine where authenticated content will ultimately publish within the website.

Please provide Vendor responses to the following technical issues of concern:

- 1) In what language will vendor program the website code and what is your rationale?
- 2) How will the Administration Console function for the frequently updated portions of the website? Please provide screenshots of the CMS system that will be utilized.
- 3) What other projects have you completed that utilize Content Management Systems of multiple tiers?
- 4) How will additional services be provided by vendor, including feature requests, updates and maintenance that are not possible via CMS?
- 5) What type of training, support and documentation will be provided by vendor for the authorized CMS users?
- 6) Is your Data center staffed 24/7 and do they provide proactive monitoring?
- 7) What connections and redundancy are in place for your outbound links? Who provides them and what speed?
- 8) What is your router hardware and maker?
- 9) What security practices have been implemented for your servers and at your facility? Do you use third party security auditors?
- 10) Is the server and facility equipped with redundant network equipments, power grid and storage devices?
- 11) Will we be hosted on a shared or dedicated server? Do we have separate servers for web, email, dns, and databases?

Hidalgo County-Engineering/Architectural Services-Various Projects
CC REGULAR

Date: 05/01/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for discussion, consideration and action, including, but not limited to, the following:

A. Current Administration Building located 100 E. Cano, Edinburg, Texas:

a) Selection of a least three (3) architects or engineers (firms) from the County's approved "Pools" (for the purposes of grading, scoring, evaluating for ranking) to provide the applicable architectural and/or engineering services for assessment and/or feasibility studies of the available space for the purpose of renovations/remodeling the building to house Hidalgo County elected officials/offices, departments, agencies and/or programs:

1) _____; 2) _____; 3) _____;

b) Designation/Selection of a "Committee" to grade/score/evaluate firms and/or recommend uses for the building;

B. "Old County Jail & Restitution Center" located at 207 E. Loeb:

a) Selection of a least three (3) engineers/firms from the County's approved "Pools" (for the purposes of grading, scoring, evaluating for ranking) to provide engineering services for environmental, structural and/or assessment studies to determined budgetary impact and feasibility of repairing, renovating, remodeling or demolition of the building;

1) _____; 2) _____; 3) _____;

b) Designation/Selection of a "Committee" to grade/score/evaluate firms and/or recommend uses for the building;

1) _____; 2) _____; 3) _____;

C. Sub-stations for Hidalgo County (Sheriff's Office) in Precincts 1 and/or 3:

Determination by Commissioners Court to request presentations (at CC of 5-8-07) by the six (6) firms responding to Hidalgo County's project specific Request for Qualifications for architectural services in connection with the design and construction of sub-stations in the Precincts 1 and/or 3 areas. RFQ contains initial scoring criteria of a possible one-hundred (100) points with an additional ten (10) points for presentations (if requested by CC).

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal information provided as of 4/26/07.

Attachments

Link: [arch](#)

Link: [eng](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/26/2007 01:06 PM	APRV
2	Budget & Management	Dina Trevino	04/26/2007 03:17 PM	APRV
3	Dale Kennan	Dale Kennan	04/26/2007 04:23 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 11:23 AM	APRV

5

Court Administrator

NEW

Form Started By: Marty Salazar

Started On: 04/24/2007 04:20
PM

Final Approval Date:

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: echoa@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**

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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- 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	Environ-mental	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: February 8, 2007 through February 8, 2008

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	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: <u>February 8, 2007</u> through <u>February 8, 2008</u>	

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	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	Halff 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@halff.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	/	/				/		/	/
#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. Stubs 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 Vicd-President (956) 926-5000 Fax: (956) 994-0427 E-mail: _____	/	/		/	/	/	/	/	/

AI-3631

14.A.9.

State Travel Management Program-Travel Card Profile Form
CC REGULAR

Date: 05/01/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Presentation for discussion, consideration and approval to forward State of Texas Use Only-JPMorgan Chase Procurement Card Account Application Form and the State of Texas Procurement/Travel Card Profile Forms attached hereto and to be signed by the Court designated/official Point of Contact Martha L. Salazar, Hidalgo County Purchasing Agent on behalf of Hidalgo County;p

B. Presentation for discussion, consideration and action (if applicable) on time line for the adoption of County-wide Travel Card Policies and Procedures in addition to existing protocols.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [3631](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/26/2007 02:19 PM	APRV
2	Budget & Management	Dina Trevino	04/26/2007 03:17 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	04/26/2007 03:37 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 12:13 PM	APRV
5	Court Administrator			NEW

Form Started By: Marty Salazar

Started On: 04/25/2007 11:05 AM

Final Approval Date:

2451
HIDALGO COUNTY
CC REGULAR

17.A.9.

Date: 02/13/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Item

CAPTION

- A. Presentation for discussion, consideration and approval for payment in the amount of \$5,944.59 to JP Morgan Chase in connection with a past due balance "Travel Related Expenses" with authority for auditors to issue a manual check in order to overnight payment.
- B. Presentation for discussion, consideration and approval to re-apply for participation with Texas Building and Procurement's State Travel Management Program and to discuss a point of contact.

BACKGROUND

Revenue & Expenditures
FISCAL YEAR: ACCT. #: 7-1100-415-18-160-001-0-583
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance is \$9,508.59 as of 2/9/07.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/09/2007 10:26 AM	APRV
2	Dale Kennan	Dale Kennan	02/09/2007 11:39 AM	APRV
3	Purchasing Department	Marty Salazar	02/09/2007 04:35 PM	NEW-R
4	Auditor's Office	Linda Fong	02/09/2007 05:16 PM	RTRN
5	Dina Trevino			
6	Court Administrator			

Form Started By: Laura Moya **Started On:** 02/08/2007 10:55 AM
Final Approval Date:



State of Texas Procurement/Travel Card Profile Form

Participating Entity Information									
Program Name					Entity Type:			Program Type:	
TBPC Co-Op Acct No or State Agency Code				Name to follow Agency/Co-Op code to be embossed on the second line of your card - up to 14 characters					
Program Administrator Setup									
I hereby authorize the below listed persons to have authority over the program and give instructions to JPMC as to: 1) The designation of additional program administrators with maintenance authority over the program 2) Employees authorized to use cards 3) Limits and reporting structures as to the use of such cards									
Printed Name of Principal Officer				Signature of Principal Officer				Date	
Primary Program Administrator Name							Bank Use Only VID #:		
Address			City			State Texas		Zip	
Phone Number		Fax Number		Email Address				Date of Birth - REQUIRED	
Secondary Program Administrator Name							Bank Use Only VID #:		
Address			City			State Texas		Zip	
Phone Number		Fax Number		Email Address				Date of Birth - REQUIRED	
Card Delivery									
Card Delivery Address if different from Primary Administrator Address (NO P.O. Box) Attn:									
Address			City			State Texas		Zip	
Statement Delivery									
Statement Mailing Address if different from Primary Administrator Address Attn:									
Address			City			State Texas		Zip	
Corporate Statement Options ☐ Detailed ☐ Summary				Receive Individual Cardholder Memo Statements ☐ YES ☐ NO					
Payment Method									
Check One ☐ ACH Credit ☐ Wire Transfer ☐ Check ☐ Auto Debit				Bank Name		ABA		Acct No	
New Account Expiration Date Option									
☐ Rolling - Expire 24 Months from date of issue ☐ Static-All Expire on the same date - Enter MM/YY:									
Other Program Information						Rebate Deposit Info			
Smart Data On-Line ☒ YES ☐ NO		Number of cards		Annual Spend		ABA Number		Account Number	
Other information:									
Bank Use Only									
Account Manager			Banker				TMO		
SDOL Training needed? ☐ YES ☐ NO		HTTP Mailbox/Delinquency Report Needed? ☐ Mailbox & Report ☐ Report Only - Box #: _____					Contact Customer? ☐ YES ☐ NO		

JPMorgan Chase Procurement Card Account Application Form
For State of Texas Use Only

(A) Check One:
[] New
[] Change (Only complete fields to be changed)
[] Delete/Close
(B) Corp #
Cardholder Account # (16 digits)

(C) State Of Texas Agency / Co-Op Information

Agency / University/ Co-Op Name:
Agency/University/ Co-Op Code:

(D) Cardholder Information (Please Print Required Information)

Cardholder Name (21 Characters)
Name Line 2 (20 Characters)
Employee ID
Address Line 1 (35 Characters)
Address Line 2 (35 Characters)
City (23 Characters)
Co-Op/Agency/University Code followed by Entity Name
Social Security # 900 -00 -
Email Address
Work Phone
Home Phone
State: Zip Code:

Default Internal Audit Code:

(E) Reporting Hierarchy Level Numbers (Required for multi-level hierarchies)

Level 1 Number: Level 2 Number: Level 3 Number: Level 4 Number:

(F) Cardholder Controls (Required)

Credit Limit (CSL) Single Purchase Limit (SPL)
Authorizations Per Day Transactions Per Cycle
MCC Group (Merchant Category Code Group) [] Include [] Exclude

(G) Cardholder Approvals (Required)

Program Administrator: Date Signed Verification ID Number:
Departmental/Supervisor's Signature: Date Signed
(OPTIONAL based on Agency's internal policies)

Applicant: Please Complete form and forward to: (Insert Program Administrator's instructions for cardholder to send application.)

(H) Bank Use Only

Account Number
Verification ID# Verified: Date: Initials:

Program Administrator: Please fax completed form to: 888-297-0785 or submit application online.

Department Name		Department Code
1	Hidalgo County	Depts w/little to none travel
2	Hidalgo County Purchasing	160
3	Hidalgo County Judge	100
4	Hidalgo County Precinct No 1	to include Constable & J.P. 121
5	Hidalgo County Precinct No 2	to include Constable & J.P. 122
6	Hidalgo County Precinct No 3	to include Constable & J.P. 123
7	Hidalgo County Precinct No 4	to include Constable & J.P. 124
8	Hidalgo County Budget	Include all divisions under budget 115
9	Information Technology	200
10	Hidalgo County Auditor's	Include Treasurers 170
11	Hidalgo County Election	130
12	Hidalgo County Fire Marshall	300
13	Hidalgo County Human Resource	190
14	Hidalgo County Courts	All State and County Courts
15	Hidalgo County Clerk's Office	180
16	Hidalgo County District Clerk	90
17	Hidalgo County Health Department	Include all divisions under Health 340
18	Hidalgo County Juvenile Probation	330
19	Hidalgo County TX Coop Extension	380
20	Hidalgo County WIC Program	350

AI-3650
HIDALGO COUNTY
CC REGULAR

14.A.10.

Date: 05/01/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo
County

Agenda Item

CAPTION

Presentation for discussion on a pilot project to expand the use of the fuel card with Comdata Corporation/Transmontaigne Product Services, Inc, awarded vendor of State Council on Competitive Government (through our membership with Texas Building and Procurement), to those departments currently using the card for out of town travel to expand those options for local use which includes discounts based on OPIS pricing and additional rebates at targeted locations .

BACKGROUND

Revenue & Expenditures

Attachments

Link: [3650](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/26/2007 01:36 PM	APRV
2	Budget & Management	Dina Trevino	04/26/2007 03:29 PM	APRV
3	Auditor's Office	Linda Fong	04/28/2007 12:14 PM	APRV
4	Court Administrator			NEW

Form Started By: Laura Moya

Started On: 04/25/2007 03:21
PM

Final Approval Date:

788

CERTIFICATE OF FARMING USE OR STATE USE (KEROSENE OR DIESEL FUEL)
(To support vendor's claim for a credit or payment under section 6427 of the Internal Revenue Code.)

Name, address and employer identification number of ultimate vendor:

TransMontaigne Products Services, Inc.
1670 Broadway Street, Suite 3100
Denver, CO 80202
Federal Tax Identification Number - 84-1477374

The undersigned buyer ("Buyer") hereby certifies the following under penalties of perjury:

A. Buyer will use the diesel fuel or kerosene to which this certificate relates — (check one):

_____ 1. On a farm for farming purposes (as defined in §48.6420-4 of the Manufacturers and Retailers Excise Tax Regulations) and Buyer is the owner, tenant, or operator of the farm on which the fuel will be used;

_____ 2. On a farm as defined in §48.6420-4(c)] for any of the purposes described in paragraph (d) of that section (relating to cultivating, raising, or harvesting) and Buyer is not the owner, tenant, or operator of the farm on which the fuel will be used; or

 X 3. For the exclusive use of a State or local government, or the District of Columbia.

B. This certificate applies to the following (complete as applicable):

1. If this is a single purchase certificate, check here _____ and enter:

- a. Invoice or delivery ticket number _____
b. _____ Number of gallons

2. If this is a certificate covering all purchases under a specified account or order number, check here X and enter:

- a. Effective date _____
b. Expiration date _____ (period not to exceed 1 year after the effective date)
c. Buyer account or order number _____

Buyer will provide a new certificate to the vendor if any information in this certificate changes.

If Buyer uses the diesel fuel or kerosene to which this certificate relates for a purpose other than stated in the certificate, Buyer will be liable for any tax.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

Printed or typed name of person signing

Title of person signing

Name of Buyer

Employer identification number

Address of Buyer

Signature and date signed

Model Certificate B (Federal Tax Only)

**CERTIFICATE FOR STATE USE OR NONPROFIT EDUCATIONAL
ORGANIZATION USE (GASOLINE OR AVIATION FUEL)**

(To support vendor's claim for a credit or payment under § 6416(a)(4) of the Internal Revenue Code.)

Name, address and employer identification number of ultimate vendor:

TransMontaigne Product Services Inc.
1670 Broadway, Suite 3100
Denver, CO 80202
Federal Tax Identification Number - 84-1477374

The undersigned ultimate purchaser ("Buyer") hereby certifies the following under the penalties of perjury

Buyer will use the gasoline or aviation gasoline to which this certificate relates (check one):

☐ For the exclusive use of a state; or

☐ For the exclusive use of a nonprofit educational organization.

This certificate applies to the following (complete as applicable):

☐ This is a single purchase certificate:

1. _____ Invoice or delivery ticket number
2. _____ Number of gallons

☒ This is a certificate covering all purchases under a specified account or order number:

1. Effective date _____
2. Expiration date _____ (period not to exceed 1 year after the effective date)
3. Buyer account number _____

Buyer will provide a new certificate to the vendor if any information in this certificate changes.

Buyer understands that by signing this certificate, Buyer gives up its right to claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer acknowledges that it has not and will not claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

Printed or typed name of person signing

Title of person signing

Name of Buyer

Employer identification number

Address of Buyer

Signature and date signed

**** Please see attached page for specific language from Publication 378 [page(s) 7,8 and 9]
Model Certificate D (Federal Tax Only)**

Publication 378

Page 7

Exclusive Use by a Nonprofit Educational Organization (No. 13)

Exclusive use by a nonprofit educational organization means fuel used by an organization exempt from income tax under section 501(a) of the Internal Revenue Code that meets both of the following requirements.

- It has a regular faculty and curriculum.
- It has a regularly enrolled body of students who attend the place where the instruction normally occurs.

A nonprofit educational organization also includes a school operated by a church or other organization described in section 501 (c) (3) of the Internal Revenue Code if the school meets the above requirements.

Exclusive Use by a State, Political Subdivision of a State, or the District of Columbia (No. 14)

Exclusive use by a state, political subdivision of a state, or the District of Columbia means fuel purchased by the state or local government for its exclusive use. A state or local government is any state, any political subdivision thereof, or the District of Columbia. An Indian tribal government is treated as a state only if the fuel is used in an activity that involves the exercise of an essential tribal government function. Gasoline, diesel fuel, and kerosene used by the American Red Cross are considered to be the use of these fuels by a state.

Page 8 and 9 under # 3. Filing Claims

Nonprofit educational organization and state use. To make a claim as an ultimate vendor (nonprofit educational organization or state), you must have a UV registration number. If you sell gasoline or aviation gasoline to a nonprofit educational organization for its exclusive use or to a state or local government for its exclusive use, you must keep the following information.

- The name and taxpayer identification number of each person (nonprofit educational organization or government unit) that bought the fuel.
- The number of gallons sold to each person.
- An unexpired certificate from the buyer. See Model Certificate D on page 18. The certificate expires on the earlier of one year after the date of the certificate or the date a new certificate is given to the registered ultimate vendor.

Instructions for completing the Certificates:

Certificate For State Use or Nonprofit Educational Organization Use (Gasoline or Aviation Fuel)

Select one of the two options (as referenced in Publication 378 defining No. 14 for a State or No. 13 for a Nonprofit Educational Organization – see above). The next item regarding single

purchase certificate is not applicable at this time for this program. The fourth item has been checked for you, covering all purchases. The applicable information in numbers 1, 2, 3 (Effective Date, Expiration Date and Buyer Account Number) will be filled in by TransMontaigne at a later time. Please complete the bottom of the Certificate, including a signature and date.

Once the completed Certificate is submitted and accepted, your account is set up and cards have been ordered, to finalize the Certificate, TransMontaigne will return a copy of the Certificate to the buyer for their records, with the applicable information completed for the fourth item.

Certificate of Farming Use or State Use (Kerosene or Diesel Fuel)

Items A. 3. for "the exclusive use of a State or local government, or the District of Columbia" and B. 2., covering all purchases under a specified account or order number, have already been checked. The applicable information under item B. 2. (a. Effective Date, b. Expiration Date and c. Buyer Account Number) will be filled in by TransMontaigne at a later time. Please complete the bottom of the Certificate, including a signature and date.

Once the completed Certificate is submitted and accepted, your account is set up and cards have been ordered, to finalize the Certificate, TransMontaigne will return a copy of the Certificate to the buyer for their records, with the applicable information completed under item B. 2.

**STATE OF TEXAS
SERVICE CONTRACT ISSUED UNDER
RETAIL FUEL CARD AND RELATED SERVICES CONTRACT BETWEEN THE
STATE COUNCIL ON COMPETITIVE GOVERNMENT BY AND FOR THE TEXAS
BUILDING AND PROCUREMENT COMMISSION
CONTRACT NO. 050720-CCG-FC**

Definitions:

“Agreement” means: that certain contract for electronic fuel dispensing and fleet card processor services by and between the State Council on Competitive Government by and for the Texas Building and Procurement Commission (“TBPC”), COMDATA NETWORK, INC. (“Comdata”) and TransMontaigne Product Services, Inc. (“TransMontaigne”) dated February, 2006 (Comdata and TransMontaigne are hereinafter referred to as “Contractor”).

Participating State Agency

(Legal Name of Entity)

(Billing Address)

(City, State and Zip Code)

[Federal, State or 501 (c) (3) Tax Identification Number]

(Contact person name and title)

All other capitalized terms used in this Service Contract without definition have the meanings set forth in the Agreement.

Agreements of Contractor and Public Procurement Unit:

1. Participating State Agency represents that it is authorized by the laws of the State of Texas to enter into this Service Contract and to become a Participating State Agency under the Agreement.
2. Participating State Agency hereby requests the services of Contractor described in the Agreement and agrees to perform all duties of a Participating State Agency under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement (at the rates set forth in the Agreement), and cooperation with respect to providing all necessary

information for the administration of the Agreement. Participating State Agency agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating State Agency's account.

3. Participating State Agency's Fleet Contact is set forth above. The Fleet Contact is authorized to order Cards and request "lock out" of lost or stolen Cards.

4. Participating State Agency acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Service Contract may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Service Contract on behalf of the Participating State Agency and this Service Contract is the valid and binding obligation of the Participating State Agency, enforceable in accordance with its terms.

[signatures on following page]

Name of Participating State Agency:

By (Authorized Signatory):

Print Name: _____

This Service Contract shall not become binding until
accepted by Contractor.

COMDATA NETWORK, INC.

By: _____

Title: _____

Date: _____

TRANSMONTAIGNE PRODUCT SERVICES, INC.

By: _____

Title: _____

Date: _____

2. Retail Fuel Purchases The CCG re-bid and awarded a contract for retail fueling and other vehicle related expenses. The card is a MasterCard and can be used at any location that accepts MasterCard. The CCG executed a contract with Comdata Corporation and TransMontaigne Services on February 26, 2006. The contract term runs through August 31, 2009, with two one-year renewal options. Amendment # 1, Amendment # 2 and Amendment #3 to the contract have been executed. Amendment #1 changes the time period for incentives, Amendment #2 changes a small number of pricing or rack cities and amendment # 3 describes the process that will take place when fuel is purchased out of state and increases the adder prices by \$.001 to allow for the Leaking Underground Storage Tank Tax (LUST) that was extended. Amendment #3 is currently in process that allows for an adjustment of \$.001 to the adder price to account for the Leaking Underground Storage Tank (LUST) Trust Fund tax. The previous contract with Voyager has been extended through June 30, 2006, to allow for a smooth transition between vendors. Through this contract with Comdata, rebates of 2.5 cents per gallon are available at over 3000 Texas locations. Also, a 2 cent per gallon rebate is available at over 150 Texas truck stop locations. For additional information about the Comdata fuel card and related services, visit their web site at www.iconnectdata.com. The State Office of Vehicle Fleet Management serves as the contract administrator.

**RETAIL FUEL CARD AND RELATED SERVICES CONTRACT
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT
BY AND FOR THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.**

Contract No. 050720-CCG-FC

This agreement ("Contract") is entered into by the State Council on Competitive Government (CCG), by and for the Texas Building and Procurement Commission ("TBPC"), and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractors"), located at 5301 Maryland Way, Brentwood, TN 37027 and 1670 Broadway, Suite 3100, Denver, CO 80202.

I. Recitals

Whereas, on July 20, 2005, CCG issued a Request for Proposals from qualified, independent firms to provide retail fuel cards and related services ("Services") to Participating State Agencies ("PSAs") and on August 12, 2005 issued its official response to questions (collectively "RFP"); and

Whereas, TBPC Office of Vehicle Fleet Management (OVFM) will serve as the Contract Administrator under this Contract on behalf of the State of Texas; and

Whereas, the Contractor submitted a proposal dated August 24, 2005, in response to CCG's RFP ("Proposal"); and

Whereas, the Contractor was selected to perform retail fuel card and related services.

The parties hereby agree as follows:

II. Authority

This Contract is entered into pursuant to Gov't Code, chapter 2162.

III. Services, Standards of Performance and Contract Administration

The Contractor shall provide Services and deliverables described in and in the manner required by all of the following documents to PSAs on an as needed basis:

1. This Contract
2. Exhibit A: The Statement of Work
3. Exhibit B: Final Timeline and Deliverables
4. Exhibit C: The RFP
5. Exhibit D: Authorized Key Personnel List
6. Exhibit E: Contractor's Proposed Compensation and Best and Final Offer

All of the above are attached to and incorporated as part of this Contract for all purposes. All of these documents constitute the Standards of Performance for this Contract. In addition, Contractor's initial task under this contract is the development of a mutually agreeable detailed work plan to be incorporated into this Contract as an exhibit, which work plan shall constitute an additional Standard of Performance.

In the case of conflicts between this Contract and any of the above exhibits, the following shall control in this order of priority:

1. This Contract
2. Exhibit A: The Statement of Work
3. Exhibit B: Final Timeline and Deliverables
4. Exhibit C: The RFP
5. Exhibit D: Authorized Key Personnel List
6. Exhibit E: Contractor's Proposed Compensation and Best and Final Offer
7. Exhibit F: The Work Plan

The Contractor shall provide all of the above services as well as reasonably related services in accordance with all applicable professional standards of a Contractor providing Services. The Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to provide Services to the PSAs in the manner required by this Contract.

The Contract Administrator will serve as the point of contact between the agency and the Contractor. TBPC's Contract Administrator shall review the Contractor's technical work, deliverables, payment requests, schedules, financial budget administration and similar matters. The Contract Administrator does not have any express or implied authority to vary the terms of the Contract, amend the Contract in any way or waive strict performance of the terms or conditions of the Contract.

IV. Personnel

The Contractor shall assign only qualified personnel to this Contract. As of the date of CCG's execution of this Contract, the Contract Administrator has authorized the key personnel listed in Exhibit D of this Contract to provide services under this Contract. The Contractor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. The Contractor shall provide to CCG and OVFM prior written notice of any proposed change in key personnel involved in providing services under this Contract.

V. Payments

Prior to authorizing payment to the Contractor, the Contract Administrator shall evaluate the Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to each PSA for Services performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Payments under this Contract are subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract are contingent upon each participating state agency's receipt of funds appropriated by the Texas Legislature.

VI. Term and Termination

This Contract shall become effective on the date signed by the Chair of the CCG, who shall sign after the Contractor signs, and shall terminate upon August 31, 2009, unless otherwise sooner terminated as provided in this Contract. Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract. The CCG shall have the right, in its sole discretion, to renew this Contract for up to two (2) additional one (1) year periods, one (1) year at a time. In addition, the CCG may, in its sole discretion, terminate this Contract upon thirty (30) calendar day's written notice to the Contractor. Such notice may be provided by facsimile or certified mail, return receipt requested and is effective upon the Contractor's receipt.

VII. Confidentiality and Open Records

Notwithstanding any provisions of this Contract to the contrary, the Contractor understands that CCG will comply with the Texas Public Information Act, Gov't Code, chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. CCG agrees to notify Contractor within twenty-four (24) hours of receipt of a request for information related to Contractor's work under this contract. The Contractor will cooperate

with CCG in the production of documents responsive to the request. The Contractor may request that CCG seek an opinion from the Attorney General of the State of Texas. However, CCG will not honor Contractor's request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, the Contractor will notify CCG's General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in conducting the disparity study. This Contract and all data and other information generated or otherwise obtained in the performance of its responsibilities under this Contract may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

VIII. Insurance and Other Security

The Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide CCG with current evidence of insurance or other proof acceptable to CCG of the following insurance coverage:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract;

Commercial General Liability Insurance, including professional liability, personal injury and advertising injury with the following limits: \$1,000,000 minimum each occurrence; \$2,000,000 per general aggregate.

The Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. The Contractor also represents and warrants that it will provide the State of Texas with at least 30 days written notification prior to cancellation of any of these insurance policies. The Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide CCG with evidence of coverage upon request. Contractor acknowledges and agrees that the State of Texas shall be able to collect under these insurance policies any amounts from applicable claims due to the State of Texas pursuant to this Agreement.

IX. INDEMNIFICATION

CCG AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITIES OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, (COLLECTIVELY REFERRED TO AS "CLAIMS" IN THE REMAINDER OF THIS SECTION), ARISING OUT OF, CONNECTED WITH OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ANY OFFICER, AGENT, REPRESENTATIVE, EMPLOYEE, OR SUBCONTRACTOR OF THE CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES, AS LIMITED BY THE PARAGRAPHS BELOW.

IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE CONTRACTOR TO INDEMNIFY AND PROTECT CCG AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM THE CONSEQUENCES OF CCG OR ITS OFFICERS', AGENTS', REPRESENTATIVES' OR EMPLOYEES' OWN NEGLIGENCE, PROVIDED, HOWEVER THAT SUCH INDEMNITY SHALL BE LIMITED BY BOTH OF THE FOLLOWING:

(1) THE INDEMNITY PROVIDED FOR IN THIS SECTION AGAINST CCG'S OWN NEGLIGENCE SHALL APPLY REGARDLESS OF WHETHER OR NOT SUCH CLAIMS ARE CONTRIBUTED TO BY THE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS OR EMPLOYEES; HOWEVER, IN THE EVENT OF SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS OR EMPLOYEES, THE CONTRACTOR SHALL NOT INDEMNIFY ANY SUCH INDEMNITEES IN THE PROPORTION (BASED ON THE PERCENTAGE OF NEGLIGENCE) THAT SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE CAUSED ANY

SUCH CLAIMS; AND

(2) THE INDEMNITY PROVIDED FOR IN THIS SECTION AGAINST CCG'S OWN NEGLIGENCE SHALL NOT APPLY WHEN THE NEGLIGENCE OR OTHER LIABILITY OF THE CCG OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES IS THE SOLE CAUSE OF SUCH CLAIMS.

X. Dispute Resolution

The dispute resolution process provided for in Gov't Code Chapter 2260 shall be used by CCG and the contractor to resolve any dispute arising under the Contract.

XI. Representations, Warranties, and General Provisions

11.1. Family Code

Under Section 231.006 of the Texas Family Code (relating to child support), the Contractor represents and warrants that the Contractor is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate.

11.2. Eligibility

Under Gov't Code § 2155.004 (relating to certain taxes), the Contractor represents and warrants that the Contractor is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate. The Contractor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas.

11.3. Liability for Taxes

The Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of the Contractor or its employees. CCG shall not be liable for any taxes resulting from this Contract.

11.4. HUBs

The Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Gov't Code, chapter 2261.

11.5. Amendments

Except as provided in Section 11.12 of this Contract, this Contract may be amended only upon written agreement between CCG and the Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

11.6. Applicable Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

11.7. Strict Compliance

Time is of the essence in the performance of this Contract. The Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

11.8. Assignments

Without the prior written consent of CCG, the Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

11.9. Partially Completed Work

No later than the first calendar day after the termination of this Contract, or at CCG's request, the Contractor shall deliver to CCG all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. The Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the CCG.

11.10. Federal, State, and Local Requirements

The Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. The Contractor shall comply with all federal and State tax laws and withholding requirements. CCG and the Comptroller shall not be liable to the Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. The Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from the Contractor's omission or breach of this Section.

11.11. Severability Clause

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

11.12. Applicable Law and Conforming Amendments

The Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. CCG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for CCG's or the Contractor's compliance with all applicable State and federal laws, and regulations.

11.13. No Waiver

Nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to CCG. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. CCG does not waive any privileges, rights, defenses, or immunities available to CCG by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

11.14. No Liability Upon Termination

If this Contract is terminated for any reason, CCG and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor is entitled to the remedies provided in Gov't Code, chapter 2260.

11.15. Independent Contractor

The Contractor shall serve as an independent Contractor in providing services under this Contract. The Contractor's employees are not and shall not be construed as employees of the State of Texas.

11.16. Limitation on Authority; No Other Obligations

The Contractor shall have no authority to act for or on behalf of CCG or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or CCG.

11.17. Patent, Trademark, Copyright and Other Infringement Claims

The Contractor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or the Contractor's use of or acquisition of any services or other items provided to the State of Texas by the Contractor or otherwise to which the State of Texas has access as a result of the Contractor's performance under this Contract, provided that the State shall notify the Contractor of any such claim within a reasonable time of the State's receiving notice of any such claim. If the Contractor is notified of any claim subject to this section, the Contractor shall notify CCG of such claim within five (5) working days of such notice. No settlement of any such claim shall be made by the Contractor without CCG's prior written approval. The Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. The Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. The Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

11.18. Supporting Documents, Retention; Right to Audit; Independent Audits

The Contractor shall maintain and retain supporting fiscal and any other documents adequate to ensure any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. The Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. The Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the "Work" as defined in paragraph 11.30 of this Contract. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by CCG and any authorized agency of the State of Texas, including review by the State Auditor under Gov't Code chapter 321. The Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. The Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize the CCG and the State of Texas to immediately assess appropriate damages for such failure. The Comptroller may require, at the Contractor's sole cost and expense, independent audits by a qualified certified public accounting firm

of the Contractor's books and records or the State's property. The acceptance of funds by the Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. The Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

11.19. Deceptive Trade Practices ; Unfair Business Practices

The Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Contractor has not been found to be liable for such practices in such proceedings. The Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

11.20. Equal Opportunity

The Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

11.21. Antitrust

The Contractor represents and warrants that neither the Contractor nor any firm, corporation, partnership, or institution represented by the Contractor, nor anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, chapter 15, or the federal antitrust laws, nor communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

11.22. No Conflicts

The Contractor represents and warrants that the Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that the Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety.

11.23. Financial Interests; Gifts

The Contractor represents and warrants that neither the Contractor nor any person or entity that will participate financially in this Contract has received compensation from CCG or any agency of the State of Texas for participation in preparation of specifications for this Contract. The Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.

11.24. Buy Texas, Product Preference

The Contractor represents and warrants that it shall purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time. Contractor

represents and represents that it will give preference to products from workshops, organizations, or corporations whose primary purpose is training and employing individuals having mental retardation or physical disabilities if these products meet State's specifications regarding quantity, quality, delivery and life cycle costs.

11.25. Felony Criminal Convictions

The Contractor represents and warrants that the Contractor has not and the Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Contractor has fully advised CCG as to the facts and circumstances surrounding the conviction.

11.26. Notices

Any written notices required under this Contract will be by either hand delivery to the Contractor's office address specified on Page 1 of this Contract or to CCG, 1711 San Jacinto Blvd., Austin, TX 78711 or by U.S. Mail, certified, return receipt requested, addressed to the appropriate foregoing address. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

11.27. False Statements; Breach of Representations

By signature to this Contract, the Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If the Contractor signed its proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that the Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, the Contractor shall be in default under this Contract and CCG may terminate or void this Contract for cause and pursue other remedies available to CCG under this Contract and applicable law.

11.28. Force Majeure

Except as otherwise provided, neither the Contractor nor CCG nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this Contract caused by *force majeure*. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. *Force majeure* is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such *force majeure* or otherwise waive this right as a defense.

11.29. Debts or Delinquencies to State

The Comptroller is prohibited from issuing any payment to a person or entity who has been reported as having an indebtedness or delinquency to the state. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

11.30. Work Made for Hire

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation,

methodologies, concepts, research materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of CCG. All right, title and interest in and to said property shall vest in CCG upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in CCG, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to CCG. CCG shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give CCG and/or the State of Texas, as well as any person designated by CCG and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

11.31. Default

If the Contractor is found to be in default under any provision of this Contract, CCG may cancel the Contract without notice and either re-solicit or reward the contract to the next best responsive and responsible respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to CCG including but not limited to procurement costs, and any consequential damages to the State of Texas or CCG resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

XII. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

XIII. Merger

This Contract contains the entire agreement between the Contractor and CCG and supersedes any prior understandings or oral or written agreements between CCG and the Contractor on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by CCG and the Contractor.

State Council on Competitive Government

Comdata Corporation

By: Executed 2/26/2006

By: Executed 2/26/2006

Wayne Roberts, Chair Designee

Randy Morgan, Senior Vice President & General Manager

Office of the Governor

Business Services Division

Date: _____

Date: _____

Approved as to Form:

TransMontaigne Product Services, Inc.

Executed 2/26/2006

By: Executed 2/26/2006

Ingrid K. Hansen, General Counsel, TBPC

Rick Eaton, Executive Vice President

Date: _____

Date: _____

EXHIBIT A OF CONTRACT NO. 050720-CCG-FC

Statement of Work

TEXAS STATEMENT OF WORK

Pursuant to Section B.2 of RFP 050720-CCG-FC, Comdata/TransMontaigne will provide retail fuel cards and related services to public service agencies (PSAs), higher education units, and political subdivisions of the State of Texas. Services include, but are not limited to, issuance of the Comdata MasterCard for the purchase of tax-exempt fuel and related automotive goods and services, purchasing controls, exception monitoring, reporting options, federal fuel tax net-out or rebate, fuel discounts and any other requirement as stated in the aforementioned RFP and the Comdata/TransMontaigne response.

As stated in Section B.4 of the response, the Comdata MasterCard is accepted at any fuel and related automotive goods and services merchant that accepts MasterCard. The card is widely accepted in Texas, in all 50 states and in Mexico and Canada, at any fuel related automotive goods and services merchant that accepts MasterCard.

Texas PSAs will have the option of ordering cards that may be issued to specific vehicles or drivers, or to a combination of both vehicles and drivers, at the discretion of the agency. PSAs will be able to select from a variety of purchasing limits and controls that may be applied at card level, account level or at the department level. For initial card distribution, a PSA will provide the required embossing, controls, limits and hierarchy information to Comdata. Initial card issuance will take approximately 5 days from receipt of order. Cards ordered after initial distribution will be issued on the second day via FedEx.

To provide for control and security, Texas PSAs may select PIN numbers, of varying length from one- to six-digits, that will be assigned to drivers or groups of drivers, as indicated. Comdata will provide for immediate PIN number issuance, via Customer Service or Comdata's online account management product. Texas agencies will have access to iconnectdata.com for account maintenance and to retrieve reports. The agencies may also call customer service 24/7, 365 days a year.

For contract implementation, as noted in the response to Section B.8.1, Comdata will assign a project manager that will be involved on a daily basis from contract execution through the first billing of the State account, inclusively. Comdata will assign a Customer Relationship Representative to the State of Texas PSAs so that all accounts may contact one individual for all related issues. Comdata will conduct an Account Review quarterly with the State to review potential areas of savings to the State and to express any concerns. Subject to Texas Government Code §2162.102 (d), which allows local government entities to voluntarily participate in Council contracts, Comdata will assign a National Account Manager to market to political subdivisions and downstream local governments and municipalities that qualify to for this contract, on agreement with the State.

Fuel transactions for the State of Texas PSAs will be invoiced based on the closing OPIS net average price plus an adder, as indicated in Appendix J of the response. Transactions occurring on Saturday and Sunday will be based on closing Monday OPIS net average price plus the corresponding adder. The PSAs will receive a 2.5 cent per gallon discount/rebate at approximately 3,000 retail locations, as noted in Appendix J and Exhibit E, and a 2 cent per gallon discount at the truck stop locations also indicated in Appendix J and Exhibit E.

Pursuant to Item 2 of the Comdata/TransMontaigne response to Texas preliminary negotiation, dated November 4, 2005, an incentive rebate of 100 basis points shall apply to all fuel and related automotive goods and services purchases on the Comdata MasterCard.

The State is entitled to a MasterCard signing bonus, as specified in Exhibit E. The State will also receive an implementation cost sharing stipend of \$2.50 per card for cards that have transaction activity within the timeframe specified in Appendix J of the response.

TransMontaigne will invoice each State of Texas PSA account on a monthly basis, and PSAs shall remit payment to TransMontaigne. There are no costs or fees to the State of Texas for the Comdata/TMG program, other than the adders stated in the response and included with the Comdata/TransMontaigne response to Texas preliminary negotiation, dated November 4, 2005.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

EXHIBIT B OF CONTRACT NO. 050720-CCG-FC
Final Timeline and Deliverables

*Final transition plan to be delivered upon execution of the contract.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

**EXHIBIT C OF CONTRACT NO. 050720-CCG-FC
RFP**

The attached true and correct copy of CCG's Request for Proposal is incorporated into Contract No. 050720-CCG-FC.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

**EXHIBIT D OF CONTRACT NO. 050720-CCG-FC
AUTHORIZED KEY PERSONNEL**

This Exhibit D is incorporated into this Contract.

Authorized Key Personnel:

<u>Name</u>	<u>Role</u>	<u>Phone</u>	<u>Email</u>
Brian Truman	Director of Government Accounts	(801) 951-7044	btruman@comdata.com
Rebecca Appleton	Implementation Director	(615)-370-7606	rappleton@comdata.com
Kevin Hill	Implementation Project Manager	(615) 370-7487	khill@comdata.com
Ricky Johnston	Account Coordinator	(615) 370-7746	rjohnston@comdata.com
Tracy Sims	Customer Relations Rep.	(615) 370-7250	tsims@comdata.com
Tom Gustin	National Government Account Manager/Downstream Markets	(406) 431-5127	tgustin@comdata.com
Rob Ryan	TransMontaigne - Director of Energy Services	(303) 860-5324	RRyan@transmontaigne.com
Ryan Brook	TransMontaigne - Mgr of Energy Services	(303) 860-5304	RBrook@transmontaigne.com
Diane Casper	TransMontaigne Project Mgr	(303) 860-5375	DCasper@transmontaigne.com

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

EXHIBIT E OF CONTRACT NO. 050720-CCG-FC
Contractor's Proposal and the Contractor's Best and Final Offer

The attached true and correct copy of the Contractor's Proposal and the Contractor's Best and Final Offer is incorporated into Contract No.

Transmittal letter

Jim Scogin, Director
State Council on Competitive Government
1711 San Jacinto Blvd
Austin, TX 78701

Mr. Scogin:

On behalf of Comdata and TransMontaigne, we appreciate the opportunity to respond to the State of Texas Best and Final Offer for Retail Fuel Cards and Related Services, RFP No. 050720-CCG-FC. *We have included details on additional services, increased our incentive rebate and illustrated how our pricing model is favorable compared to retail pricing. Also, we have demonstrated how we can accelerate timelines and included added benefits to the State.*

Comdata is a leading provider of fuel card services and transaction processing. TransMontaigne is a licensed provider of gasoline and diesel with the *legal* ability to supply and distribute refined petroleum products on a nationwide basis (ultimate vendor status). With our strategic partnering and our seamless interface, we can provide services that are unmatched in the industry. As per the IRS ruling specific to Comdata/TransMontaigne, most important to the State of Texas is the fact that we can offer tax exemption for all gas, **diesel** and alternative fuel at the transaction level.

All fuel and maintenance work can be provided for the State at any location that accepts MasterCard, which will enable the State to continue to receive the necessary Level III data. In addition the Comdata card offers acceptance at fueling locations in **Mexico**, as well as **Aviation**, **Mobile** and **Marina** locations in the United States. The card can be used at **State owned** locations as well. Due to this universal acceptance the State of Texas would not need a separate card for each one of those functions or dual programs.

In closing, the Comdata MasterCard program offers the State of Texas several benefits unparalleled in this industry today: **Acceptability**, **Tax Exemption**, **National Discounts** and acceptance in **Mexico**. Our team will provide data integration with the current State of Texas fleet management system, and brings a "will-do", "can-do" attitude to provide the State of Texas a truly unique one-card solution and partnership for years to come.

Sincerely,

Brian Truman
Manager, Government Accounts
Comdata Corporation
5301 Maryland Way
Brentwood, TN 37027
btruman@comdata.com
Phone: (801) 951-7044
FAX: (801) 951-7049

Rick Eaton
Senior VP
TransMontaigne Product Services, Inc.
1670 Broadway, Suite 3100
Denver, CO 80202
reaton@transmontaigne.com
Phone: (303) 860-5301
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* (The Contractor's proposal is located in its original binder on file with the CCG staff)

Comdata Best and Final Offer #1

Additional services

COMDATA RESPONSE

Bulk Fuel - Comdata/TransMontaigne will work with the State of Texas to develop a bulk fuel solution customized to the individual State locations. We offer this additional service for many of our current customers. In order for Comdata/TMG to offer advantageous pricing more information on each facility would be required, such as, number of sites, physical locations, tank sizes, products dispensed, estimated volumes, etc. We would recommend that the State consider combining the gallons from all locations as a single purchase rather than fragmenting individual sites, therefore receiving the best price possible.

There are various methods by which Comdata can process bulk fuel transactions. Please consider the following:

1. Bulk fueling invoices per shipment can be processed through the Comdata MasterCard. Individual transaction detail for each load is accounted for in a separate process, but the bulk fuel expense is captured and consolidated within the fleet.
2. For customers that wish to capture the detail of outbound fuel spend, Comdata can install Comsite card readers at the bulk site pumps or interface to the State's existing card readers. The card reader operates much like an unattended card lock solution; only the pumps are onsite with the customer. Cardholders insert the cards into the readers, prompted data is collected and validated, and a signal is provided to activate the pump. The detail of the gallons pumped, price of fuel (as entered into the Comsite unit) and total cost is captured and provided back to the customer within the consolidated invoice file and transaction detail.
3. For customers that wish to capture the detail of outbound fuel spend, Comdata can install Comsite card readers at the bulk site pumps or interface to the State's existing card readers. The card reader operates much like an unattended card lock solution; only the pumps are onsite with the customer. Cardholders insert the cards into the readers, prompted data is collected and validated, and a signal is provided to activate the pump. The detail of the gallons pumped, price of fuel (as entered into the Comsite unit) and total cost is captured and provided back to the customer within the consolidated invoice file and transaction detail.
4. The Comdata Team works to create a complete supply chain management solution for bulk fuel implementations, and becomes the fuel supplier and inventory management experts for the fuel supply. The ComSite units or existing readers track outbound fuel expense. With this program, the bulk sites can be setup to mimic retail locations owned and operated by State of Texas, without the responsibility. In addition, the Comdata Team can work with State of Texas to incorporate the Comsite or interface with existing reader's installation expense into the cost of fuel, so the one-time capital expenditures are actually amortized over a period of "X" years.

NOTE: All fueling transactions (retail, mobile fuel, bulk, etc.) processed through Comdata funnel through to the same invoice and transaction data stream. Therefore, fuel spent through all methods for a particular vehicle or fleet of vehicles can be consolidated for fleet and expense management purposes.

Mobile fuel - Comdata currently has strategic partnerships in place and integrates with nearly 75 mobile fuel vendors throughout the United States, several being in Texas and adds vendor relationships regularly.

ComSite Equipment- The Comdata card can interface with all existing card reader manufacturers today but also carries a line of low cost-high performance brand of card readers. This is a benefit to the State for two reasons: 1. Since we are selling our own equipment the State will find the pricing very attractive compared to others. 2. The State wouldn't need to deal with a separate company or third party for equipment. Comdata installs its own card readers and there would be no need for coordination with a third party. This benefits the

State in several ways. 1. Other fleet card vendors would recommend companies to the State and then the State would need to work with the vendor they choose. With Comdata, the State would avoid those situations and worries. 2. Other card reader companies accept the Comdata card; therefore, if the State already had a card reader vendor chosen, then Comdata would coordinate with that company. Once chosen as the vendor, Comdata would work with the State on a conversion plan and timeframe that would allow a smooth transition for the State fleets.

Less Interchange Rate - We offer a greater economic benefit to the State through an interchange rate that is half of that of the competitors. This is better for merchant relations for the State and allows for the State's volume to leverage strategic supplier discounts.

Comdata/TransMontaigne Emergency Fuel Management - Several states and many private sector companies have made Comdata/TransMontaigne a part of their emergency management plans. This allows and makes available fuel to all effected parts of the state and ensures that the state and other political subdivisions will receive fuel for the first responders and other agencies who are involved in any natural disaster. This is possible because of the availability to fuel at fuel terminals, pipelines and trucking carrier assets.

Downstream Marketing/Program Expansion - Comdata has hired Tom Gustin, a State fleet card manager with 29 years of government experience, the past 12 years of which have been spent marketing a state fleet card to political subdivisions of the State of Montana, adding 340 tax exempt fleet accounts to Montana's intergovernmental fleet fueling program. He also administered the State's purchasing card and travel programs.

Comdata will dedicate this resource to actively market Texas's program to eligible agencies by working initially on a consultative basis with State of Texas staff to identify key prospective agencies. Comdata will then proactively meet one-on-one with Texas agencies and establish contact with eligible agencies via conferences hosted by such organizations as the Texas League of Cities, the Texas Association of Counties, Texas School Boards Association, Texas Sheriffs Association and Texas Association of Public Purchasing Officers.

Tom Gustin, National Account Manager, will be responsible for signing up additional State fleets and eligible tax exempt entities, including local governments and municipalities. Tom was also the chief procurement officer for fuel, energy, fleet and purchasing cards for the State of Montana and knows the government language very well. He was responsible for training all other purchasing officers on writing and evaluating RFPs for the state.

MasterCard Enhanced Merchant Data Reporting (EMR)

The State will have the ability to track purchases from socio-economic categories and other demographic profiles of the organization's merchant base with MasterCard EMR. The web-based application provides comprehensive purchasing card transaction data with regular updates that enable organizations to view and download critical data in customized formats, including:

A comprehensive merchant category profile with information on 1099 status, business owner (e.g. minority-owned, woman-owned, or disabled-owner) and whether a company is a small business, disadvantaged, or has a specific certification

Other critical data like total spend, average ticket size, industry sector spending, man-dated supplier spend and large ticket spend that can help an organization manage its purchasing operations

Reports are available as PDF files, or in files that can easily imported into a database.

EMR is refreshed on a monthly basis and merchant and transaction data are retained for a rolling 16-month period; completed reports and files are maintained on the site for 3 months. To ensure accuracy of merchant socio-economic data, EMR uses validated data on over 14 million merchants supplied by.

MasterCard has ongoing activities in place to ensure tax identification data is verified, accurate, consistent and delivered in a timely manner. MasterCard works with Acquirers to review validate and correct this information

on a quarterly basis.

MasterCard has applied to become a QPCA designated payment card organization to better serve its customers in soliciting accurate merchant data. As a QPCA, MasterCard will have the authority to act on behalf of cardholders and merchants, will undertake TIN solicitation activities, participate in the IRS TIN Matching Program and provide IRS validated merchant data wherever possible. (Please see the attached document for details on EMR and sample screen shots)

OPIS Pricing Online Tracking - Comdata's Smart Buy Fuel System gives you greater control of your fuel cost by helping you make better fuel buying decisions. With this system, you can find the best-priced stations, negotiate discounts and benchmark fuel purchases for your fleet.

The Smart Buy Fuel System displays OPIS pricing for regular unleaded gasoline and diesel, by retail station for the entire United States. Using several search options, you can obtain a list of stations by state and city or for a specific zip code, within a three, five or 10-mile radius. Your search results will show all the locations on a map and a list of locations in order by price. You can also obtain rack-to-retail margins for each location giving you key information to negotiate discounts with chains and individual stations.

Real Time authorization— State of Texas employees can view all authorized transactions in a "real-time" environment. This functionality is available online to external customers. With the online enhancement, the State will be able to view transaction authorizations, declines and settlements as they occur in the field. Various queries/reports can be generated from the data provided. If the State is concerned about an employee, the manager can watch from his computer every step of the transaction in real time by that individual.

Truck Stop and Card Lock Locations - Comdata has numerous discount programs which are offered to the State of Texas, including locations such as:

1. Pac-Pride at cost + 3
2. Pilot Oil at two cents off retail or cost +4
3. Petro Shopping Centers at three cents off retail
4. Truck Stops of America at two cents off or cost + 5
5. Ambest locations at two cents a gallon off retail
6. Speedway locations with a discount starting at one cent a gallon with opportunity to grow
7. Action Express Marts at five cents off retail
8. Quick-Fuel at cost + 6
9. Dion Oil at cost + 7
10. Jump Oil at a discount up to .015 off retail
11. Lassus Brothers Oil at three cents off

CFN Network – Comdata/MasterCard acceptance within this network is by the individual site.

Comdata has historically played a major role and will continue to play a major role in working with our clients--both fleets and merchants--to collaborate for the benefit of all. Not only does Comdata work with fleets to negotiate discounts from retailers, but Comdata also assists with negotiations for card-lock activity, bulk (terminal) fuel, on-site (mobile fuel), and truck stop activity. Comdata is truly an "out-of-the-box" provider for helping fleets to obtain and manage these types of discount relationships. Comdata manages these discount relationships in multiple ways. Comdata provides real-time transaction re-pricing activity to a manual invoice to the merchant, while managing the program and funds for both our fleets and merchants. Comdata will also try to take full advantage of our aggregated volume for the benefit of all fleet accounts. Of course, this is not always possible, but Comdata will provide a solution for individual fleets and merchants.

Purchasing Card - The State of Texas could also use the card as a purchasing card and or fuel card if they chose to do so. This function could be turned on for just agency directors or others at the will of the program manger.

Payroll Card - The card could be used as a payroll card along with a fuel card for those employees that are unbanked or for temporary employees. The card could be used just for payroll for the above as well.

Travel & Expenses - The State of Texas could use the card as a Travel and Expense card along with using it as a fuel card and maintaining all the controls and functionality that the State needs for a successfully managed fuel program.

Accelerated timelines (Tab E Project Narrative and the Proposed Work Plan and Transition Plan)

Comdata Response

Comdata can accelerate any and all timelines based on the State's desire to implement more expediently. With over 500 employees in our customer service area we can implement as quickly as desired by the State. Timelines provided in the original response were for example only. Once we have the dates from the State of when they would like to be implemented then we can back those numbers into the plan.

Timelines may be geared to the specific needs of the State, we offer tremendous flexibility in rollout and implementation and will commence immediately, identifying and taking action on the critical, time-sensitive elements. We will assign additional resources not accounted for in the original proposal.

Comdata will work within the State of Texas timeframe and can provide the State of Texas cards based on the states timeframe whether that is in 5 days or 30 days. Comdata can provide all the cards to the state within 5 business days from the time we receive the driver and vehicle information. Comdata has over 1,600 employees and 500 of them work in our service department that we can tap resources for to get the state cards, train state employees on iconnectdata.com and etc.

Our combined approach involves the creation of implementation SWAT teams, systematically divided based upon customer structure (i.e. geography, division, department, region, etc.) and led by a project manager(s). Team members are tasked with customer setup, card distribution and employee training.

The below is a sample implementation plan based on 30 days but could be adjusted to completion within 5 days if the State chooses.

ID	Task_Name	Duration	Estimated Start_Date
1	Implementation Planning/Customer Assessment	4 days	11/01/05 0:00
2	Determine Account Structure(s)	3 days	11/04/05 0:00
3	Determine Card Structure	3 days	11/04/05 0:00
4	Reporting	5 days	11/04/05 0:00
5	Marketing, Training and Rollout Strategy	7 days	11/10/05 0:00
6	Comdata Internal Account Setup	3 days	11/04/05 0:00
7	Invoicing and Payment	4 days	11/10/05 0:00
8	Reports	6 days	11/07/05 0:00
9	Rollout/Implementation of Card order process	5 days	11/02/05 0:00
10	ICConnectData (ICD) Setup	7 days	11/24/05 0:00
11	Card Ordering Process/Distribution	6 days	11/15/05 0:00
12	Daily Support and Maintenance	4 days	11/27/05 0:00
Total days		30 days	

Increased discounts (Tab M, Appendix J, Cost proposal J-3B)

Comdata Response

Comdata is pleased to increase its incentive rebate from 40 basis points to 70 basis points. Based on an estimated annual spending volume of \$22 million, this would amount to a rebate of **\$154,000** which represents

an increase of **\$11,000** over our original response. This is an estimate of fuel spend and does not include any maintenance spend which is eligible for a rebate.

Lower Costs (Tab M, Appendix J, Cost Proposal J-5)

Comdata Response

Please note that the proposed pricing is highly advantageous to the State, especially in comparison to retail pricing. On the written response to questions submitted before our oral presentation, dated September 9, 2005, wherein we provided a price for Sept 9th as requested, at a specific Shell oil location in Austin which showed the State would have been paying **18 cents below** than retail on gasoline and **12 cents** on diesel.

Then, on the follow-up questions dated October 7, 2005, the State requested pricing at 33 stations in 11 different cities based on a date from July, 2005. The pricing from our response demonstrates that the State would have again been paying **below retail** at all locations, anywhere from **.002 to .06** cents a gallon. This pricing illustrates that Comdata proposes to maximize the value of State's fuel dollar, in comparison to retail.

Besides the favorable pricing offered, the State would also receive an additional **2.5 cents** off at the more than 3,381 discount locations in Texas.

All other pricing, discounts and incentives will remain as stated.

Distinguishing Benefits for the State of Texas

Some other advantages that would directly benefit the State of Texas include these following areas:

CARD ACCEPTANCE

1. Better rural coverage and merchant relations because:
 - a. Merchant fees are about half of the competitor's proprietary card
 - b. Most widely accepted business-to-business card worldwide
 - c. Merchant receives full settlement for the transaction as Comdata applies for the taxes instead of the station or wholesaler
2. Card is universally accepted for all fuel products, enhancing the State's ability to purchase alternative fuels, such as E85 and Bio-diesel
3. Card is widely accepted at Marina and Aviation locations thus no need for dual cards.
4. Card is accepted in Mexico and Canada, thus precluding the need for dual cards or programs
5. The State of Texas can use the same card for Retail fuel as well as Bulk, On-site and Mobile fueling and receive one invoice.

MAINTENANCE PURCHASES

1. Card is widely accepted at maintenance and non-fuel locations and may be used for all fleet related purchases such as car washes, oil changes, tires, auto parts and service merchants, etc.
2. Comdata has the ability to pass Level 3 data from maintenance locations for comprehensive reporting of service, parts and labor provided
3. State is not bound by a \$75 threshold, but has the ability to have separate dollar limits for car washes, oil changes, tires, etc.
4. The Comdata card can be used as a "virtual card" for expenditures.

TAX EXEMPTION

1. Federal Excise Tax on diesel is exempted at the transaction level, not posted as a lump sum credit in the month following
2. Fuel taxes are exempted at ALL accepting merchants including independent fuel merchants
3. Comdata/TransMontaigne files for the refund, the wholesaler and merchant are not burdened with the task of documenting and filing for each tax exempt sale

ACCOUNT AND DATA MANAGEMENT TOOLS

1. Smart Buy-- an online tool showing the least expensive retail and wholesale pricing in real-time, across the state and country
2. Ability to view transactions and authorizations in real-time without having to wait 48-72 hours for a transaction to post, and immediately determine if a driver enters the wrong PIN number, swipes the card incorrectly, etc.
3. Comprehensive data capture and reporting for both vehicle cards and driver cards
4. Can interface with mobile re-fuelers to capture data from fueling at remote locations
5. Technical services support provided to "map" transaction data directly into fleet management software
6. Ability to assign General Ledger coding to transactions and map the corresponding data to the agency's financial system
7. Comdata provides 15 levels of Hierarchy and reporting

CONTROLS

1. Cards can be reassigned/moved between accounts without having to reissue plastic
2. Pre-determined controls/purchase profiles may be assigned to a single card or an entire fleet
3. Controls allow for a one-time override with automatic reset to previous levels
4. Both soft-limits and hard-limits may be applied on the same card
5. All authorizations and transactions—on-site and retail—are processed internally by Comdata for greater control and more accurate data capture, thus eliminating third party "finger-pointing"
6. Comdata process all transactions internally providing more control and accurate data

FINANCIAL INCENTIVES

1. Signing bonus of \$25,000
2. Incentive rebate of 70 basis points, based on total spend of fuel and maintenance
3. Implementation cost sharing of \$2.50/card for cards activated within 90 days of contract signing
4. Discount of \$0.025/gallon at over 3,381 retail locations
5. Discount of \$0.02/gallon at over 115 truck stops
6. Speed of pay incentive of 25 basis points for payments twice monthly, 50 basis points for daily invoice remittance

Preliminary Negotiations Response

Laura Reardon
TBPC State Asset Systems
1711 San Jacinto Boulevard
Austin, TX 78701

Ms. Reardon:

The following represents Comdata/TransMontaigne's response to the State's request for preliminary negotiations, pursuant to Appendix C, Section C.12 of RFP No. 050720-CCG-FC.

1. The following is the revised adder pricing:

OPIS Rack Price	Diesel Adder	Unleaded 87 Octane Adder
Abilene	0.3791	0.3566
Amarillo	0.3279	0.3491
Austin	0.3895	0.3533
Beaumont	0.3934	0.3719
Houston	0.3809	0.3497
Brownsville	0.3753	0.3191
Dallas	0.3858	0.3368
Waskom	0.3721	0.3530
Lubbock	0.3700	0.3540
San Antonio	0.363	0.3403

An analysis of this pricing indicates that, when adding the applicable OPIS index to the adders, the resulting pricing is **less** than the corresponding retail price. The adder is net of Federal Excise Tax and is comprised of margin, freight and other applicable taxes and fees. If the State is determined to be exempt from any other taxes, Comdata/TransMontaigne will work closely with the State to process transactions net of those taxes.

Comdata/TransMontaigne will revisit the adders on a quarterly basis to maintain advantageous pricing for the State.

As a point of clarification, the previously offered Location/Merchant discounts of 2.5-cent discount at over 3,381 sites in Texas, and 115 truck stops also offer a 2-cent discount--both of these discounts are offered in addition to the adder price stated above.

2. Incentive Rebate:

- a. Comdata is pleased to **increase** its previous incentive rebate of 70 basis points, from the Best and Final Offer, to **100 basis points**. Based on an estimated annual spending volume of \$22 million, this would amount to an annual rebate of **\$220,000** which represents an increase of **\$66,000** over our Best and Final response. The rebate will apply to the State's volume of maintenance purchases, as well, at the offered rate of 100 basis points.
- b. Further, please note that the rebate of 100 basis points offered is not contingent upon the State achieving any minimum purchase volume, nor is it tied to an average ticket or transaction size.

3. MasterCard Corporate Payment Solutions is offering a signing bonus of \$37,500, subject to the terms stated below, **which represents an increase of \$12,500 versus the previous offer.**

MasterCard Corporate Payment Solutions is pleased to offer financial incentive funding for the selection of MasterCard International as the

exclusive payment brand for the State of Texas Fleet Card program. Our offer is based on program volume as provided by the issuers.

Fleet Card - \$25MM annual spend

Based on the program volume (excludes cash advance and/or convenience check volumes), growth projections, and term of the agreement, the following Incentives have been approved.

- MasterCard Commitments:

- * 3 year proposal:
- * \$37.5 thousand of upfront support tied to annual volume achievement targets (see below)
- * 15 basis points on year 1 volume above \$25MM
- * 15 basis points on incremental volume in years 2 - 3, above the highest previous year
- * 15 basis points on incremental volume in years 4 - 5, above the highest previous year

Program Volume Requirements

The upfront support is tied to the achievement of a minimum year 1 volume of \$25 million, and the maintenance of at least that level for the remainder of the term. If the program fails to achieve the annual volume target, then the State of Texas/issuer will pay back to MasterCard a proportional amount of the initial incentive amount paid.

Quarterly and year end Management Information System (MIS) reporting for the State of Texas Fleet Card program will be required from the issuer to ensure all program requirements are being met.

This incentive will be provided to the State of Texas through the issuer for the State of Texas Fleet Card program. This incentive may already be incorporated into a MasterCard issuing bank financial incentive proposal and is contingent upon an executable agreement. The incentive will be available to the State of Texas at the beginning of the program contract date. - MasterCard.

All other terms and conditions of Comdata/TransMontaigne's previous offers are to remain as previously stated.

Sincerely,

Brian Truman, Manager – Public Sector

Tom Gustin, National Account Manager – Public Sector

Comdata/TransMontaigne

Final Negotiation Response

The following payment mechanism, discount structure and financial incentives were stated in Appendix J of the response and augmented in Comdata/TransMontaigne's response to the State's request for preliminary negotiations, pursuant to Appendix C, Section C.12 of RFP No. 050720-CCG-FC.

1. Comdata offers help with Implementation cost-sharing, and the transition from one vendor to another, with a \$2.50 a card incentive for cards that have transaction activity within 90 days of contract execution.
2. A rebate of 2.5 cents per gallon will be applied for transactions at approximately 3,300 sites in Texas, and a rebate of 2 cents per gallon will be applied at approximately 115 truck stops in Texas. Rebates will be credited on a quarterly basis. Specific locations are named in (Table 2) of this exhibit.
3. An incentive rebate of 100 basis points shall apply to the purchase of fuel and related automotive goods and services on the Comdata MasterCard, and will be paid on a quarterly basis.
4. An early pay incentive of 25 basis points will be credited on twice monthly payments; payments made on a daily basis will receive an incentive of 50 basis points.
5. MasterCard Corporate Payment Solutions is offering a signing bonus of \$37,500.
 - MasterCard Commitments:
 - * 3 year proposal: -
 - * \$37.5 thousand of upfront support
 - * 15 basis points on year 1 volume above \$25MM
 - * 15 basis points on incremental volume in years 2 - 3, above the highest previous year
 - * 15 basis points on incremental volume in years 4 - 5, above the highest previous year

6. PRICING PROCESS

TransMontaigne will invoice State of Texas PSAs (Participating State Agencies) for fuel transactions, based on the OPIS Net Average price of the nearest OPIS Rack City for the day of the transaction, per the table that follows this section, plus the applicable adder for the corresponding product. Weekends and Holiday's will be priced off of the following business day's prices. The adder is net of Federal Excise Tax and is comprised of margin, freight and all applicable taxes and fees. If the applicable taxes and fees are adjusted during the term of the contract, the adders will be adjusted to reflect the change in the rates. If the State is determined to be exempt from any additional taxes, Comdata/TransMontaigne will work closely with the State to process each transaction net of those taxes.

Comdata/TransMontaigne will work with the State of Texas to evaluate and adjust, by mutual agreement, the quoted adders on a quarterly basis. The evaluation will ensure that pricing for the State of Texas, over time, remains competitive and at or better than the average levels of retail pump price with the federal excise taxes removed in each associated rack city. The current adders have been

created based on historical market data. We will work with the State of Texas to utilize their purchasing data, (i.e. fueling locations, brands of locations, volume purchased by location, and types of fuel products purchased) over an extended period of time to accurately represent the State's purchasing profile.

Comdata/TransMontaigne will provide the State of Texas a data file that will allow the ability to run reports on all State of Texas customers that will show locations, gallons, pump price, rack price, and rack prices with adder included.

The following adder pricing shall apply:

OPIS Net Average Rack Price	Diesel Adder	Unleaded 87 Octane Adder
Abilene	0.3791	0.3566
Amarillo	0.3279	0.3491
Austin	0.3895	0.3533
Beaumont	0.3934	0.3719
Houston	0.3809	0.3497
Brownsville	0.3753	0.3191
Dallas	0.3858	0.3368
Waskom	0.3721	0.3530
Lubbock	0.3700	0.3540
San Antonio	0.363	0.3403

Locations for rack prices are determined by county, a spreadsheet of which is attached (TABLE #1). We have mapped each city within a county to the nearest OPIS city, as well as taken the designated specs for each county into account.

Should additional rebates be negotiated by the State of Texas with fuel retail locations or with maintenance facilities, the associated discounts will be taken off of invoice and not returned in the form of a rebate.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

TABLE #1 OF CONTRACT NO. 050720-CCG-FC
Contractor's Locations for rack prices by county

Texas County	Designated OPIS City	Miles From OPIS City		Texas County	Designated OPIS City	Miles From OPIS City
Anderson	DALLAS, TX	104.29		Collingsworth	AMARILLO, TX	111.92
Andrews	LUBBOCK, TX	108.5		Colorado	HOUSTON, TX	82.84
Angelina	BEAUMONT, TX	103.2		Comal	SAN ANTONIO, TX	36.16
Aransas	SAN ANTONIO, TX	161.5		Comanche	ABILENE, TX	96.85
Archer	ABILENE, TX	125.5		Concho	ABILENE, TX	88.9
Armstrong	AMARILLO, TX	47.3		Cooke	DALLAS, TX	73.21
Atascosa	SAN ANTONIO, TX	42.21		Coryell	AUSTIN, TX	96.64
Austin	HOUSTON, TX	65.83		Cottle	LUBBOCK, TX	124.75
Bailey	LUBBOCK, TX	72.1		Crane	LUBBOCK, TX	176.1
Bandera	SAN ANTONIO, TX	58.04		Crockett	ABILENE, TX	171.9
Bastrop	AUSTIN, TX	38.75		Crosby	LUBBOCK, TX	29.43
Baylor	ABILENE, TX	100.9		Culberson	LUBBOCK, TX	309.2
Bee	SAN ANTONIO, TX	94.11		Dallam	AMARILLO, TX	100.33
Bell	AUSTIN, TX	71.85		Dallas	DALLAS, TX	9.15
Bexar	SAN ANTONIO, TX	12.29		Dawson	LUBBOCK, TX	67.73
Blanco	AUSTIN, TX	52.4		De Witt	SAN ANTONIO, TX	83.98
Borden	LUBBOCK, TX	93.4		Deaf Smith	AMARILLO, TX	41.5
Bosque	DALLAS, TX	89.86		Delta	DALLAS, TX	86.15
Bowie	WASKOM, TX	89.82		Denton	DALLAS, TX	36.27
Brazoria	HOUSTON, TX	44.54		Dickens	LUBBOCK, TX	66.32
Brazos	HOUSTON, TX	96.64		Dimmit	SAN ANTONIO, TX	115.47
Brewster	LUBBOCK, TX	313.03		Donley	AMARILLO, TX	67.2
Briscoe	AMARILLO, TX	101.7		Duval	BROWNSVILLE, TX	156.1
Brooks	BROWNSVILLE, TX	108.1		Eastland	ABILENE, TX	64.59
Brown	ABILENE, TX	88.68		Ector	LUBBOCK, TX	143.62
Burleson	AUSTIN, TX	83.03		Edwards	SAN ANTONIO, TX	132.53
Burnet	AUSTIN, TX	46.43		El Paso	LUBBOCK, TX	340.87
Caldwell	AUSTIN, TX	38.41		Ellis	DALLAS, TX	36.37
Calhoun	HOUSTON, TX	136.98		Erath	DALLAS, TX	100.35
Callahan	ABILENE, TX	29.72		Falls	AUSTIN, TX	101.63
Cameron	BROWNSVILLE, TX	19.72		Fannin	DALLAS, TX	76.32
Camp	WASKOM, TX	86.5		Fayette	AUSTIN, TX	69.28
Carson	AMARILLO, TX	45.22		Fisher	ABILENE, TX	53.45
Cass	WASKOM, TX	58.45		Floyd	LUBBOCK, TX	61.26
Castro	AMARILLO, TX	64.77		Foard	ABILENE, TX	115.9
Chambers	BEAUMONT, TX	35.27		Fort Bend	HOUSTON, TX	30.96
Cherokee	WASKOM, TX	98.11		Franklin	WASKOM, TX	105.25
Childress	AMARILLO, TX	117.75		Freestone	DALLAS, TX	90.28
Clay	DALLAS, TX	126.34		Frio	SAN ANTONIO, TX	53.55
Cochran	LUBBOCK, TX	55.8		Gaines	LUBBOCK, TX	71.23
Coke	ABILENE, TX	71.05		Galveston	HOUSTON, TX	39.22
Coleman	ABILENE, TX	60.39		Garza	LUBBOCK, TX	48.1
Collin	DALLAS, TX	32.29		Gillespie	SAN ANTONIO, TX	85.82

Texas County	Designated OPIS City	Miles From OPIS City		Texas County	Designated OPIS City	Miles From OPIS City
Glass Cock	LUBBOCK, TX	137.4		Jones	ABILENE, TX	34.17
Goliad	SAN ANTONIO, TX	98.9		Karnes	SAN ANTONIO, TX	56.69
Gonzales	AUSTIN, TX	61.02		Kaufman	DALLAS, TX	37.84
Gray	AMARILLO, TX	63.76		Kendall	SAN ANTONIO, TX	40.58
Grayson	DALLAS, TX	68.72		Kenedy	BROWNSVILLE, TX	88.6
Gregg	WASKOM, TX	43.96		Kent	ABILENE, TX	84.6
Grimes	HOUSTON, TX	92.65		Kerr	SAN ANTONIO, TX	69.58
Guadalupe	SAN ANTONIO, TX	33.94		Kimble	SAN ANTONIO, TX	127.1
Hale	LUBBOCK, TX	40.29		King	LUBBOCK, TX	94.55
Hall	AMARILLO, TX	95.2		Kinney	SAN ANTONIO, TX	123.2
Hamilton	DALLAS, TX	106.85		Kleberg	BROWNSVILLE, TX	115.07
Hansford	AMARILLO, TX	89		Knox	ABILENE, TX	80.33
Hardeman	ABILENE, TX	137.9		La Salle	SAN ANTONIO, TX	97.45
Hardin	BEAUMONT, TX	32.76		Lamar	DALLAS, TX	112.89
Harris	HOUSTON, TX	15.17		Lamb	LUBBOCK, TX	52.4
Harrison	WASKOM, TX	19.11		Lampasas	AUSTIN, TX	83.4
Hartley	AMARILLO, TX	63.7		Lavaca	AUSTIN, TX	90.93
Haskell	ABILENE, TX	63.27		Lee	AUSTIN, TX	62.57
Hays	AUSTIN, TX	27.87		Leon	HOUSTON, TX	5
Hemphill	AMARILLO, TX	100.7		Liberty	BEAUMONT, TX	44.31
Henderson	DALLAS, TX	76.58		Limestone	DALLAS, TX	99.74
Hidalgo	BROWNSVILLE, TX	58.53		Lipscomb	AMARILLO, TX	135.18
Hill	DALLAS, TX	72.97		Live Oak	SAN ANTONIO, TX	78.94
Hockley	LUBBOCK, TX	34.94		Llano	AUSTIN, TX	78.29
Hood	DALLAS, TX	79.52		Loving	LUBBOCK, TX	187.3
Hopkins	DALLAS, TX	86.31		Lubbock	LUBBOCK, TX	5.37
Houston	HOUSTON, TX	119.2		Lynn	LUBBOCK, TX	31.15
Howard	LUBBOCK, TX	107.45		Madison	HOUSTON, TX	105.4
Hudspeth	LUBBOCK, TX	313.35		Marion	WASKOM, TX	40.3
Hunt	DALLAS, TX	57.11		Martin	LUBBOCK, TX	100.3
Hutchinson	AMARILLO, TX	49.32		Mason	AUSTIN, TX	103
Irion	ABILENE, TX	130.25		Matagorda	HOUSTON, TX	92.21
Jack	DALLAS, TX	102.45		Maverick	SAN ANTONIO, TX	148.38
Jackson	HOUSTON, TX	107.14		Mc Mullen	SAN ANTONIO, TX	79.75
Jasper	BEAUMONT, TX	47.67		McCulloch	ABILENE, TX	104.02
Jeff Davis	LUBBOCK, TX	319.95		McLennan	AUSTIN, TX	93.74
Jefferson	BEAUMONT, TX	9.95		Medina	SAN ANTONIO, TX	37.98
Jim Hogg	BROWNSVILLE, TX	157.2		Menard	ABILENE, TX	129.07
Jim Wells	SAN ANTONIO, TX	128		Midland	LUBBOCK, TX	119.76
Johnson	DALLAS, TX	47.85		Milam	AUSTIN, TX	75.31

Texas County	Designated OPIS City	Miles From OPIS City	Texas County	Designated OPIS City	Miles From OPIS City
Mills	AUSTIN, TX	106.45	Shackleford	ABILENE, TX	42.7
Mitchell	ABILENE, TX	69.4	Shelby	WASKOM, TX	61.74
Montague	DALLAS, TX	100.84	Sherman	AMARILLO, TX	80.4
Montgomery	HOUSTON, TX	44.44	Smith	WASKOM, TX	77.87
Moore	AMARILLO, TX	52.77	Somervell	DALLAS, TX	70.83
Morris	WASKOM, TX	84.34	Starr	BROWNSVILLE, TX	110.86
Motley	LUBBOCK, TX	88.83	Stephens	ABILENE, TX	66.4
Nacogdoches	WASKOM, TX	93.03	Sterling	ABILENE, TX	114
Navarro	DALLAS, TX	64.19	Stonewall	ABILENE, TX	60.75
Newton	BEAUMONT, TX	67.65	Sutton	ABILENE, TX	156.5
Nolan	ABILENE, TX	52.28	Swisher	AMARILLO, TX	51.6
Nueces	SAN ANTONIO, TX	144.63	Tarrant	DALLAS, TX	30.8
Ochiltree	AMARILLO, TX	109.27	Taylor	ABILENE, TX	9.11
Oldham	AMARILLO, TX	42.17	Terrell	SAN ANTONIO, TX	263.55
Orange	BEAUMONT, TX	20.45	Terry	LUBBOCK, TX	39.53
Palo Pinto	ABILENE, TX	87.9	Throckmorton	ABILENE, TX	70.05
Panola	WASKOM, TX	39.24	Titus	WASKOM, TX	97.45
Parker	DALLAS, TX	71.46	Tom Green	ABILENE, TX	96.58
Parmer	AMARILLO, TX	78.1	Travis	AUSTIN, TX	8.79
Pecos	LUBBOCK, TX	212.12	Trinity	BEAUMONT, TX	113.52
Polk	HOUSTON, TX	82.62	Tyler	BEAUMONT, TX	59.64
Potter	AMARILLO, TX	12.74	Upshur	WASKOM, TX	61.23
Presidio	LUBBOCK, TX	354.3	Upton	LUBBOCK, TX	175.3
Rains	DALLAS, TX	76.7	Uvalde	SAN ANTONIO, TX	78.3
Randall	AMARILLO, TX	14.79	Val Verde	SAN ANTONIO, TX	169.69
Reagan	ABILENE, TX	160.4	Van Zandt	DALLAS, TX	63.51
Real	SAN ANTONIO, TX	105.53	Victoria	SAN ANTONIO, TX	118.26
Red River	WASKOM, TX	130.67	Walker	HOUSTON, TX	72.12
Reeves	LUBBOCK, TX	239.97	Waller	HOUSTON, TX	45.08
Refugio	SAN ANTONIO, TX	136.44	Ward	LUBBOCK, TX	194.94
Roberts	AMARILLO, TX	76.9	Washington	HOUSTON, TX	74.18
Robertson	AUSTIN, TX	107.84	Webb	SAN ANTONIO, TX	156.91
Rockwall	DALLAS, TX	28.7	Wharton	HOUSTON, TX	67.04
Runnels	ABILENE, TX	57.65	Wheeler	AMARILLO, TX	109.14
Rusk	WASKOM, TX	60.82	Wichita	DALLAS, TX	143.55
Sabine	WASKOM, TX	102.28	Wilbarger	ABILENE, TX	154.84
San Augustine	WASKOM, TX	82.7	Willacy	BROWNSVILLE, TX	51.98
San Jacinto	HOUSTON, TX	76.25	Williamson	AUSTIN, TX	31.51
San Patricio	SAN ANTONIO, TX	137.18	Wilson	SAN ANTONIO, TX	35.32
San Saba	AUSTIN, TX	105.4	Winkler	LUBBOCK, TX	159.45
Schleicher	ABILENE, TX	134.6	Wise	DALLAS, TX	68.49
Scurry	ABILENE, TX	79.32	Wood	DALLAS, TX	90.88

Texas County	Designated OPIS City	Miles From OPIS City
Yoakum	LUBBOCK, TX	75.2
Young	ABILENE, TX	95.14
Zapata	BROWNSVILLE, TX	152.23
Zavala	SAN ANTONIO, TX	98.37

TABLE #2 OF CONTRACT NO. 050720-CCG-FC
Contractor's list of discount retail locations and truck stop locations.

Up to date documentation can be found on the Comdata website. In addition Contractor will send to the contract administrator on a quarterly basis a compact disk of the updated locations.

**AMENDMENT NO.1
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR
THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC**

The State Council on Competitive Government, hereinafter referred to as the "Council," and Comdata Corporation / TransMontaigne Product Services, Inc., hereinafter referred to as "Contractor," do hereby agree to amend the contract for Retail Fuel Card and related Services, hereinafter referred to as the "Contract," effective February 26, 2006, between the Council by and for the Texas Building and Procurement Commission ("TBPC" and "Contract Administrator") and the Contractor.

RECITALS

WHEREAS, the Council and Contractor previously entered into that certain Contract effective as of February 26, 2006; and desire to amend the Contract effective as of the execution of this amendment.

WHEREAS, accordingly, the Council and the Contractor desire to amend language in Exhibit E, Final Negotiation Response.

NOW, THEREFORE, in consideration of mutual covenants and agreements, herein contained, the Council and Contractor hereby agree to the following change in Exhibit E, Final Negotiation Response:

1. Comdata offers help with Implementation cost-sharing, and the transition from one vendor to another, with a \$2.50 a card incentive for cards that have transaction activity within 90 days 120 days of contract execution.
1. Except as amended herein, the Contract shall remain in force and effect throughout its term.

IN WITNESS WHEREOF, the parties have caused this Amendment No.1 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative.

State Council on Competitive Government

Date: April 26, 2006
By: [Signature]

**Jim Scogin
Director
State Council on Competitive Government**

Comdata Corporation

Date: April 20, 2006
By: Duan Newman *Manager, Public Sector*

**Randy Morgan
Senior Vice President & General Manager**

**AMENDMENT NO. 2
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR
THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC**

The State Council on Competitive Government (the "Council") and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractor") do hereby agree to amend the contract for retail fuel card and related services, effective February 26, 2006, between the Council, by and for the Texas Building and Procurement Commission ("TBPC" or "Contract Administrator"), and the Contractor (the "Contract").

RECITALS

WHEREAS, the Council and Contractor previously entered into the Contract and now desire to amend the Contract; and

WHEREAS, the Council and the Contractor agree that revisions to amend Table No. 1 of Exhibit E are necessary to properly reflect the Contractor's locations for rack prices by counties;

NOW, THEREFORE, the Council and Contractor hereby agree to delete Table No. 1 of Exhibit E in its entirety and substitute Table No. 1-A attached hereto and incorporated by reference herein for all purposes. Table No. 1-A is comprised of six (6) pages. Deletions are denoted by strikethrough font, and additions are in bold, underlined font.

1. Except as amended herein, the Contract shall remain in force and effect throughout its term.
2. This amendment is effective as of the date the last party signs this agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment No.2 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative.

State Council on Competitive Government

Comdata Corporation

Date: 5-30-06

Date: 5-25-06

By: [Signature]

By: [Signature]

Jim Scogin
Director

Randy Morgan
Senior Vice President & General Manager

State Council on Competitive Government

TransMontaigne Product Services, Inc.

Date: [Signature]

By: 5/23/06

Rick Eaton, Executive Vice President

TABLE No. 1-A OF CONTRACT NO. 050720-CCG-FC
Contractor's Locations for rack prices by county

Texas County	Designated OPIS City	Miles From OPIS City
Anderson	DALLAS, TX	104.29
Andrews	LUBBOCK, TX	108.5
Angelina	BEAUMONT, TX	103.2
Aransas	SAN ANTONIO, TX	161.5
Archer	ABILENE, TX	125.5
Armstrong	AMARILLO, TX	47.3
Atascosa	SAN ANTONIO, TX	42.21
Austin	HOUSTON, TX	65.83
Bailey	LUBBOCK, TX	72.1
Bandera	SAN ANTONIO, TX	58.04
Bastrop	AUSTIN, TX	38.75
Baylor	ABILENE, TX	100.9
Bee	SAN ANTONIO, TX	94.11
Bell	AUSTIN, TX	71.85
Bexar	SAN ANTONIO, TX	12.29
Blanco	AUSTIN, TX	52.4
Borden	LUBBOCK, TX	93.4
Bosque	DALLAS, TX	89.86
Bowie	WASKOM, TX	89.82
Brazoria	HOUSTON, TX	44.54
Brazos	HOUSTON, TX	96.64
Brewster	LUBBOCK, TX	313.03
Briscoe	AMARILLO, TX	101.7
Brooks	BROWNSVILLE, TX	108.1
Brown	ABILENE, TX	88.68
Burleson	AUSTIN, TX	83.03
Burnet	AUSTIN, TX	46.43
Caldwell	AUSTIN, TX	38.41
Calhoun	HOUSTON, TX	136.98
Callahan	ABILENE, TX	29.72
Cameron	BROWNSVILLE, TX	19.72
Camp	WASKOM, TX	86.5
Carson	AMARILLO, TX	45.22
Cass	WASKOM, TX	58.45
Castro	AMARILLO, TX	64.77
~~Chambers~~	~~BEAUMONT, TX~~	~~35.27~~
<u>Chambers</u>	<u>HOUSTON, TX</u>	<u>48.36</u>
Cherokee	WASKOM, TX	98.11
Childress	AMARILLO, TX	117.75
~~Clay~~	~~DALLAS, TX~~	~~126.34~~
<u>Clay</u>	<u>ABILENE</u>	<u>187.2</u>
Cochran	LUBBOCK, TX	55.8
Coke	ABILENE, TX	71.05
Coleman	ABILENE, TX	60.39
Collin	DALLAS, TX	32.29
Collingsworth	AMARILLO, TX	111.92

Colorado	HOUSTON, TX	82.84
Colorado	AUSTIN, TX	88.38
Comal	SAN ANTONIO, TX	38.16
Comanche	ABILENE, TX	96.85
Concho	ABILENE, TX	88.9
Cooke	DALLAS, TX	73.21
Coryell	AUSTIN, TX	96.64
Cottle	LUBBOCK, TX	124.75
Crane	LUBBOCK, TX	176.1
Crockett	ABILENE, TX	171.9
Crosby	LUBBOCK, TX	29.43
Culberson	LUBBOCK, TX	309.2
Dallam	AMARILLO, TX	100.33
Dallas	DALLAS, TX	9.15
Dawson	LUBBOCK, TX	67.73
De Witt	SAN ANTONIO, TX	83.98
Deaf Smith	AMARILLO, TX	41.5
Delta	DALLAS, TX	86.15
Denton	DALLAS, TX	36.27
Dickens	LUBBOCK, TX	66.32
Dimmit	SAN ANTONIO, TX	115.47
Donley	AMARILLO, TX	67.2
Duval	BROWNSVILLE, TX	156.1
Eastland	ABILENE, TX	64.59
Ector	LUBBOCK, TX	143.62
Edwards	SAN ANTONIO, TX	132.53
El Paso	LUBBOCK, TX	340.87
Ellis	DALLAS, TX	36.37
Erath	DALLAS, TX	99.36
Erath	ABILENE, TX	122.76
Falls	AUSTIN, TX	101.63
Fannin	DALLAS, TX	76.32
Fayette	AUSTIN, TX	69.28
Fisher	ABILENE, TX	53.45
Floyd	LUBBOCK, TX	61.26
Foard	ABILENE, TX	115.9
Fort Bend	HOUSTON, TX	30.96
Franklin	WASKOM, TX	105.25
Freestone	DALLAS, TX	90.28
Frio	SAN ANTONIO, TX	53.55
Gaines	LUBBOCK, TX	71.23
Galveston	HOUSTON, TX	39.22
Garza	LUBBOCK, TX	48.1
Gillespie	SAN ANTONIO, TX	85.82
Glass Cock	LUBBOCK, TX	137.4
Goliad	SAN ANTONIO, TX	98.9
Gonzales	AUSTIN, TX	61.02
Gray	AMARILLO, TX	63.76
Grayson	DALLAS, TX	68.72
Gregg	WASKOM, TX	43.96
Grimes	HOUSTON, TX	92.65
Guadalupe	SAN ANTONIO, TX	33.94

Hale	LUBBOCK, TX	40.29
Hall	AMARILLO, TX	95.2
~~Hamilton~~	~~DALLAS, TX~~	~~406.85~~
<u>Hamilton</u>	<u>ABILENE</u>	<u>124.84</u>
Hansford	AMARILLO, TX	89
Hardeman	ABILENE, TX	137.9
Hardin	BEAUMONT, TX	32.76
Harris	HOUSTON, TX	15.17
Harrison	WASKOM, TX	19.11
Hartley	AMARILLO, TX	63.7
Haskell	ABILENE, TX	63.27
Hays	AUSTIN, TX	27.87
Hemphill	AMARILLO, TX	100.7
Henderson	DALLAS, TX	76.58
Hidalgo	BROWNSVILLE, TX	58.53
Hill	DALLAS, TX	72.97
Hockley	LUBBOCK, TX	34.94
Hood	DALLAS, TX	79.52
Hopkins	DALLAS, TX	86.31
~~Houston~~	~~HOUSTON, TX~~	~~449.2~~
<u>Houston</u>	<u>WASKOM</u>	<u>148.5</u>
Howard	LUBBOCK, TX	107.45
Hudspeth	LUBBOCK, TX	313.35
Hunt	DALLAS, TX	57.11
Hutchinson	AMARILLO, TX	49.32
Irion	ABILENE, TX	130.25
~~Jack~~	~~DALLAS, TX~~	~~402.45~~
<u>Jack</u>	<u>ABILENE</u>	<u>103.45</u>
Jackson	HOUSTON, TX	107.14
Jasper	BEAUMONT, TX	47.67
Jeff Davis	LUBBOCK, TX	319.95
Jefferson	BEAUMONT, TX	9.95
Jim Hogg	BROWNSVILLE, TX	157.2
Jim Wells	SAN ANTONIO, TX	128
Johnson	DALLAS, TX	47.85
Jones	ABILENE, TX	34.17
Kaufman	DALLAS, TX	37.84
Kendall	SAN ANTONIO, TX	40.58
Kenedy	BROWNSVILLE, TX	88.6
Kent	ABILENE, TX	84.6
Kerr	SAN ANTONIO, TX	69.58
Kimble	SAN ANTONIO, TX	127.1
King	LUBBOCK, TX	94.55
Kinney	SAN ANTONIO, TX	123.2
Kieberg	BROWNSVILLE, TX	115.07
Knox	ABILENE, TX	80.33
La Salle	SAN ANTONIO, TX	97.45
Lamar	DALLAS, TX	112.89
Lamb	LUBBOCK, TX	52.4
Lampasas	AUSTIN, TX	83.4
Lavaca	AUSTIN, TX	90.93
Lee	AUSTIN, TX	62.57

Leon	HOUSTON, TX	5
Leon	DALLAS, TX	123.24
Liberty	BEAUMONT, TX	44.34
Liberty	HOUSTON, TX	42.12
Limestone	DALLAS, TX	99.74
Lipscomb	AMARILLO, TX	135.18
Live Oak	SAN ANTONIO, TX	78.94
Llano	AUSTIN, TX	78.29
Loving	LUBBOCK, TX	187.3
Lubbock	LUBBOCK, TX	5.37
Lynn	LUBBOCK, TX	31.15
Madison	HOUSTON, TX	105.4
Marion	WASKOM, TX	40.3
Martin	LUBBOCK, TX	100.3
Mason	AUSTIN, TX	103
Matagorda	HOUSTON, TX	92.21
Maverick	SAN ANTONIO, TX	148.38
Mc Mullen	SAN ANTONIO, TX	79.75
McCulloch	ABILENE, TX	104.02
McLennan	AUSTIN, TX	93.74
Medina	SAN ANTONIO, TX	37.98
Menard	ABILENE, TX	129.07
Midland	LUBBOCK, TX	119.76
Milam	AUSTIN, TX	75.31
Mills	AUSTIN, TX	106.45
Mitchell	ABILENE, TX	69.4
Montague	DALLAS, TX	100.84
Montgomery	HOUSTON, TX	44.44
Morris	WASKOM, TX	84.34
Motley	LUBBOCK, TX	88.83
Nacogdoches	WASKOM, TX	93.03
Navarro	DALLAS, TX	64.19
Newton	BEAUMONT, TX	67.65
Nolan	ABILENE, TX	52.28
Nueces	SAN ANTONIO, TX	144.63
Ochiltree	AMARILLO, TX	109.27
Oldham	AMARILLO, TX	42.17
Orange	BEAUMONT, TX	20.45
Palo Pinto	ABILENE, TX	87.9
Panola	WASKOM, TX	39.24
Parker	DALLAS, TX	71.46
Parmer	AMARILLO, TX	78.1
Pecos	LUBBOCK, TX	212.12
Polk	HOUSTON, TX	82.62
Polk	BEAUMONT, TX	86.96
Potter	AMARILLO, TX	12.74
Presidio	LUBBOCK, TX	354.3
Rains	DALLAS, TX	76.7
Randall	AMARILLO, TX	14.79
Reagan	ABILENE, TX	160.4
Real	SAN ANTONIO, TX	105.53
Red River	WASKOM, TX	130.67

Reeves	LUBBOCK, TX	239.97
Refugio	SAN ANTONIO, TX	136.44
Roberts	AMARILLO, TX	76.9
Robertson	AUSTIN, TX	107.84
Rockwall	DALLAS, TX	28.7
Runnels	ABILENE, TX	57.65
Rusk	WASKOM, TX	60.82
Sabine	WASKOM, TX	102.28
San Augustine	WASKOM, TX	82.7
San Jacinto	HOUSTON, TX	76.25
San Jacinto	BEAUMONT, TX	106.35
San Patricio	SAN ANTONIO, TX	137.18
San Saba	AUSTIN, TX	105.4
Schleicher	ABILENE, TX	134.6
Scurry	ABILENE, TX	79.32
Shackleford	ABILENE, TX	42.7
Shelby	WASKOM, TX	61.74
Sherman	AMARILLO, TX	80.4
Smith	WASKOM, TX	77.87
Somervell	DALLAS, TX	70.83
Starr	BROWNSVILLE, TX	110.86
Stephens	ABILENE, TX	66.4
Sterling	ABILENE, TX	114
Stonewall	ABILENE, TX	60.75
Sutton	ABILENE, TX	156.5
Swisher	AMARILLO, TX	51.6
Tarrant	DALLAS, TX	30.8
Taylor	ABILENE, TX	9.11
Terrell	SAN ANTONIO, TX	263.55
Terry	LUBBOCK, TX	39.53
Throckmorton	ABILENE, TX	70.05
Titus	WASKOM, TX	97.45
Tom Green	ABILENE, TX	96.58
Travis	AUSTIN, TX	8.79
Trinity	BEAUMONT, TX	113.52
Tyler	BEAUMONT, TX	59.64
Upshur	WASKOM, TX	61.23
Upton	LUBBOCK, TX	175.3
Uvalde	SAN ANTONIO, TX	78.3
Val Verde	SAN ANTONIO, TX	169.69
Van Zandt	DALLAS, TX	63.51
Victoria	SAN ANTONIO, TX	118.26
Walker	HOUSTON, TX	72.12
Waller	HOUSTON, TX	45.08
Ward	LUBBOCK, TX	194.94
Washington	HOUSTON, TX	74.18
Washington	AUSTIN, TX	89.38
Webb	SAN ANTONIO, TX	156.91
Wharton	HOUSTON, TX	67.04
Wheeler	AMARILLO, TX	109.14
Wichita	DALLAS, TX	443.55
Wichita	ABILENE, TX	152.59

Wilbarger	ABILENE, TX	154.84
Willacy	BROWNSVILLE, TX	51.98
Williamson	AUSTIN, TX	31.51
Wilson	SAN ANTONIO, TX	35.32
Winkler	LUBBOCK, TX	159.45
Wise	DALLAS, TX	68.49
Wood	DALLAS, TX	90.88
Yoakum	LUBBOCK, TX	75.2
Young	ABILENE, TX	95.14
Zapata	BROWNSVILLE, TX	152.23
Zavala	SAN ANTONIO, TX	98.37

**AMENDMENT NO. 3
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR
THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC**

The State Council on Competitive Government (the "Council") and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractor") do hereby agree to amend the contract for retail fuel card and related services, effective February 26, 2006, between the Council, by and for the Texas Building and Procurement Commission ("TBPC" or "Contract Administrator"), and the Contractor (the "Contract").

RECITALS

WHEREAS, the Council and Contractor previously entered into the Contract and now desire to amend the Contract; and

WHEREAS, the Council and the Contractor agree that revisions to the adder pricing in the Preliminary Negotiations Response and in Section 6 PRICING PROCESS of the Final Negotiation Response of Exhibit E are necessary to properly reflect the **\$.001 Leaking Underground Storage Tank (LUST) Trust Fund tax and the State's tax profile; and**

WHEREAS, the Council and the Contractor agree that if fuel is purchased outside the State of Texas the State will be invoiced pump price minus any federal excise taxes and any additional applicable excise taxes; and

WHEREAS, the Council and the Contractor agree to further amend Exhibit E, Final Negotiated Response with respect to the \$2.50 per activated card incentive; and

NOW, THEREFORE, the Council and Contractor hereby amend the Contract as follows:

1. The parties agree to delete the adder pricing of Exhibit E in its entirety and substitute Table No. 2-A attached hereto and incorporated by reference herein for all purposes. Table No. 2-A is comprised of one (1) page. Deletions are denoted by strikethrough font, and additions are in bold, underlined font.
2. The parties further agree that, in the event the Contractor signs and returns this amendment to the Council by June 12, 2006, the adder pricing in Table No. 2-A shall be in effect as of the billing cycle commencing May 1, 2006; provided however, that should the Contractor return the signed amendment after June 12, 2006, the adder pricing in Table No. 2-A shall be in effect as of the next billing cycle.
3. The parties agree that the any invoicing for fuel purchased while traveling outside the state of Texas will be invoiced at the rate of pump price minus any federal excise taxes and any additional applicable excise taxes.
4. The parties agree to expand the number of days within which the State is eligible to receive a \$2.50 per card incentive for new cards with transaction activity from 120 days as stated in Amendment # 1 to 150 days.

5. Except as amended herein, the Contract shall remain in force and effect throughout its term.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative.

State Council on Competitive Government

Comdata Corporation

Date: **"EXECUTED 6-13-2006"**

Date: _____

By: _____

**Wayne Roberts, Chair Designee
Office of the Governor
State Council on Competitive Government**

By: _____

**Randy Morgan
Senior Vice President & General
Manager**

TransMontaigne Product Services, Inc.

Date: _____

By: _____

Rick Eaton, Executive Vice President

TABLE No. 2-A OF CONTRACT NO. 050720-CCG-FC
Contractor's Revised Adders

OPIS Net Average Rack Price	Diesel Adder	Unleaded 87 Octane Adder	Diesel Adder	Unleaded 87 Octane Adder
		~~0.3566~~	~~0.3289~~	~~0.3576~~
Abilene	~~0.3704~~	~~0.3566~~	<u>0.3801</u>	<u>0.3576</u>
Amarillo	~~0.3279~~	~~0.3494~~	<u>0.3289</u>	<u>0.3501</u>
Austin	~~0.3895~~	~~0.3533~~	<u>0.3905</u>	<u>0.3543</u>
Beaumont	~~0.3934~~	~~0.3719~~	<u>0.3944</u>	<u>0.3729</u>
Houston	~~0.3809~~	~~0.3497~~	<u>0.3819</u>	<u>0.3507</u>
Brownsville	~~0.3753~~	~~0.3494~~	<u>0.3763</u>	<u>0.3201</u>
Dallas	~~0.3858~~	~~0.3368~~	<u>0.3868</u>	<u>0.3378</u>
Waskom	~~0.3724~~	~~0.3530~~	<u>0.3731</u>	<u>0.3540</u>
Lubbock	~~0.3700~~	~~0.3540~~	<u>0.3710</u>	<u>0.3550</u>
San Antonio	~~0.363~~	~~0.3403~~	<u>0.364</u>	<u>0.3413</u>

AI-3644

14.A.11.

**STANDING ITEM-Juvenile Justice Center Substantial Completion
CC REGULAR**

Date: 05/01/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting approval of a "Certificate of Substantial Completion" as submitted by contractor, Descon Construction, LP, and reviewed by project architect V-A Architecture, reflecting the substantial completion date of May 1, 2007 for the "**Judge Mario E. Ramirez, Jr. Juvenile Justice Center**" for Hidalgo County. **C-05-007-08-02**

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/27/2007 11:47 AM	APRV
2	Budget & Management	Dina Trevino	04/27/2007 03:02 PM	APRV
3	Auditor's Office	Linda Fong	04/28/2007 12:15 PM	APRV
4	Court Administrator			NEW

Form Started By: Rocio Villarreal

Started On: 04/25/2007 02:37 PM

Final Approval Date:

AI-3643

14.A.12.

STANDING ITEM-New Adult Probation Office-Descon Construction withhold retainage.

CC REGULAR

Date: 05/01/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for consideration, discussion, acceptance, and approval to authorize the County Auditor to withhold \$1,307.00 (Administrative fee of \$57.00 and penalty of \$1,250.00) from the Hidalgo County Adult Probation Facility retainage account, contracted vendor, Descon Construction L.P., for the reimbursement to Hidalgo County for the cost associated with asbestos abatement.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1301-206-00-000-001-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

ret. acct#7-1301-206-00-000-001-0-000 amount still available \$25,000.00

Attachments

Link: [Agenda Item on 3/13/07](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/27/2007 11:45 AM	APRV
2	Budget & Management	Dina Trevino	04/27/2007 03:00 PM	APRV
3	Dale Kennan	Dale Kennan	04/27/2007 03:43 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 12:18 PM	APRV
5	Court Administrator			NEW

Form Started By: Rocio Villarreal

Started On: 04/25/2007 02:34 PM

Final Approval Date:

AI-2852

18.E.

Demolition/Renovation for Hidalgo County Adult Probation Facility

CC REGULAR

Date: 03/13/2007**Submitted By:** Rosie Luna, SAFETY/WORKERS' COMP. DIVISION**Submitted For:** Roy Quintanilha**Department:** SAFETY/WORKERS' COMP. DIVISION**Agenda Area:** Budget and Management**Agenda Item****CAPTION**

Safety Division:

1. Discussion, consideration and approval authorizing County Auditor to issue a manual check in the amount of \$57.00 to the Texas Department of State Health Services, Remittance# ZZ112-178/2006031701 to pay for Hidalgo County Adult Probation Facility Demolition / Renovation Notification # 2006031701.

2. Discussion, consideration and approval authorizing County Auditor to issue a manual check in the amount of \$1,250.0057.00 to the Texas Department of State Health Services,

BACKGROUND

The above mentioned payments are an administrative penalty incurred for failure to pay the registration fee for the Asbestos Abatement notification for the former Sheriff's Department now the new Probation Dept. to be paid from account number 7-1301-423-20-320-017-0-720

Revenue & Expenditures**Attachments***No file(s) attached.*

		Form Routing/Status		
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/06/2007 04:17 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	03/08/2007 12:07 PM	APRV
3	Dina Trevino	Dina Trevino	03/09/2007 02:58 PM	APRV
4	Damaris San Miguel	Damaris San Miguel	03/09/2007 03:41 PM	APRV
5	Purchasing Department	Marty Salazar	03/09/2007 03:54 PM	APRV
6	Auditor's Office	Linda Fong	03/10/2007 11:52 AM	APRV
7	Court Administrator	Monica Badillo	03/16/2007 12:40 PM	APRV

Form Started By: Rosie Luna**Started On:** 03/06/2007 03:51 PM**Final Approval Date:** 03/16/2007

AI-3642

14.A.13.

1 Yr Extension w/ Speed Shore Corporation
CC REGULAR

Date: 05/01/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting authority to exercise the additional one year extension as provided in current contract for "Equipment Operator Training" for Hidalgo County, under the same rates, terms and conditions with Speed Shore Corporation with an effective date of 05/30/07 to 05/29/08.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Speed Shore 1 Yr. Ext.](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/27/2007 11:45 AM	APRV
2	Budget & Management	Dina Trevino	04/27/2007 03:00 PM	APRV
3	Auditor's Office	Linda Fong	04/28/2007 12:19 PM	APRV
4	Court Administrator			NEW

Form Started By: Rocio Villarreal

Started On: 04/25/2007 02:33 PM

Final Approval Date:



April 26, 2007

PURCHASING DEPARTMENT

County Of Hidalgo

Jack Pettyjohn, Training Manager
Speed Shore Corporation
3330 So. Sam Houston Pkwy E.
Houston, Texas 77047

Via Fax (713) 943-8483

Re: C-06-097-05-30 "Equipment Operator Training"

Dear Mr. Pettyjohn:

Please be advised, Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, May 1, 2007 to exercise the option to extend the contract for a one (1) year period (as stated in the current contract Specifications, Requirements and Other Terms & Conditions). Commencement date (if approved) will become effective as of May 30, 2007. Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Purchasing Department by no later than, Monday, April 30, 5:00 p.m., via facsimile to (956) 956-318-2629.

_____ Yes, I hereby agree to extend the (1) one year extension of the contract under the same rates, terms, and conditions.

Comments (If any):

Company: Speed Shore Corporation

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

AI-3649

14.A.14.

Regular Agenda
CC REGULAR

Date: 05/01/2007
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Agenda Item

CAPTION

Requesting authority to purchase computer equipment and peripherals from State Awarded vendors through our participation with TBPC Cooperative Purchasing Program for the following:

Department Information Resource -

HIDTA-Dell Marketing (DIR-SDD-192) Requisition No. 109195 for the total of \$11,662.80

COUNTY COURT AT LAW #3-Dell Marketing (DIR-SDD-192) Requisition No. 109577 for the total of \$6,765.05

INFORMATION TECHNOLOGY-CDW Government (DIR-SDD-223) Requisition No. 109251 for the total of \$6,400.00

INFORMATION TECHNOLOGY-Calence LLC (DIR-SDD-236) Requisition No. 109505 for the total of \$12,238.00

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: Various-See Attachment

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

HIDTA- 1291-412-00-270-002-0-745 Available Balance as of 4-27-07 \$8,000.00;

1291-412-00-270-003-6-745 Available Balance as of 4-27-07 \$5,396.58

County Court @ Law #3- 1243-412-00-023-002-0-661 1243-412-00-023-002-0-745 LIT for CC #3 in the amount of \$8,000.00 to cover the requisition #109577 (refer to AI 3573 for 5-1-07).

IT Dept- 1100-415-00-200-002-0-667 Available Balance as of 4-27-07 \$8,961.03

IT Dept- 1334-415-00-200-004-0-747 Available Balance as of 4-27-07 \$12,238.00

Attachments

Link: [Computer Equipment](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/27/2007 11:41 AM	APRV
2	Budget & Management	Dina Trevino	04/27/2007 03:03 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/27/2007 03:57 PM	APRV
4	Dina Trevino	Dina Trevino	04/27/2007 04:19 PM	APRV
5	Auditor's Office			PEND
6	Court Administrator			

Form Started By: Matilde Faz

Started On: 04/25/2007 03:07 PM

Final Approval Date:

Requisition

Req # 00109195

PO #

Date: 04/19/07

*Regular
Agenda
3649
5/01/07*

Vendor: 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800) 433-9527

Bill To: x
x

Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact: DORA L. MUNOZ
956-381-0444

Contract No:

Special Instructions:

119

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
6	EACH	LATITUDE D620, INTEL CORE 2 DUO T5500,1.66GH,2ML2 CACHE, DUAL CORE (222-6945) (QUOTE #359621854)	1,840.57	11,043.42
6	EACH	ACROBAT 8.0 STD REQUIRES OFFICE BUNDLE, NO REFUNDS W O SYSTEM RETURN (A0797676)	40.94	245.64
6	EACH	US-DELL COMBINATION AUTO/AIR POWER FOR LATITUDE D, CUSTOMER KIT (310-7701) / SKU A0797676 IS PART OF OFFICE BUNDLE, NO REUTNES CREDITS WITHOUT SYSTEM RETURN (A0818822)	62.29	373.74
		Account No	Encumbrance	
		7-1291-412-00-270-002-0-745	6,266.22	
		7-1291-412-00-270-003-6-745	5,396.58	
			Freight	.00
			Total	11,662.80
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00109577

PO #

Date: 04/25/07

Bill To: x
 x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: COUNTY COURT AT LAW #3
100 N. CLOSER, 3RD FL
EDINBURG TX 78539

Contact: Lydia
956-318-2385

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
5	EACH	Probate Court- Quote # 361017533 DO NOT DUPLICATE ORDER OPTIPLEX 745 ULTRA SMALL FORM FACTOR, PENTUIM D 925/3.00GHz <u>Account No</u>	1,353.01 <u>Encumbrance</u> Freight Total	6,765.05 .00 6,765.05
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00109251

PO #

Date: 04/20/07

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: RUBEN
956-292-7010

Contract No: DIR SDD 290

Special Instructions:
200407-01

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
20	EACH	IT DEPT - STAN; QUOTE# GBV0845 DTD 18APR07 DO NOT DUPLICATE ORDER MS GSA OFC. PRO PLUS 2007 (1068836) Account No 7-1100-415-00-200-002-0-667 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	320.00 <u>Encumbrance</u> 6,400.00 Freight Total	6,400.00 6,400.00

Authorized By: _____

Requisition

Req # 00109505

PO #

Date: 04/25/07

Bill To: x
x

Vendor: 327913
CALENCE LLC
1560 WEST FOUNTAINHEAD PARKWAY
2ND FLOOR
TEMPE AZ 85282
FAX (480)212-7400

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

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE 030107HIDCO-LS DIR-SDD-235 DO NOT DUPLICATE ORDER		
500	EACH	Lightspeed Total Traffic Control Site Licence for 500 Nodes	8.00	4,000.00
2	EACH	Onsite training for 2 days	1,800.00	3,600.00
1	EACH	Installation and Configuration	4,638.00	4,638.00
		Account No	Encumbrance	
		7-1334-415-00-200-004-0-747	12,238.00	
			Freight	.00
			Total	12,238.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
<i>(Janice Lopez) OK'd to use this obj. code as per (Liz Law. + Mr. Alonzo)</i> <i>all under code 747. 4/25/07 3:26 pm.</i>				

Authorized By: _____

AI-3479

14.B.1.

Pct. 1-Recind/Amend-Aid to Construction Contract-Magic Valley Co-op(Mi 51/2 W Rd & 11 N Rd)

CC REGULAR

Date: 05/01/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Agenda Item

CAPTION

A. Presentation for consideration, discussion acceptance and approval to **"Rescind"** "Aid to Construction Contract" as approved by Commissioner's Court on 04/03/07 to provide **"Utility Construction to Enable Electric Power to two (2) Flashing Beacon Lights" for (Mile 5 1/2 West Road & 11 North Road)** within **Hidalgo County Precinct No. 1** with Magic Valley Cooperative in the amount of **\$ 2,831.95** ;

B. Requesting approval of an "Aid to Construction Contract" to provide **"Utility Construction to Enable Electric Power to two (2) Flashing Beacon Lights" for (Mile 5 1/2 West Road & 11 North Road)** within **Hidalgo County Precinct No. 1** with Magic Valley Cooperative in an amount not to exceed **\$ 3,435.14** with authority for County Judge or Court Member to execute the necessary document.

BACKGROUND

Amended Aid to Construction Contract

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1201-431-00-121-005-0-439

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$2,831.95 available P.O. # 583058 balance as of 04/25/2007

\$1,880.26 available account balance as of 04/25/2007

Attachments

Link: Pct. 1-Recind/Amend-Aid to Construction Contract-Magic Valley Co-op(Mi 51/2 W Rd & 11 N Rd)

Link: Pct. 1-Recind/Amend-Aid to Construction Contract-Magic Valley Co-op(Mi 51/2 W Rd & 11 N Rd)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/25/2007 11:55 AM	APRV
2	Budget & Management	Dina Trevino	04/25/2007 04:53 PM	APRV
3	Sergio Cruz	Sergio Cruz	04/25/2007 05:36 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 12:23 PM	APRV
5	Court Administrator			NEW

Form Started By: Letty Saenz

Started On: 04/16/2007 04:54 PM

Final Approval Date:

Aid to Construction

To : Hidalgo Acct : Date : 4 - 13 - 2007

Site : Customer Tele :

From : Magic Valley Electric Cooperative (MVEC)
1 1/4 Mile West Hwy 83
PO Box 267
Mercedes, TX 78570-0267

MVEC Fax : (956) 565 - 6931

MVEC Tele : (866) 225 - 5683

% Vincent Pena - (Field Representative II)
or Alma Portillo - (Engineering Aide)
or Janice Villarreal - (Engineering Aide)

Field Rep. Cell :

Eng. Aide Tele : (956) 514 - 1200

Customer : Hidalgo

Residential / Commercial Sale Taxes

Residential in city (only city tax)

Residential in county (no sale tax)

Commercial in city (city tax + state tax = total tax)

Commercial in county (6.25% = only state tax)

Description : Retire / install facilities for electrical power or relocation

Account :	108.80 Retire	107.21 Install	State Tax	City Tax	Totals
Labor :	\$ 668.71 +	\$ 2,153.36		= \$	2,822.07
Overhead :	\$ 200.61 +	\$ 646.01		= \$	846.62
Material :		+ \$ 1,396.45		= \$	1,396.45
Transformer :		+ \$ 370.00		= \$	370.00
Allowance :	\$ (319.89) +	\$ (1,680.11)		= \$	(2,000.00)
Sub-total :	\$ 549.43 +	\$ 2,885.71		= \$	3,435.14
Taxes :		\$ 0.00 +	\$ 0.00	= \$	-
Total Aid :	\$ 549.43 +	\$ 2,885.71 +	\$ 0.00 +	\$ 0.00 =	\$ 3,435.14

Magic Valley Electric Cooperative has estimated the "total aid" in excess of the Cooperative's obligation or allowance. This total aid is the aid to construction which is non-refundable. The customer shall pay the total aid prior to the commencement of our construction; and when we receive the payment, we will schedule your job for construction. Please return this fax or notify us with your approval. If you approve, we will send an invoice and invoice cost figures are applicable for 90 days. If the customer requests underground facilities, please follow our underground guidelines and provide the conduit system which includes the trench, conduit with pull-string, and backfill. Also, notify us when the underground conduit system is complete. Contact us if you have any questions and we thank you for your cooperation.

Sincerely,
Vincent Pena

Field Representative II)

Customer
signature (optional)

C-07-167A-04-03

Aid to Construction

To : Hidalgo County

Date : 8 - 08 - 2006

Mile 5 1/2 W Rd & 11 N Rd

Customer Tele :

From : Magic Valley Electric Cooperative (M.V.E.C.)
 1 1/4 Mile West Hwy 83
 PO Box 267
 Mercedes, TX 78570-0267

M.V.E.C. Fax : (956) 565 - 6931

M.V.E.C. Tele : (866) 225 - 5683

% Vincent Pena - (Field Representative II)
 or Alma Portillo - (Engineering Aide)
 or Janice Villarreal - (Engineering Aide)

Field Rep. Cell :

Eng. Aide Tele : (956) 514 - 1200

Customer : 0 Hidalgo County

Residential / Commercial Sale Taxes
 Residential in city (only city tax)
 Residential in county (no sale tax)
 Commercial in city (city tax + state tax = total tax)
 Commercial in county (6.25% = only state tax)

Description : Retire and install facilities for electrical power :

Account :	108.80 Retire	107.21 Install	State Tax	City Tax	Totals
Labor :	\$ 824.55 +	\$ 1,627.22			\$ 2,451.77
Overhead :	\$ 247.37 +	\$ 488.16			\$ 735.53
Material :		+ \$ 1,274.65			\$ 1,274.65
Transformer :	\$ 0.00 +	\$ 370.00			\$ 370.00
Allowance :	\$ (443.68) +	\$ (1,556.32)			\$ (2,000.00)
Sub-total :	\$ 628.24 +	\$ 2,203.71			\$ 2,831.95
Taxes :		\$ 0.00 +	\$ 0.00		\$ -
Total Aid :	\$ 628.24 +	\$ 2,203.71 +	\$ 0.00 +	\$ 0.00	\$ 2,831.95

Magic Valley Electric Cooperative has estimated the "total aid" in excess of the Cooperative's obligation or allowance. This total aid is the aid to construction which is non-refundable. The customer shall pay the total aid prior to the commencement of our construction; and when we receive the payment, we will schedule your job for construction. Please return this fax or notify us with your approval. If you approve, we will send an invoice and invoice cost figures are applicable for 90 days. If the customer requests underground facilities, please follow our underground guidelines and provide the conduit system which includes the trench, conduit with pull-string, and backfill. Also, notify us when the underground conduit system is complete. Contact us if you have any questions and we thank you for your cooperation.

Sincerely,
 Vincent Pena - (Field Representative II)

Customer
 signature (if necessary)

AI-3612

14.B.2.

Pct. 1-Invoice No. 0704-Rodriguez Engineering-C-06-217-07-18

CC REGULAR

Date: 05/01/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 0704 in the amount of \$3,452.33 submitted by Rodriguez Engineering with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-06-217-07-18 (PO # 583993) for "Various R&B and C.I.P. Projects: Champion Lane (from Sities Road North to Champion Road)"

BACKGROUND

INVOICE NO. 0704

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-121-041-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available in PO# 583993 is \$4,603.18 as of 4/26/07.

Attachments

Link: Pct. 1-Invoice No. 0704-Rodriguez Engineering-C-06-217-07-18

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/26/2007 01:04 PM	APRV
2	Budget & Management	Dina Trevino	04/26/2007 03:05 PM	APRV
3	Dale Kennan	Dale Kennan	04/26/2007 04:11 PM	APRV
4	Auditor's Office	Becky Morales	04/30/2007 09:11 AM	APRV
5	Joy Hsu			PEND
6	Court Administrator			

Form Started By: Letty Saenz

Started On: 04/24/2007 03:01 PM

Final Approval Date:

RODRIGUEZ ENGINEERING

CONSULTING ENGINEER/SURVEYOR

DATE: April 25, 2007

Invoice No. 0704

Project: PO 583993

Owner: Hidalgo County Precinct No. 1

Location: Champion Lane (from Sities Road north to Champion Road)

Engineering Services rendered for Preliminary and Design Phase for the above referenced Project:

Contract Amount:	\$ 4,603.10
Preliminary Phase (25%):	\$ 1,150.78
Design Fee (50%):	\$ 2,301.55
Amount Due Now:	\$ 3,452.33

APPROVED FOR BILLING: 

7-1336-431-00-121-041-0-731
Po 583993

INVOICE RECEIVED BY
 ON 4/24/07
GOODS/SERVICES RECEIVED BY
 OFF 4/24/07



AI-3607

14.B.3.

Pct. 1-Work Auth #6-Rodriguez Engineering-C-06-217-0718

CC REGULAR

Date: 05/01/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Agenda Item

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #6 in the amount of \$108,296.15 with RODRIGUEZ ENGINEERING for "Mile 12 from (FM 88 to Mile 6) and for Mile 13 1/2 from (FM 1015 to Mile 6)" -Hidalgo County Precinct No. 1,in connection with Contract No. C-06-217-07-18.

BACKGROUND

WORK AUTHORIZATION NO. 6

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-121-041-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$3,659,372.66 as of 4/25/07.

Attachments

Link: [Pct. 1-Work Auth #6-Rodriguez Engineering-C-06-217-0718](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/24/2007 04:19 PM	APRV
2	Budget & Management	Dina Trevino	04/25/2007 09:26 AM	APRV
3	Dale Kennan	Dale Kennan	04/25/2007 10:46 AM	APRV
4	Auditor's Office	Becky Morales	04/30/2007 09:06 AM	APRV
5	Joy Hsu			PEND
6	Court Administrator			

Form Started By: Letty Saenz

Started On: 04/24/2007 10:34 AM

Final Approval Date:

HIDALGO COUNTY

Professional Engineering Services
Contract # C-06-217-07-18
Work Authorization Form

WORK AUTHORIZATION NO. 6

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section 1.A. of the **Agreement** made by and between the **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Rodriguez Engineering, professional engineer of Edinburg, Texas, hereinafter called the "**Engineer**".

PART 1 Scopes Of Work. The purpose of this Work Authorization is to provide Engineering design plans along with construction staking for Mile 12 from (FM 88 to Mile 6) and for Mile 13 ½ from (FM 1015 to Mile 6).

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A"**
- *Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B"**
- *Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is **\$ 108,296.15**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the **Agreement**.

PART 4. Funding. This Work Authorization No. 6 shall be funded through funding source: Account No. - 7 - 1336 - 431 - 00 - 121 - 041 - 0 - 731 Requisition Number _____

PART 5. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of work authorization.

PART 6. Responsibilities and Obligations. This Authorization does not waive the parties' responsibilities and obligations provided under this **Agreement**.

PART 7. Acknowledgement and Confirmation. Acknowledgement and confirmation by Hidalgo County Precinct No. 1. Commissioner Sylvia Handy as to content and detail of this Work Authorization No. 6.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1

BY: _____

PART 8. Acceptance and Approval. This Work Authorization is hereby accepted approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2007.

THE ENGINEER:
Rodriguez Engineering

THE OWNER:
HIDALGO COUNTY


By: Leo Rodriguez

By: Juan D. Salinas III County Judge
Or presiding Officer

ATTEST:

By: Arturo Guajardo, Jr. County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" – Service to be Provided by the Owner
ATTACHMENT "B" – Services to be provided by the Engineer
ATTACHMENT "C" – Work Schedule
ATTACHMENT "D" – Cost Proposal

RODRIGUEZ ENGINEERING**CONSULTING ENGINEER/SURVEYOR****Construction Cost Estimate:**

Project: Paving Improvement

Owner: Hidalgo County Precinct No. 1

Location: Mile 13 ½ (from FM 1015 to Mile 6)

Type of Estimate: Engineer's Estimate

Estimator: Leo Rodriguez P.E./R.P.L.S.

Item:	Description:	Unit:	Quantity:	Unit Cost:	Total:
1	Subgrade Excavation	CY	16,427	3.50	\$ 57,494.50
2	8" Caliche Base	SY	49,280	7.00	\$ 344,960.00
3	2" Hot Mix (Includes Prime)	SY	42,240	7.25	\$ 306,240.00
4	EN-1 (Emulsion)	GAL	372	59.00	\$ 21,948.00
5	Bar Ditch Excavation	LF	31,680	2.50	\$ 79,200.00
6	Stripping	LF	15,480	0.15	\$ 2,376.00

Estimated Construction Cost: \$ 812,218.50

Engineering Fees: \$ 81,221.85



RODRIGUEZ ENGINEERING**CONSULTING ENGINEER/SURVEYOR**

Construction Cost Estimate:

Project: Paving Improvement

Owner: Hidalgo County Precinct No. 1

Location: Mile 12 (from FM 88 to Mile 6)

Type of Estimate: Engineer's Estimate

Estimator: Leo Rodriguez P.E./R.P.L.S.

Item:	Description:	Unit:	Quantity:	Unit Cost:	Total:
1	Subgrade Excavation	CY	5,476	3.50	\$ 19,166.00
2	8" Caliche Base	SY	16,427	7.00	\$ 114,989.00
3	2" Hot Mix (Includes Prime)	SY	14,080	7.25	\$ 102,080.00
4	EN-1 (Emulsion)	GAL	124	59.00	\$ 7,316.00
5	Bar Ditch Excavation	LF	10,560	2.50	\$ 26,400.00
6	Stripping	LF	5,280	0.15	\$ 792.00

Estimated Construction Cost: \$ 270,743.00

Engineering Fees: \$ 27,074.30



AI-3623

14.C.1.

**Professional Licensed Nurse Practitioner
CC REGULAR**

Date: 05/01/2007

Submitted By: Roli Flores, PURCHASING DEPT.

Submitted For: Roli Flores

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Health & Human
Services Dept.

Agenda Item

CAPTION

Requesting authority to advertise a Request for Qualifications and approval of draft qualifications/scope of services and/or requirements as attached hereto for "Professional Licensed Nurse Practitioner" project.

BACKGROUND

1. Draft Qualifications/Scope of Services and/or Requirements
2. Approval by Department for Qualifications/Scope of Services and/or Requirements

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-441-00-340-003-0-331

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$45,600.00 as of 4/26/07.

Attachments

Link: [Back up](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/25/2007 01:05 PM	APRV
2	Budget & Management	Dina Trevino	04/25/2007 11:11 PM	APRV
3	Dale Kennan	Dale Kennan	04/26/2007 07:48 AM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 12:20 PM	APRV
5	Court Administrator			NEW

Form Started By: Roli Flores

Started On: 04/25/2007 08:30
AM

Final Approval Date:



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Eddie Olivarez, Director
Hidalgo County Health Department

FROM: Roli Flores, Buyer
Hidalgo County Purchasing Department

DATE: April 17, 2007

RE: "Professional Licensed Nurse Practitioner"
for Hidalgo County Health Department
Bid No. 07-063-00-00-ROL

Please review the following requirements for the above referenced project so as to start initiating the process to bid out.

Please make any changes, additions or deletions (if any) and/or indicate if these requirements meet or exceed all your requirements by signing below and marking approve or disapprove and return back by 12:00pm Friday, April 18, 2007.

If you have any questions, please call me at 318-2626.

APPROVE

☒

DISAPPROVE

☐

FUNDS AVAILABILITY: ☒ Yes ☐ No ☐ Other (specify) _____

BUDGET ACCOUNT#:

7-1100-441-00-340-003-0-331

AUTHORIZED SIGNATURE

Eduardo Olivarez

PRINTED NAME

4/24/07

DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA
FAX TO (956) 318-2629.**

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

DRAFT

EXHIBIT A
REQUIREMENTS

**HIDALGO COUNTY HEALTH
DEPARTMENT
REQUEST FOR QUALIFICATIONS**

**“Professional Licensed Nurse
Practitioner”**

Bid No: 07-063-00-00-ROL

Hidalgo County is inviting statements of qualifications from qualified and interested respondent's to provide for "**Professional Licensed Nurse Practitioner**". The County of Hidalgo is seeking to enter into a services contract with a state-registered (Texas) respondent. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "**Professional Licensed Nurse Practitioner**" as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, , 2007**. **ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ No: 07-063-00-00-ROL
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request for Qualifications:

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SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, , 2007, at 5:00 P.M. at (956) 318-2629.** Responses will be sent to all applicants via facsimile by Friday, , 2007. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award (**Refer to Exhibit "D"**).

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: All submittals **must** be signed in order to be considered. Please sign the original in **blue ink**.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II RFQ REQUIREMENTS

DRA!

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

Contents: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

Understanding of the Project: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

Qualifications: The County of Hidalgo is seeking to contract with a competent respondent, registered and licensed to practice in the State of Texas that has had experience in, but not limited to the following areas:

Summary:

1. Provides public health nursing services in the Hidalgo County Health Department Clinic.
2. Participates in assessing, planning, coordinating, implementing and evaluating public health nursing services to individuals, families and communities.
3. Provides Family Planning, Prenatal, STD and Adult Health services in the Hidalgo County Health Department Clinics, in the capacity of a Professional Licensed Nurse Practitioner.

Qualification Requirements:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily the requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

Essential Duties and Responsibilities:

1. Provides Family Planning, Prenatal and Adult Health nursing services also provides assessments and treatments on STD clients under the direction of the Chief Physician.
2. Assures that the Hidalgo County Health Department Clinics meet TDH Title V, Family Planning, Maternity and Adult Health program standards that are provided in accordance with TDH Title policies and protocols also assures compliance of STD CDC and STD department protocols/standards.
3. Participates in discussions to promote efficiency in clinic services.
4. Regular attendance is a must.
5. Get along with co-workers.

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Additionally, this section should include a description of the respondent's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

Personnel and Staffing: The respondent should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, etc... The respondent should add copies of their Professional Liability Insurance.

Education and Experience:

1. Formal education and training as Registered Nurse and recognized as a Nurse Practitioner by the Texas Board of Nurse Examiners in a specialty approved for use in the Texas Department of Health.
2. Must have three (3) years of full-time experience as a Nurse Practitioner.

Certificates, License and Registration:

1. Licensed to practice as a Registered Nurse in Texas.
2. All additional training will be the awarded respondent's sole responsibility.
3. Employee must have a current valid Texas Motor Vehicle Operator's License.

Other Skills and Abilities:

1. Knowledge of professional nursing theory, nursing process, nursing services and advance clinical skills, Pharmacy Act, Medical Practice Act., Nurse Practice Act., legal implications of the advanced practice of nursing, state and federal laws and health codes which effect patient/client care.
2. Knowledge of principles of teaching and learning.
3. Communication and advanced skills in assessment of families, individuals and communities.
4. Skill in providing primary care.
5. Skill in counseling and educating persons concerning their health needs.
6. Ability to functions in the expanded role of a Nurse Practitioner specialty, utilizes supervisory and consultative skills, and may function as a resource person and role model. Uses the nursing process to document findings approximately and refer for further services as indicated.
7. Employee may be assigned other duties in addition to those that are listed and duties may change according to changing needs of department.

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Special Instructions and/or Remarks:

1. Bilingual required (English/Spanish).
2. Able to provide services in other assigned clinics as needed.
3. Willingness to work irregular hours.

Physical Demands:

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

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

Immunization/TB Requirements:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may be required.

Safety Requirements:

Maintain physical condition appropriate to the performance of assigned duties and Responsibilities, which may include the following:

1. Sitting for extended periods of time.
2. Frequent standing, bending and reaching.
3. Operating assigned equipment.
4. Maintain mental capacity, which permits making sound decisions and using good judgment.
5. Maintaining confidentiality.
6. Demonstrating intellectual capabilities.
7. Effectively handle a work environment and conditions, which involve working closely with others.

DRAFT

8. Working in a multi-task environment.
9. Maintain effective audio-visual discrimination and perception needed for making observations.
10. Reading and writing.
11. Operating assigned equipment.
12. Communicating well with others.
13. Provides specialized program specific consultation, training ,and technical assistance to agency staff, care recipients, provider agencies, the medical community, and other organizations.
14. Plans, implements, and evaluates nursing care consistent with medical treatment and care prescribed by a physician.
15. Initiates or modifies medical treatment when and to the extent authorized by the treatment and care prescribed by a physician.
16. Creates and maintains accurate records, reports, and appropriate legal documents.
17. Manages primary acute or chronic care in collaboration with various health team members.
18. Identifies problems and makes suggestions for change to facilitate continuity of patient care, meeting patient needs and the mission of a health care facility.
19. Evaluates nursing service through the analysis of statistical studies and performance evaluationandreports;
20. Develops in-service training and educational programs.
21. Develops and participates in quality assurance programs.
22. Reviews medical records and patient assessments to determine compliance with policies and procedures, correctness of assessment, or quality of service.
23. Plan, assign, and/or supervise the work of others.
24. Performs other duties assigned.

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TERM OF CONTRACT:

The term of the lease will be for a period of one (1) year with the County's option to extend for two (2) additional one year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

RESPONDENTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected respondent is to provide a fee proposal based on the scope of work.

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFQ shall be submitted according to the schedule below.

Qualification Ranking: A Departmental Committee will evaluate and rank the written RFQ. After the RFQ have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

Negotiation Process: If negotiations prove unsuccessful, the next highest ranked respondent will be contacted. The County of Hidalgo reserves the right to reject any and all RFQ.

Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

EVALUATION: The evaluation system consists of a 100-point system. The respondents will be ranked after evaluation. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined in Exhibit B.

DRAFT

AI-3671

14.D.1.

**Voter Registration Software - Elections
CC REGULAR**

Date: 05/01/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Elections

Agenda Item

CAPTION

Presentation for discussion, consideration and authority to purchase voter registration software, license fees, installation, training, technical support and maintenance services with approval of contract and software license agreement (subject to legal review) through evaluation of solicited proposals (utilizing best practices guidelines) from TBPC CISV Program vendor _____ in an amount not to exceed \$_____.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: Funding Options

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Budget Office will present funding options to Commissioner's Court. Projected cost is approximately \$215,000.00

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/26/2007 02:19 PM	APRV
2	Budget & Management	Dina Trevino	04/26/2007 03:34 PM	APRV
3	Dale Kennan	Dale Kennan	04/27/2007 08:57 AM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 12:23 PM	APRV
5	Court Administrator			NEW

Form Started By: Marty Salazar

Started On: 04/25/2007 04:58 PM

Final Approval Date:

AI-3592

14.E.1.

Approval of request for payment App. No. 2 from Rigney Construction
CC REGULAR

Date: 05/01/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

Approval of request for payment Application No. 2 in the amount of \$ 68,668.48 from Rigney Construction contracted vendor for: **Interior Repairs and Renovations 398th. District Court**" contract No. C-06-176-01-29 PO No. 580665 and as certified for payment by project architect, AGADC contract No. C-06-177-04-11 PO No. 570477. (6-176)

BACKGROUND

Memorandum to Daniel Flores B&G Director
Application and Certificate for payment No. 2

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1334-412-40-220-010-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$79,156.72 P.O. available balance as of 04-25-07. RC

Attachments

Link: Approval of request for payment App No. 2 from Rigney Const.

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/21/2007 10:44 AM	APRV
2	Budget & Management	Dina Trevino	04/25/2007 09:07 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/25/2007 03:10 PM	APRV
4	Auditor's Office	Becky Morales	04/30/2007 09:00 AM	APRV
5	Joy Hsu			PEND
6	Court Administrator			

Form Started By: Juan Tapia

Started On: 04/20/2007 02:58 PM

Final Approval Date:



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Daniel Flores, B&G Director
Attn: JC Carreon, B&G Adm. Asst.

From: Juan M Tapia, Purchasing Dept.

Date: April 20, 2007

Re: RFB No. 06-176-12-06-jmt
Contract No. C-06-176-01-29
Purchase Order No. 580665
Acc No. 7-1334-412-40-220-010-0-431

Enclosed you will find Original (2 sets) Invoice Payment Application No. 02 in the amount of \$ 68,668.48 from Rigney Construction. Said Invoice payment applied (partial) to our above mentioned project, please authorize by Hidalgo County Building & Grounds Department for the (scope of work) provision of labor and materials for: **"Interior Repairs and Renovations 398th. District Court"**

We request to process through Auditor's Department for payment Should you have any questions or require additional information, please do not hesitate to contact me.

Enclosures

cc: Roy Quintanilha, Safety Director
Sergio Cruz/ Raul Silguero Jr. Budget Officer
Elizabeth Cano, Auditors Office
Rocio Villarreal, Contracts Mgr.
John Rigney, Rigney Construction
George Garcia, AGADC
File

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 3

SUBMITTED TO: Hidalgo County

100 E. Cano St., 4th Floor
Edinburg, TX 78539

PROJECT: 398th District Court

Remodel
Project # 06-176-12-06-jmt

APPLICATION NO: 2

Distribution To:

OWNER

ARCHITECT

CONTRACTOR

SUBMITTED FROM: Rigney Construction & Development LLC

3201 State Highway 107
McAllen, TX 78504

ARCHITECT: Alcocer Garcia Associates Design

1335 East Jasmine Ave.
McAllen, TX 78501

PERIOD TO: 4/12/07
PROJECT NO: 07.200
ARCH PROJ NO:
CONTRACT DATE: 1/25/07
APPLICATION DATE: 4/12/07
INVOICE NO: 07.200-02

CONTRACT FOR: Remodel Of District Court

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

ORIGINAL CONTRACT SUM	\$ 113,750.00
NET CHANGE BY CHANGE ORDERS	\$ 6,791.25
CONTRACT SUM TO DATE	\$ 120,541.25
TOTAL COMPLETED AND STORED TO DATE	\$ 110,891.59
RETAINAGE:	
10% OF COMPLETED WORK	\$ 11,089.16
10% OF STORED MATERIAL	\$ 0.00
TOTAL RETAINAGE	\$ 11,089.16
TOTAL EARNED LESS RETAINAGE	\$ 99,802.43
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	\$ 0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 31,133.95
CURRENT PAYMENT DUE	\$ 68,668.48
BALANCE TO FINISH INCLUDING RETAINAGE	\$ 20,738.82

(See Attached Pages for Original Contract and Change Order Breakdown.)

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

CONTRACTOR: Rigney Construction & Development LLC

By: John Rigney Date: April 12, 2007

State of: Texas

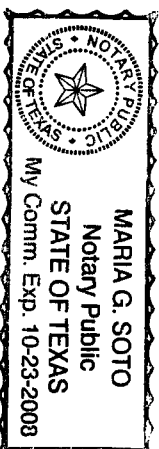
County of: Hidalgo

Subscribed and sworn to before

me this April 12, 2007

NOTARY PUBLIC: [Signature]

My Commission Expires: 10-23-2008



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, I, the undersigned Architect, certify that I have made a site inspection of the Work and the data comprising this application, the Architect certifies that the Work has been completed in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 68,668.48

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheets, then forward to conform to the amount certified.)

ARCHITECT: Alcocer Garcia Associates Design Consulting

By: [Signature] Date: 4-17-07

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

PAGE NO: 2 OF: 3
APPLICATION NUMBER: 2
APPLICATION DATE: 4/12/07
PERIOD FROM: 3/2/07 TO: 4/12/07

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E		F		G		H		I RETAINAGE
			PREVIOUS APPLICATIONS	WORK COMPLETED THIS APPLICATION	WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)				
	General Conditions	8,500.00											
	Bond	3,313.11	3,313.11		5,000.00	0.00		8,500.00	100%	0.00	850.00		
	Remove Existing Jury Chairs	250.00	250.00					3,313.11	100%	0.00	331.31		
	Remove Existing Walls	300.00	300.00					250.00	100%	0.00	25.00		
	Remove Existing Wiring	100.00	100.00					300.00	100%	0.00	30.00		
	Sawcut Trench	500.00	500.00					100.00	100%	0.00	10.00		
	Demo electrical @ Platforms	100.00	100.00					500.00	100%	0.00	50.00		
	Demo Door #9	75.00	75.00					100.00	100%	0.00	10.00		
	Demo Walls @ Restrooms	150.00	150.00					75.00	100%	0.00	7.50		
	Demo Door #7	100.00	100.00					150.00	100%	0.00	15.00		
	Demo 4' Shetrock @ hall #2	100.00	100.00					100.00	100%	0.00	10.00		
	Patch Trenched Concrete	150.00	150.00					150.00	100%	0.00	15.00		
	Labor for Patch	150.00	150.00					150.00	100%	0.00	15.00		
	Patch ceiling Labor	500.00	500.00	500.00				500.00	100%	0.00	50.00		
	Patch ceiling Materials	275.00	275.00		500.00			500.00	100%	0.00	27.50		
	Finish Carpentry Wood Material	2,000.00	200.00	1,800.00				275.00	100%	0.00	200.00		
	Finish Carpentry Labor	1,979.45	1,979.45					2,000.00	100%	0.00	197.95		
	Rough Carpentry Materials	3,900.00	3,900.00					1,979.45	100%	0.00	390.00		
	Rough Carpentry Labor	2,000.00	2,000.00					3,900.00	100%	0.00	200.00		
	Millwork & Countertops	2,200.00	2,200.00					2,000.00	100%	0.00	220.00		
	New Ceiling Insulation	850.00	850.00					2,200.00	100%	0.00	85.00		
	Insulation Labor	550.00	550.00					850.00	100%	0.00	55.00		
	Pre-machined Wood Doors	2,800.00	2,800.00					550.00	100%	0.00	280.00		
	Install Wood Doors	500.00	500.00					2,800.00	100%	0.00	50.00		
	Finish Hardware Materials	1,399.00						500.00	0%	1,399.00	0.00		
	Install Hardware Labor	250.00							0%	250.00	0.00		
	Drywall Materials	900.00	900.00					250.00	100%	0.00	90.00		
	Drywall Labor	500.00	500.00					900.00	100%	0.00	50.00		
	Interior Stud Partitions Labor	350.00	350.00					500.00	100%	0.00	35.00		
	Interior Stud Partitions Materials	700.00	700.00					350.00	100%	0.00	70.00		
	Suspended Ceilings	850.00	850.00					700.00	100%	0.00	85.00		
	18 x 18 Villa Valletta	3,300.00	3,300.00					850.00	100%	0.00	330.00		
	Floor Tile Labor	2,250.00	2,250.00					3,300.00	100%	0.00	225.00		
	Contract Page 2 Totals	\$41,841.56	\$32,892.56	\$7,300.00	\$0.00			\$40,192.56	96%	\$1,649.00	\$4,019.26		

SUBMITTED FROM: **Rigney Construction & Development LLC**
 3201 State Highway 107
 McAllen, TX 78504

PROJECT: **398th District Court Remodel**
Project # 06-176-12-06-Int
 CONTRACTOR'S PROJECT NO: 07.200
 ARCHITECT'S PROJECT NO:

PAGE NO: 3 OF: 3
 APPLICATION NUMBER: 2
 APPLICATION DATE: 4/12/07
 PERIOD FROM: 3/2/07 TO: 4/12/07

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PREVIOUS APPLICATIONS	E		F STORED MATERIALS	G TOTAL COMPLETE AND STORED TO DATE (D+E+F)	H % G/C	I BALANCE TO FINISH (C-G)	J RETAINAGE
				WORK COMPLETED THIS APPLICATION						
				WORK IN PLACE						
	4x4 Wall Tile Labor	750.00		750.00		0.00	750.00	100%	0.00	75.00
	4x4 Wall Tile Material	650.00		650.00			650.00	100%	0.00	65.00
	Carpet Material	3,862.00		3,862.00			3,862.00	100%	0.00	386.20
	Carpet Labor	2,200.00		2,200.00			2,200.00	100%	0.00	220.00
	Grouts	550.00		550.00			550.00	100%	0.00	55.00
	Painting Birch	2,500.00		2,500.00			2,500.00	100%	0.00	250.00
	Painting Drywall	2,300.00		2,300.00			2,300.00	100%	0.00	230.00
	Install Benches	200.00		200.00			200.00	100%	0.00	20.00
	Install Jury Chairs	200.00		200.00			200.00	100%	0.00	20.00
	Toilet Accesories	395.00		395.00			395.00	100%	0.00	39.50
	Plumbing Materials	4,000.00	2,200.00	1,800.00			4,000.00	100%	0.00	400.00
	Plumbing Labor	2,000.00	1,300.00	700.00			2,000.00	100%	0.00	200.00
	Plumbing	1,000.00		1,000.00			1,000.00	100%	0.00	100.00
	A/C Mechanical	1,500.00	200.00	1,300.00			1,500.00	100%	0.00	150.00
	Mechanical	2,000.00		2,000.00			2,000.00	100%	0.00	200.00
	Electrical Materials	4,500.00	2,100.00	2,400.00			4,500.00	100%	0.00	450.00
	Electrical Labor	2,500.00	1,175.00	1,325.00			2,500.00	100%	0.00	250.00
	Electrical	8,000.00		3,999.34			3,999.34	50%	4,000.66	399.93
	Allowance #1 Asbestos Survey	4,000.00		4,000.00			4,000.00	100%	0.00	400.00
	Allowance #2 Asbestos	9,000.00		9,000.00			9,000.00	100%	0.00	900.00
	Allowance #3 Moveable Ramp	2,000.00		2,000.00			2,000.00	100%	0.00	200.00
	Allowance #4 Betterment	4,000.00						0%	4,000.00	0.00
	Profit	13,801.44	6,900.72	6,900.72			13,801.44	100%	0.00	1,380.14
	Contract Page 3 Totals	\$71,908.44	\$13,875.72	\$50,032.06		\$0.00	\$63,907.78	89%	\$8,000.66	\$6,390.77
	Pages 2 - 3 Totals	\$113,750.00	\$46,768.28	\$57,332.06		\$0.00	\$104,100.34	92%	\$9,649.66	\$10,410.03

WAIVER AND RELEASE OF LIEN

FROM: John Rigney

Rigney Construction & Development LLC

3201 State Highway 107

McAllen, TX 78504

TO: Martha L. Salazar CPPB

Hidalgo County

100 E. Cano St., 4th Floor

Edinburg, TX 78539

PROJECT NO.: 07.200

CONTRACT DATE: Thursday, January 25, 2007

PROJECT: 398th District Court Remodel

WHEREAS THE UNDERSIGNED contractor has provided labor, services, materials, or equipment for the above project, under an agreement with: Hidalgo County

PARTIAL WAIVER AND RELEASE: In consideration of partial payment for labor, services, materials, or equipment provided in the amount of: \$68,668.48

COVERING THE FOLLOWING APPLICATION FOR PAYMENT:

Application No.: 2

Application Date: 4/12/07

Together with any previous payment(s) already received but excluding any retainage or any labor, services, materials, or equipment provided after the date of: 4/12/07

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, claims, or right of claim, or right of lien, statutory or otherwise, against the property, project, Owner, or any other person or entity who is or may be claimed to be liable, or any sureties, for labor, services, materials, or equipment, as provided by the Undersigned, but only to the extent of payment received, as indicated above.

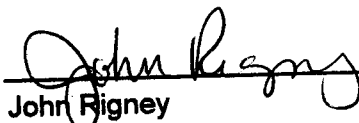
UNCONDITIONAL RELEASE: Upon receipt of payments as indicated above the undersigned will grant this release unconditionally.

THE PERSON SIGNING below does hereby certify that he/she is full authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Rigney Construction & Development LLC

3201 State Highway 107

McAllen, TX 78504


John Rigney

04/12/07

State of: Texas

County of: Hidalgo

Subscribed And Sworn To Before Me This

April 12, 2007

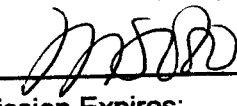
Notary Public:



MARIA G. SOTO
Notary Public

STATE OF TEXAS

My Comm. Exp. 10-23-2008

Signed: 

My Commission Expires:

Recommendation to award contract for Moving Services to the New Administration Offices
CC REGULAR

Date: 05/01/2007

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

A. Requesting to award contract to the sole quote received meeting all specification and/or requirements with approval of contract (subject to legal review) for "Moving Services for Hidalgo County" in an amount not to exceed the statutory bid limit of \$25,000.00 or through December 31, 2007 whichever comes first;

B. Requesting authority to re-advertise for sealed bids for "Moving Services for Hidalgo County" on an as needed basis due to no bids were received.

BACKGROUND

1. Please attached copy of Quote and Draft Contract

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-419-40-220-001-0-346

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

A balance is \$1,832.53 as of 4/27/07. Additional funding will need to be determined and transfer in on following CC date.

Attachments

Link: [QUOTE](#)

Link: [Draft Service Contract](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/27/2007 12:01 PM	APRV
2	Budget & Management	Dina Trevino	04/27/2007 03:05 PM	APRV
3	Dale Kennan	Dale Kennan	04/27/2007 04:18 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 12:11 PM	APRV
5	Court Administrator			NEW

Form Started By: Moises Salazar

Started On: 04/25/2007 04:40 PM

Final Approval Date:

EXHIBIT "B"**HIDALGO COUNTY-****"Moving Services for the Relocation of Departments moving to the New Administration Building"****BID No. 2007-173-04-18****BID PAGE**

DESCRIPTION	BID PRICE
-LABOR <i>per man</i>	\$ <u>15.85</u> PER HOUR
	\$ <u>126.80</u> PER DAY
-TRUCK <i>per truck</i>	\$ <u>19.50</u> PER HOUR
	\$ <u>148.50</u> PER DAY
NUMBER OF STAFF MEMBERS AVAILABLE <u>26</u>	
NUMBER OF TRUCKS AVAILABLE <u>12</u>	

VENDOR'S INFORMATION:

VENDOR/COMPANY NAME: Gulf Transport & Storage
ADDRESS: P.O. Box 1106 - 101 S. Bowie St.
CITY/STATE/ZIP CODE: San Benito, TX. 78586
PHONE & FAX NO.'S: 956-399-7513 956-399-7266
CELLULAR & BEEPER NO.'S: 956-245-7271 956-244-5319
AUTHORIZED SIGNATURE: *A.F. Ramirez*
PRINTED NAME: A. F. Ramirez
TITLE: general manager

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-07-173-00-00**

THIS CONTRACT is made and entered into this _____ day of _____, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Gulf Transport & Storage**, a Texas Corporation. ("Company").

WHEREAS, Company responded to the request for sealed quotes for **"Moving Services for the Relocation of County Departments to the New Administration"** (the "Services"); and

WHEREAS, Company submitted a quote to provide services in accordance with the specifications, a copy of such specifications and quote 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.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at _____. 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 **Commissioners Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **May 1, 2007** and ending on **December 31, 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. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

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

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

payable against written invoice submitted by Company.

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

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

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

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

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

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

If to County:

**The County of Hidalgo
Attn: County Judge**

100 E. Cano
Edinburg, Texas 78539

If to Company

Gulf Transport & Storage

P. O. Box 1106

San Benito, TX 78586

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

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

WITNESS our hands in duplicate originals this _____ day of _____, 200__.

Approved by Commissioners' Court on, _____ day of _____, 200__.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

AI-3594

14.F.1.

Standing Item
CC REGULAR

Date: 05/01/2007

Submitted By: Neilda Cavazos, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Co. Wide

Agenda Item

CAPTION

HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS –

Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/21/2007 10:46 AM	APRV
2	Budget & Management	Dina Trevino	04/25/2007 09:08 AM	APRV
3	Auditor's Office	Linda Fong	04/28/2007 11:23 AM	APRV
4	Court Administrator			NEW

Form Started By: Neilda Cavazos

Started On: 04/20/2007 04:22 PM

Final Approval Date:

AI-3657

14.G.1.

BCAP PRECINCT NO 1

CC REGULAR

Date: 05/01/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP Pct.1

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance, and approval of the following;
Application for Payment No. 2 in the amount of \$78,729.30
Application for Payment No. 2 in the amount of \$76,079.70
Application for Payment No 3 (Release of Retainage) \$13,013.30
Application for Payment No.3 (Release of Retainage) \$12,690.90
submitted by Sascon Inc, contracted vendor for "Old Rebel Heights I and II" and as recommended for payment by project engineer, TEDSI Infrastructure Group. C-CAP-06-007-01-23 & C-CAP-06-008-01-23

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-121-509-1-734

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$87,477.00 available P.O.# 580669 balance as of 04/27/2007

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-121-510-1-734

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$84,533.00 available P.O. # 580670 balance as of 04/27/2007

FISCAL YEAR: 2007

ACCT. #: 7-1311-206-00-000-003-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$8,503.20 available account balance as of 04/27/2007

Attachments

Link: [3657](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/26/2007 03:10 PM	APRV
2	Budget & Management	Dina Trevino	04/26/2007 03:33 PM	APRV
3	Sergio Cruz	Sergio Cruz	04/27/2007 11:05 AM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Laura Moya

Started On: 04/25/2007 04:10 PM

Final Approval Date:



Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Sylvia Handy, Hidalgo County Precinct No.1
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

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

DATE: 25 April 2007

Subject: Application for Payment No.2 and No. 3 (Release of Retainage)
Old Rebel Heights I & II Subdivisions

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 1st May 2007.

Court Approval authorizing payments for Applications for Payment No. 2 and No.3 (Retainage Release) for Old Rebel Heights I and II Subdivision a Round II CAP Project in the amounts of \$78,729.30, \$13,013.30, \$76,080.10 and \$12,690.90 respectively. The project contractor is SASCON, Inc and the project is carried by TESDI Infrastructure Group.

If you have any questions, please advice.

Thanks,

RECEIVED

APR 25 2007

PURCHASING DEPT.

 2108

APPLICATION FOR PAYMENT NO. 3
(RELEASE OF RETAINAGE)

To: Hidalgo County (OWNER)

From: SASCON INC. (CONTRACTOR)

Contract: COLONIA ACCESS PROGRAM

Project: "ROAD & DRAINAGE CONSTRUCTION OF OLD REBEL HEIGHTS I"

OWNER's Contract No. C-CAP-06-007-01-23

ENGINEER's Project No. 2C-1080-509

For Work accomplished through the date of: 3-26-07.

1. Original Contract Price:	\$ <u>145,014.50</u>
2. Net change by Change Orders and Written Amendments (+ or -):	\$ <u>- 14,881.50</u>
3. Current Contract Price (1 plus 2):	\$ <u>130,133.00</u>
4. Total completed and stored to date:	\$ <u>130,133.00</u>
5. Retainage (per Agreement):	
<u>0</u> % of completed Work:	\$ <u>0.00</u>
<u> </u> % of stored material:	\$ <u>0.00</u>
Total Retainage:	\$ <u>0.00</u>
6. Total completed and stored to date less retainage (4 minus 5):	\$ <u>130,133.00</u>
7. Less previous Application for Payments:	\$ <u>117,119.70</u>
8. DUE THIS APPLICATION (6 MINUS 7):	\$ <u>13,013.30</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

OK April 4, 4.15.07

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 4-24-07

SASCON Inc

CONTRACTOR

By: *[Signature]*

State of Texas

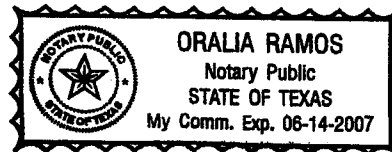
County of Hidalgo

Subscribed and sworn to before me this 24th
day of April, 2007

[Signature]

Notary Public

My Commission expires: 06/14/2007



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated APR. 25. 07

TEDSI Infrastructure Group
ENGINEER

By: *[Signature]*

**FINAL APPLICATION FOR PAYMENT NO. 3
(RELEASE OF RETAINAGE)**

To: Hidalgo County (OWNER)

From: SASCON INC. (CONTRACTOR)

Contract: COLONIA ACCESS PROGRAM

Project: "ROAD & DRAINAGE CONSTRUCTION OF OLD REBEL HEIGHTS II"

OWNER's Contract No. C-CAP-06-008-01-23

ENGINEER's Project No. 2C-1080-510

For Work accomplished through the date of: 3-26-07

1. Original Contract Price:	\$ <u>141,558.00</u>
2. Net change by Change Orders and Written Amendments (+ or -):	\$ <u>- 14,649.00</u>
3. Current Contract Price (1 plus 2):	\$ <u>126,909.00</u>
4. Total completed and stored to date:	\$ <u>126,909.00</u>
5. Retainage (per Agreement):	
<u>0</u> % of completed Work:	\$ <u>0.00</u>
<u> </u> % of stored material:	\$ <u>0.00</u>
Total Retainage:	\$ <u>0.00</u>
6. Total completed and stored to date less retainage (4 minus 5):	\$ <u>126,909.00</u>
7. Less previous Application for Payments:	\$ <u>114,218.10</u>
8. DUE THIS APPLICATION (6 MINUS 7):	\$ <u>12,690.90</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 4-24-07

SASCON INC
CONTRACTOR

By: [Signature]

State of Texas

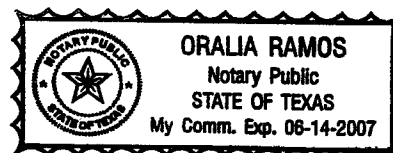
County of Hidalgo

Subscribed and sworn to before me this 24th
day of April, 2007

[Signature: Oralia Ramos]

Notary Public

My Commission expires: 6/14/2007



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated Apr. 23. 07

TEDSI Infrastructure Group
ENGINEER

By: [Signature]

APPLICATION FOR PAYMENT NO. 2

To: Hidalgo County (OWNER)

From: SASCON INC. (CONTRACTOR)

Contract: COLONIA ACCESS PROGRAM

Project: "ROAD & DRAINAGE CONSTRUCTION OF OLD REBEL HEIGHTS I"

OWNER's Contract No. C-CAP-06-007-01-23

ENGINEER's Project No. 2C-1080-509

For Work accomplished through the date of: 3-26-07.

1. Original Contract Price:	\$ <u>145,014.50</u>
2. Net change by Change Orders and Written Amendments (+ or -):	\$ <u>- 14,881.50</u>
3. Current Contract Price (1 plus 2):	\$ <u>130,133.00</u>
4. Total completed and stored to date:	\$ <u>130,133.00</u>
5. Retainage (per Agreement):	
<u>10</u> % of completed Work:	\$ <u>13,013.30</u>
_____ % of stored material:	\$ <u>0.00</u>
Total Retainage:	\$ <u>13,013.30</u>
6. Total completed and stored to date less retainage (4 minus 5):	\$ <u>117,119.70</u>
7. Less previous Application for Payments:	\$ <u>38,390.40</u>
8. DUE THIS APPLICATION (6 MINUS 7):	\$ <u>78,729.30</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

ad Appl. 4.25.07

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated

4-24-07

SASCON Inc

CONTRACTOR

By:

[Signature]

State of

County of

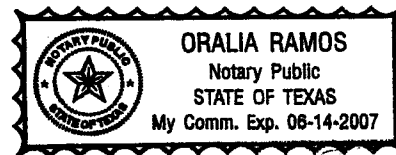
Subscribed and sworn to before me this

day of

April, 2007
Oralia Ramos

Notary Public

My Commission expires: 06/14/2009



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated

APR. 24. 07

TEDSI Infrastructure Group
ENGINEER

By:

[Signature]

APPLICATION FOR PAYMENT NO. 2

To: Hidalgo County (OWNER)

From: SASCON INC. (CONTRACTOR)

Contract: COLONIA ACCESS PROGRAM

Project: "ROAD & DRAINAGE CONSTRUCTION OF OLD REBEL HEIGHTS II"

OWNER's Contract No. C-CAP-06-008-01-23

ENGINEER's Project No. 2C-1080-510

For Work accomplished through the date of: 3-26-07.

1. Original Contract Price:	\$ <u>141,558.00</u>
2. Net change by Change Orders and Written Amendments (+ or -):	\$ <u>- 14,649.00</u>
3. Current Contract Price (1 plus 2):	\$ <u>126,909.00</u>
4. Total completed and stored to date:	\$ <u>126,909.00</u>
5. Retainage (per Agreement):	
<u>10</u> % of completed Work:	\$ <u>12,690.90</u>
<u> </u> % of stored material:	\$ <u>0.00</u>
Total Retainage:	\$ <u>12,690.90</u>
6. Total completed and stored to date less retainage (4 minus 5):	\$ <u>114,218.10</u>
7. Less previous Application for Payments:	\$ <u>38,138.00</u>
8. DUE THIS APPLICATION (6 MINUS 7):	\$ <u>76,080.10</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 4-24-07

SASCON INC

CONTRACTOR

By: [Signature]

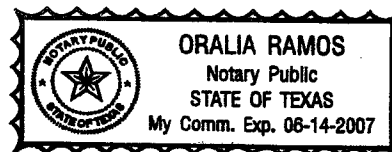
State of Texas

County of Hidalgo

Subscribed and sworn to before me this 24th day of April, 2007

Oralia Ramos
Notary Public

My Commission expires: 06/14/09



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated APR. 23. 07

TEDSI Infrastructure Group

ENGINEER

By: [Signature]

AI-3659

14.G.2.

BCAP PRECINCT NO 1

CC REGULAR

Date: 05/01/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.1

Agenda Item

CAPTION

BACKGROUND

Revenue & Expenditures

Attachments

Link: [3659](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/27/2007 11:44 AM	APRV
2	Budget & Management	Dina Trevino	04/27/2007 03:04 PM	APRV
3	Auditor's Office	Linda Fong	04/28/2007 12:09 PM	APRV
4	Court Administrator			NEW

Form Started By: Laura Moya

Started On: 04/25/2007 04:23 PM

Final Approval Date:

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME: COLONIA ACCESS PROGRAM PROJECT - HIDALGO COUNTY PRECINCT NO. 2

BID OPENING DATE: APRIL 18, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION OF LA BLANCA HEIGHTS" (PROJECT CARRIED BY: TEDSI INFRASTRUCTURE ENGINEERING)

BID NO: CAP- 07-010-03-07-LRM

RFB NO.	NAME OF COMPANY	BID FOR ROAD CONSTRUCTION	ACKNOWLEDGMENT OF ADDENDUM	BID BOND/ CASHIER'S CHECK
1.	JM	\$96,426.00		
2.	SASCON	\$60,162.00		
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

AI-3646

14.H.1.

BCAP PRECINCT NO 2

CC REGULAR

Date: 05/01/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.2

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment Application No. 2 in the amount of \$48,996.90, from J.M. Construction, contracted vendor for "Primavera I" and certified for payment by project engineer, R. Gutierrez Engineering Corporation. C-Cap-06-005-11-28 (P.O. #583667)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 7-1311-431-00-122-568-0-734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [3646](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/26/2007 02:58 PM	APRV
2	Budget & Management	Dina Trevino	04/26/2007 03:19 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	04/26/2007 03:40 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 12:04 PM	APRV
5	Court Administrator			NEW

Form Started By: Laura Moya

Started On: 04/25/2007 02:57 PM

Final Approval Date:



Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

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

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

DATE: 24 April 2007

Subject: Request for Payment No.1 Primavera I Subdivision

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 1st May 2007:

Court Approval to pay Application No.1 from J.M. Construction, Inc. in the amount of \$48,996.90 under contract No: C-CAP-06-005-11-28. Project Engineer is R. Gutierrez Engineering, Inc.

The project account is 7-1311-431-00-122-568-0-734 and P.O. number: 583667.

If you have any questions, please advice.

Thanks,

RECEIVED
APR 25 2007
PURCHASING DEPT.
Le 228

APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: J. M. Construction (CONTRACTOR)
 Contract: C-CAP-06-005-11-28
 Project: Primavera I Subdivision Paving Improvements
 OWNER's Contract No. C-CAP-06-005-11-28 ENGINEER's Project No. ENG05.027
 For Work accomplished through the date of: 4/2/2007

1. Original Contract Price:	\$	198,766.90
2. Net change by Change Orders and Written Agreements (+ or -):	\$	7,941.00
3. Current Contract Price (1 plus 2):	\$	206,707.90
4. Total completed and stored to date:	\$	54,441.00
5. Retainage (per Agreement):		
<u>10</u> % of completed Work:	\$	5,444.10
<u> </u> % of stored material:	\$	-
Total Retainage:		5,444.10
6. Total completed and stored to date less retainage (4 minus 5):	\$	48,996.90
7. Less previous Application for Payments:	\$	-
8. Balance to Finish:	\$	152,266.90
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$	48,996.90

583667

7-1311-431-00-122-568-0-734

Req. #0089

Accompanying Documentation:

OK Appl - 4/4/07 4.23.07

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 4/12/07

J. M. Construction
CONTRACTOR

By: *[Signature]*

State of TEXAS

County of HIDALGO

Subscribed and sworn to before me this 12th
day of APRIL 2007

Notary Public *[Signature]*

My Commission expires: 12/16/07



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 4/12/07

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: *[Signature]*

INVOICE RECEIVED BY:

[Signature] ON 4/13/07

GOODS/SERVICES RECEIVED BY:

[Signature] ON 4/13/07

AI-3651

14.H.2.

BCAP PRECINCT NO 2

CC REGULAR

Date: 05/01/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.2

Agenda Item

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #7 (with a proposed fee of \$_____) with R. Gutierrez Engineering Corporation to provide engineer services to Hidalgo County Precinct No. 2 for the construction of LJ #1 subdivision.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: USE OF PCT 2 R&B FUNDS

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Road & Bridge funds will be used as there are insufficient funds under the Border Colonia project. Account number specified is 7-1202-431-7-1202-431-00-122-006-0-334 PCT.2 P/U RD-ENGINEER & ARCHITECT SRV.

FISCAL YEAR:

ACCT. #: 7-1202-431-00-122-006-0-334

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$15,861.58 as of 4/27/07.

Attachments

Link: [3651](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/26/2007 03:08 PM	APRV
2	Budget & Management	Dina Trevino	04/26/2007 03:30 PM	APRV
3	Dale Kennan	Dale Kennan	04/27/2007 08:26 AM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 12:01 PM	APRV
5	Court Administrator			NEW

Form Started By: Laura Moya

Started On: 04/25/2007 03:22 PM

Final Approval Date:



3051

Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

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

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

DATE: 24 April 2007

Subject: Work Authorization No. 7 - LJ #1 Subdivision - Construction Staking

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 1st May 2007:

Court Approval of Work Authorization No.7 of the 2006 Road and Bridge Contract for construction administration and construction staking services for the work to be performed by County force account. This authorization is for professional services associated with the construction of LJ #1 subdivision a Colonia Access Program Round II project. Road and Bridge funds will be used as there are insufficient funds under the Border Colonias project.

The work authorization will be paid out of account 7-1202-431-00-122-006-0-334

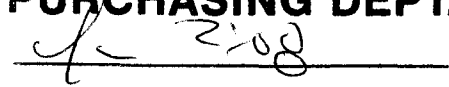
If you have any questions, please advice.

Thanks,

RECEIVED

APR 25 2007

PURCHASING DEPT.



*Salazar
4/24/07*

HIDALGO COUNTY
Professional Engineering Services
Contract # C-06-251-08-15
Work Authorization Form

Work Authorization No. 7

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide general construction management services and construction staking services for the construction of the street and drainage improvements to LJ #1 Subdivision. A portion of this project is being constructed by County forces. The limits of the project are: All of LJ #1 Subdivision (Blue Jay Drive, Jay Drive, and El Jay Drive).

The scope of services to be provided by the **Owner** is identified in **Exhibit A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Exhibit B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is included in **Exhibit D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT

Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING

This Work Authorization No. 7 shall be funded through funding source:

Account No. _____

Requisition No. _____ (must be included after CC approval)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 3.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT

This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ____ day of _____, 2007.

ENGINEER:

R. Gutierrez Engineering Corporation

By: Ramiro Gutierrez
Name: Ramiro Gutierrez P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: Hector Tito Palacios
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-06-251-08-15

Work Authorization No. 7

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-06-251-08-15

Work Authorization No. 7

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The **Engineer** will provide to the **Owner** the following:

The **Engineer** shall render specific management and engineering services for the development of the **Project** and fulfillment of this Agreement as follows:

CONSTRUCTION PHASE

Construction Management and Support

The **Engineer** will provide engineering and support services for and during the construction of the **Project** by the **Owner**. Specific services for **CONSTRUCTION MANAGEMENT AND SUPPORT** by the **Engineer** will include the following:

Construction Contract Administration

- 1) In general, the **Engineer** will provide the management and engineering support/data required for consultation and advisement to the **Owner** and act as the **Owners** representative as provided in the General Condition of the Construction Contract.
- 2) The **Engineer** will coordinate and conduct a pre-construction conference with the **Owner** for construction services to be provided by **Owner** forces.
- 3) Defects and Deficiencies. The **Engineer** will use his best efforts to protect the **Owner** against defects and deficiencies in the work of **Owner** forces. The **Engineer** will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.

Miscellaneous Technical Activities

- 4) Construction Staking. The Engineer will provide construction staking services for construction services performed by the Owner.
- 5) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Owner or Contractor.
- 6) Control of Materials & Equipment. The Owner will hire an independent construction materials testing firm for the project. The Engineer will provide inspection of all materials and equipment furnished or used by the Owner or Contractor as follows:
 - a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
 - b) Observe and/or perform Project record testing and/or independent assurance testing performed by an independent construction materials testing firm as outlined in the construction contract specifications or as specified by the Engineer.
- 7) Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

EXHIBIT "C"
WORK SCHEDULE

	2007											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
LJ #1 Subdivision												
Construction Administration												
Construction Staking												

**R. GUTIERREZ ENGR CORP
SUMMARY**

EXHIBIT D

LJ #1 Subdivision

Fee Proposal

Payment for Services Provided under this Work Authorization will be on the basis of Salary Cost plus 10% and reimbursement for direct non-labor expense and subconsultant expense at invoice cost, in accordance with Article 5B of the Agreement for Professional Services (Contract # C-06-251-08-15) between Owner and Engineer.

AI-3654

14.H.3.

BCAP PRECINCT NO 2

CC REGULAR

Date: 05/01/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP Pct.2

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of payment for invoice no. 2216 in the amount of \$4,426.80 submitted by project engineer R. Gutierrez Engineering Corp.

BACKGROUND

This invoice is for services performed for preliminary and schematic design of Val-Bar Estates, a Round II Border Colonias project located in Precinct No. 2.

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1202-431-00-122-006-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Payment for Invoice #2216, PO #563459 in the amount of \$4,426.80. Available Balance as of 4-26-07 \$15,861.58.

Attachments

Link: [3654](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/26/2007 03:08 PM	APRV
2	Budget & Management	Dina Trevino	04/26/2007 03:31 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/26/2007 04:22 PM	APRV
4	Dina Trevino	Dina Trevino	04/27/2007 03:52 PM	APRV
5	Auditor's Office	Linda Fong	04/28/2007 11:56 AM	APRV
6	Court Administrator			NEW

Form Started By: Laura Moya

Started On: 04/25/2007 03:54 PM

Final Approval Date:



3054

Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

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

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

DATE: 24 April 2007

Subject: Request for Payment Val-Bar Estates, R. Gutierrez Engineering, Inc.

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 1st May 2007:

Court Approval to pay invoice number 2216 from R. Gutierrez Engineering, Inc. in the amount of \$4,426.80 for preliminary and schematic design of Val-Bar Estates, a Round II Border Colonias project located in Precinct No.2.

The engineering's contract number is **C-CAP-05-012-06-01** and PO number **563459**.

The project account is **7-1202-431-00-122-006-0-334**

If you have any questions, please advice.

Thanks,

RECEIVED

APR 25 2007

PURCHASING DEPT.



R. Gutierrez Engineering Corporation
 Border Colonia Access Program - Round II
 Contract No: C-CAP-05-012-06-01(WA#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
M1080253	Eldora/1426	\$ 11,419.83	100%	\$ 4,567.93	100%	\$ 4,567.93	0%	\$ -	\$ 9,135.86	\$ 9,135.86	\$ -	80%	\$ 2,283.97
M1080568	Primavera I	\$ 16,613.90	100%	\$ 6,645.56	100%	\$ 6,645.56	0%	\$ -	\$ 13,291.12	\$ 13,291.12	\$ -	80%	\$ 3,322.78
M1080683	South Fork Estates	\$ 29,325.00	100%	\$ 11,730.00	100%	\$ 11,730.00	0%	\$ -	\$ 23,460.00	\$ 23,460.00	\$ -	80%	\$ 5,865.00
M1080740	Tiny Acres	\$ 8,320.50	50%	\$ 1,664.10	0%	\$ -	0%	\$ -	\$ 1,664.10	\$ 1,664.10	\$ -	20%	\$ 6,656.40
M1080252	Eldora Gardens	\$ 6,774.00	50%	\$ 1,354.80	0%	\$ -	0%	\$ -	\$ 1,354.80	\$ 1,354.80	\$ -	20%	\$ 5,419.20
M1080412	Las Haciendas	\$ 16,998.30	100%	\$ 6,799.32	100%	\$ 6,799.32	0%	\$ -	\$ 13,598.64	\$ 13,598.64	\$ -	80%	\$ 3,399.66
M1080365	LJ #1	\$ 25,272.40	100%	\$ 10,108.96	100%	\$ 10,108.96	0%	\$ -	\$ 20,217.92	\$ 20,217.92	\$ -	80%	\$ 5,054.48
M1080693	South Side Village	\$ 4,518.50	50%	\$ 903.70	0%	\$ -	0%	\$ -	\$ 903.70	\$ 903.70	\$ -	20%	\$ 3,614.80
M1080620	Roadrunner #2	\$ 34,196.80	100%	\$ 13,678.72	100%	\$ 13,678.72	0%	\$ -	\$ 27,357.44	\$ 27,357.44	\$ -	80%	\$ 6,839.36
M1080596	Rancho Escondido	\$ 24,147.20	100%	\$ 9,658.88	100%	\$ 9,658.88	0%	\$ -	\$ 19,317.76	\$ 19,317.76	\$ -	80%	\$ 4,829.44
M1080557	Pentecostal	\$ 9,407.50	100%	\$ 3,763.00	100%	\$ 3,763.00	0%	\$ -	\$ 7,526.00	\$ 7,526.00	\$ -	80%	\$ 1,881.50
M1080406	Las Brisas	\$ 57,982.80	0%	\$ -	0%	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ 57,982.80
M1080767	Val Bar	\$ 7,378.00	100%	\$ 2,951.20	100%	\$ 2,951.20	0%	\$ -	\$ 5,902.40	\$ 1,475.60	\$ 4,426.80	80%	\$ 1,475.60
M1080494	North Alamo Village	\$ 21,584.10	100%	\$ 8,633.64	100%	\$ 8,633.64	0%	\$ -	\$ 17,267.28	\$ 17,267.28	\$ -	80%	\$ 4,316.82
M1080503	Northside Village	\$ 10,518.40	100%	\$ 4,207.36	0%	\$ -	0%	\$ -	\$ 4,207.36	\$ 4,207.36	\$ -	40%	\$ 6,311.04
M1080484	Morning Sun	\$ 10,554.00	100%	\$ 4,221.60	100%	\$ 4,221.60	0%	\$ -	\$ 8,443.20	\$ 8,443.20	\$ -	80%	\$ 2,110.80
M1080240	El Charro	\$ 44,275.50	100%	\$ 17,710.20	100%	\$ 17,710.20	0%	\$ -	\$ 35,420.40	\$ 35,420.40	\$ -	80%	\$ 8,855.10
M1080199	Country Living Estates	\$ 19,002.00	100%	\$ 7,600.80	100%	\$ 7,600.80	0%	\$ -	\$ 15,201.60	\$ 15,201.60	\$ -	80%	\$ 3,800.40
M1080605	Red Barn	\$ 5,315.10	50%	\$ 1,063.02	0%	\$ -	0%	\$ -	\$ 1,063.02	\$ 1,063.02	\$ -	20%	\$ 4,252.08
M1080580	RSW Unit #1	\$ 17,683.40	50%	\$ 3,536.68	0%	\$ -	0%	\$ -	\$ 3,536.68	\$ 3,536.68	\$ -	20%	\$ 14,146.72
		\$ 381,287.23		\$ 120,799.47		\$ 108,069.81		\$ -	\$ 228,869.28	\$ 224,442.48	\$ 4,426.80		\$ 152,417.95

Project Completion

Anticipated Completion Date

Extension

Date Extension was approved in Court

Project Engineer

Name (Print)

Ramiro Gutierrez

Signature

Date

Colonia Access Program Director

Date

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2216

Friday, April 13, 2007

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

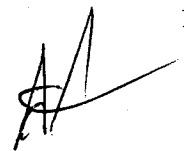
Project: ENG05.012j Val-Bar Estates

Professional Services for the Period: 3/10/2007 to 4/13/2007

Billing Group: 01 Phased Fixed Fee

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

				Billing Fee:			\$7,378.00
<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	2,951.20	40.00	100.00	2,951.20	1,475.60	1,475.60	
Schematic Design Phase	2,951.20	40.00	100.00	2,951.20	0.00	2,951.20	
Construction Phase	1,475.60	20.00	0.00	0.00	0.00	0.00	
				Total Phases:			\$4,426.80
				Phase Billing Totals:			\$4,426.80


563459
7-1311-431-00-122-767-1-334
Req. #85355

Billing Group Subtotal: 4,426.80

Project Totals:

***** Total Project Invoice Amount:**

\$4,426.80

Billing Summary

	<u>Current</u>	<u>Prior</u>	<u>Total</u>
Professional Services:	\$4,426.80	\$1,475.60	\$5,902.40
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:	\$4,426.80	\$1,475.60	\$5,902.40

AI-3630

14.1.1.

**Termination of Lease Agreement
CC REGULAR**

Date: 05/01/2007

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Adult Probation

Agenda Item

CAPTION

Presentation for consideration, discussion and approval for Hidalgo County to exercise its option to terminate (under Article 1.2) with Four J Company by giving thirty (30) days written notice due to the relocation of office space to the new Adult Probation Department by the 31st of May, 2007.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Termination](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/25/2007 12:11 PM	APRV
2	Budget & Management	Dina Trevino	04/26/2007 07:16 AM	APRV
3	Dale Kennan	Dale Kennan	04/26/2007 08:14 AM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 11:52 AM	APRV
5	Court Administrator			NEW

Form Started By: Mary Maldonado

Started On: 04/25/2007 10:47 AM

Final Approval Date:



PURCHASING DEPARTMENT
County Of Hidalgo

April 4, 2007

Mr. Jay Hanshaw
Four J Company
810 E Hwy 83
McAllen, Texas 78501

Dear Mr. Hanshaw:

Hidalgo County Adult Probation Department will be moving into their new county owned facility by the 31st of May, 2007.

As per Article 1.2 of the current service contract this letter will provide you with the thirty (30) day written notice of cancellation.

The County of Hidalgo appreciates the business relationship enjoyed during the contract term and looks forward to participation in the future with County procurement

If you require any more information, please do not hesitate to call me at (956) 318-2676.

Sincerely,

Mary A. Maldonado

Mary A. Maldonado
Contracts Manager

CC: Mr. Joe Lopez, Adult Probation Director

AI-3610

14.J.1.

Monitoring Services to the Fire Alarm System at Juvenile Detention Center
CC REGULAR

Date: 05/01/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Juvenile Probation

Agenda Item

CAPTION

Presentation for discussion, consideration and ratification of award to Simplex Grinnell for the Fire Alarm monitoring services through Texas Building and Procurement Commission's TXMAS-5-03FAC010-1 contract for: "Hidalgo County Mario E. Ramirez Jr. Juvenile Detention Center" in an amount not to exceed \$ 1,670.00 as follows:

Monitoring Services \$ 380.00/yr
 To connect Service \$ 390.00-one time charge
 Install Dialer \$ 900.00 -one time charge

BACKGROUND

DRAFT - Service / Contract Document

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 7-1100-423-32-330-001-0-413

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$1,000.00 as of 4-26-07 (380.00 per year for monitoring & 390.00 one-time fee for service connection).

FISCAL YEAR:

ACCT. #: 7-1336-423-32-330-044-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$7,258.14 as of 4/26/07. (\$900.00 fee for the installation of the auto dialer)

Attachments

Link: [Monitoring Fire Alarm Services Juvenile Detention Center](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/26/2007 01:25 PM	APRV
2	Budget & Management	Dina Trevino	04/26/2007 03:05 PM	APRV
3	Dale Kennan	Dale Kennan	04/26/2007 04:01 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 11:52 AM	APRV
5	Court Administrator			NEW

Form Started By: Juan Tapia

Started On: 04/24/2007 12:11 PM

Final Approval Date:

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-000-00-00

THIS CONTRACT is made and entered into this 1st day of January, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and , Texas ("Company").

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

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for Project as listed on specification . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
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 **Commissioner** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning January 1, 200, and ending on December 31, and may be extended at the sole discretion of County for an additional ninety(90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

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

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

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

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

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

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

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

If to Company:

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

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

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

COUNTY OF HIDALGO

By: _____
Juan De Dios Salinas, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY
By: _____
Printed Name: _____
Title: _____

AI-3680

14.K.1.

Cell Phone Request

CC REGULAR

Date: 05/01/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: IT Department

Agenda Item

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy, presentation for consideration, acceptance and approval of Cellular Phone Request Form for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Employee:	Basic Rate Plan:	Total Per Month:
Budget & Management	Cari Lambrecht	1000 minutes	\$59.00

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-14-115-001-0-532

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Expenditure has not taken place. Purchasing Dept is requesting approval of Cell Phone Request only. Object Code 532 "Cell Phone" is not created.

Attachments

Link: [Cell Phone Request](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/27/2007 11:43 AM	APRV
2	Budget & Management	Dina Trevino	04/27/2007 03:09 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/27/2007 04:13 PM	APRV
4	Dina Trevino	Dina Trevino	04/27/2007 04:22 PM	APRV
5	Auditor's Office	Linda Fong	04/28/2007 11:50 AM	APRV
6	Court Administrator			NEW

Form Started By: Marty Salazar

Started On: 04/26/2007 04:25 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: Cari Lambrecht, Public Information Officer
Employee ID #: 154776 Office: Budget + Mgt Budget Acct. #: 7-1100-41514-115001 0-

(3) Type of duties:

☒ Offsite duties ☐ On-call duties ☐ Law Enforcement ☐ Emergency Response ☐ Other: _____

(4) Describe how cell phone will be used: To Communicate with Elected Officials, department heads, general public

(5) Anticipated usage in minutes per month (check only one):

	☐ 400	☒ 1000	☐ 1400	☐ 2000	☐ 3000	☐ 4000	☐ Data Card
Plan Cost	\$42.00	\$59.00	\$76.00	\$91.00	\$133.00	\$165.00	\$85.00

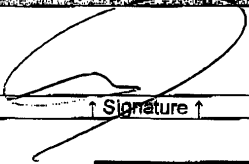
(6) Will phone be used outside of the County of Hidalgo Yes. If yes indicate where and how frequently
Out of town trips

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger 1 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

	<u>Valde Guerra</u>	<u>4/27/07</u>
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE: _____

For multiple phone requests, please continue on the following page.
V4 - modified 10/5/06

AI-3686

15.A.

creation of position - B & G
CC REGULAR

Date: 05/01/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Buildings & Grounds:

1. Discussion, consideration and approval to delete vacant Custodian position, slot #220-001-0058.
2. Discussion, consideration and approval to create one (1) new regular full time Assistant Projects Manager position, slot #220-001-0072 & set salary
3. Approval of revised salary schedule, effective 5/01/2007.

BACKGROUND

Salary - \$ 30,000.00

Revenue & Expenditures

Attachments

Link: [Revised Salary Schedule](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/27/2007 03:22 PM	APRV
2	Damaris San Miguel			PEND
3	Dina Trevino			
4	Purchasing Department			
5	Auditor's Office			
6	Court Administrator			

Form Started By: Monica Badillo

Started On: 04/27/2007 03:04 PM

Final Approval Date:

HIDALGO COUNTY

Department Of Budget & Management

2007 Salary Schedule

1100-419-40-220-001-0
GEN GOVT BLDG

Slot #	Obj. #	Position Title	2006 Budgeted Base Salary	2007 Adjusted Amount	2007 Adjusted Base Salary	COLA %	COLA Amount	Other Inc.	2007 Approved Budgeted Salary	Actual Salary
0001	112	DIRECTOR	\$55,697.00	\$2,803.00	\$58,500.00	0.00%	\$0.00	\$0.00	\$58,500.00	\$58,500.00
0002	113	EXECUTIVE ASST	\$38,988.00	\$0.00	\$38,988.00	4.50%	\$1,754.00	\$0.00	\$40,742.00	\$40,742.00
0003	113	GENERAL FOREMAN	\$37,000.00	\$0.00	\$37,000.00	4.50%	\$1,665.00	\$0.00	\$38,665.00	\$38,665.00
0004	113	A/C SPECIALIST	\$28,660.00	\$0.00	\$28,660.00	6.75%	\$1,935.00	\$0.00	\$30,595.00	\$30,595.00
0005	113	PLUMBER	\$28,660.00	\$0.00	\$28,660.00	6.75%	\$1,935.00	\$0.00	\$30,595.00	\$30,595.00
0006	113	ELECTRICIAN	\$28,660.00	\$0.00	\$28,660.00	6.75%	\$1,935.00	\$0.00	\$30,595.00	\$30,595.00
0007	113	A/C TECHNICIAN	\$27,825.00	\$0.00	\$27,825.00	6.75%	\$1,878.00	\$0.00	\$29,703.00	\$29,703.00
0008	113	ELECTRICIAN	\$27,825.00	\$0.00	\$27,825.00	6.75%	\$1,878.00	\$0.00	\$29,703.00	\$29,703.00
0009	113	ADMINISTRATIVE ASSISTANT	\$24,874.00	\$0.00	\$24,874.00	6.75%	\$1,679.00	\$0.00	\$26,553.00	\$26,553.00
0010	113	BUDGET CLERK	\$24,334.00	\$0.00	\$24,334.00	6.75%	\$1,643.00	\$0.00	\$25,977.00	\$25,977.00
0011	113	SECRETARY	\$23,793.00	\$0.00	\$23,793.00	6.75%	\$1,606.00	\$0.00	\$25,399.00	\$25,399.00
0012	113	MAINTENANCE	\$20,830.00	\$0.00	\$20,830.00	6.75%	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00
0013	113	MAINTENANCE	\$20,830.00	\$0.00	\$20,830.00	6.75%	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00
0014	113	MAIL CLERK	\$20,173.00	\$0.00	\$20,173.00	6.75%	\$1,362.00	\$0.00	\$21,535.00	\$21,535.00
0015	113	MAIL CLERK	\$20,173.00	\$0.00	\$20,173.00	6.75%	\$1,362.00	\$0.00	\$21,535.00	\$21,535.00
0016	113	ELECTRICIAN HELPER	\$19,570.00	\$0.00	\$19,570.00	6.75%	\$1,321.00	\$0.00	\$20,891.00	\$20,891.00
0017	113	A/C TECHNICIAN HELPER	\$19,570.00	\$0.00	\$19,570.00	6.75%	\$1,321.00	\$0.00	\$20,891.00	\$20,891.00
0018	113	PLUMBER HELPER	\$19,570.00	\$0.00	\$19,570.00	6.75%	\$1,321.00	\$0.00	\$20,891.00	\$20,891.00
0019	113	CUSTODIAN	\$19,255.00	\$0.00	\$19,255.00	6.75%	\$1,300.00	\$0.00	\$20,555.00	\$19,345.00
0020	113	CUSTODIAN	\$19,255.00	\$0.00	\$19,255.00	6.75%	\$1,300.00	\$0.00	\$20,555.00	\$19,345.00
0021	113	CUSTODIAN	\$19,255.00	\$0.00	\$19,255.00	6.75%	\$1,300.00	\$0.00	\$20,555.00	\$19,345.00
0022	113	CUSTODIAN	\$18,991.00	\$0.00	\$18,991.00	6.75%	\$1,282.00	\$0.00	\$20,273.00	\$19,345.00
0023	113	CUSTODIAN	\$18,728.00	\$0.00	\$18,728.00	6.75%	\$1,264.00	\$0.00	\$19,992.00	\$19,345.00

HIDALGO COUNTY

Department Of Budget & Management

2007 Salary Schedule

1100-419-40-220-001-0
GEN GOVT BLDG

Slot #	Obj. #	Position Title	2006 Budgeted Base Salary	2007 Adjusted Amount	2007 Adjusted Base Salary	COLA %	COLA Amount	Other Inc.	2007 Approved Budgeted Salary	Actual Salary
0024	113	CUSTODIAN	\$18,728.00	\$0.00	\$18,728.00	6.75%	\$1,264.00	\$0.00	\$19,992.00	\$19,345.00
0025	113	CUSTODIAN	\$18,728.00	\$0.00	\$18,728.00	6.75%	\$1,264.00	\$0.00	\$19,992.00	\$19,345.00
0026	113	MAINTENANCE	\$18,728.00	\$0.00	\$18,728.00	6.75%	\$1,264.00	\$0.00	\$19,992.00	\$19,345.00
0027	113	CUSTODIAN	\$18,371.00	\$0.00	\$18,371.00	6.75%	\$1,240.00	\$0.00	\$19,611.00	\$19,345.00
0028	113	CUSTODIAN	\$18,371.00	\$0.00	\$18,371.00	6.75%	\$1,240.00	\$0.00	\$19,611.00	\$19,345.00
0029	113	MAINTENANCE	\$18,371.00	\$0.00	\$18,371.00	6.75%	\$1,240.00	\$0.00	\$19,611.00	\$19,345.00
0030	113	CUSTODIAN	\$18,371.00	\$0.00	\$18,371.00	6.75%	\$1,240.00	\$0.00	\$19,611.00	\$19,345.00
0031	113	CUSTODIAN	\$18,371.00	\$0.00	\$18,371.00	6.75%	\$1,240.00	\$0.00	\$19,611.00	\$19,611.00
0032	113	MAINTENANCE	\$18,371.00	\$0.00	\$18,371.00	6.75%	\$1,240.00	\$0.00	\$19,611.00	\$19,345.00
0033	113	CUSTODIAN	\$18,371.00	\$0.00	\$18,371.00	6.75%	\$1,240.00	\$0.00	\$19,611.00	\$19,611.00
0034	113	CUSTODIAN	\$18,371.00	\$0.00	\$18,371.00	6.75%	\$1,240.00	\$0.00	\$19,611.00	\$19,611.00
0035	113	CUSTODIAN	\$18,371.00	\$0.00	\$18,371.00	6.75%	\$1,240.00	\$0.00	\$19,611.00	\$19,345.00
0036	113	CUSTODIAN	\$18,371.00	\$0.00	\$18,371.00	6.75%	\$1,240.00	\$0.00	\$19,611.00	\$19,345.00
0037	113	CUSTODIAN	\$18,371.00	\$0.00	\$18,371.00	6.75%	\$1,240.00	\$0.00	\$19,611.00	\$19,611.00
0038	113	CUSTODIAN	\$18,371.00	\$0.00	\$18,371.00	6.75%	\$1,240.00	\$0.00	\$19,611.00	\$19,611.00
0039	113	CUSTODIAN	\$18,371.00	\$0.00	\$18,371.00	6.75%	\$1,240.00	\$0.00	\$19,611.00	\$19,345.00
0040	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0041	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0042	113	CUSTODIAN	\$17,594.00	\$528.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0043	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0044	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0045	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0046	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00

HIDALGO COUNTY

Department Of Budget & Management

2007 Salary Schedule

1100-419-40-220-001-0
GEN GOVT BLDG

Slot #	Obj. #	Position Title	2006 Budgeted Base Salary	2007 Adjusted Amount	2007 Adjusted Base Salary	COLA %	COLA Amount	Other Inc.	2007 Approved Budgeted Salary	Actual Salary
0047	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0048	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0049	113	MAINTENANCE	\$17,510.00	\$612.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0050	113	MAINTENANCE	\$17,510.00	\$612.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0051	113	CUSTODIAN	\$17,510.00	\$612.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$0.00
0052	113	CUSTODIAN	\$17,510.00	\$612.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0053	113	MAINTENANCE	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0054	113	MAINTENANCE	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0055	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0056	113	MAINTENANCE	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0057	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
~~0058~~	~~113~~	~~CUSTODIAN~~	~~\$18,122.00~~	~~\$0.00~~	~~\$18,122.00~~	~~6.75%~~	~~\$1,223.00~~	~~\$0.00~~	~~\$19,345.00~~	~~\$0.00~~
0059	113	MAINTENANCE	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0060	113	MAINTENANCE	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0061	113	MAINTENANCE	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0062	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0063	113	MAINTENANCE	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0064	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0065	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0066	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0067	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0068	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0069	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00

DELETE

HIDALGO COUNTY

Department Of Budget & Management

2007 Salary Schedule

1100-419-40-220-001-0
GEN GOVT BLDG

Slot #	Obj. #	Position Title	2006 Budgeted Base Salary	2007 Adjusted Amount	2007 Adjusted Base Salary	COLA %	COLA Amount	Other Inc.	2007 Approved Budgeted Salary	Actual Salary
0070	113	CUSTODIAN	\$18,122.00	\$0.00	\$18,122.00	6.75%	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00
0071	114	CUSTODIAN	\$9,026.00	\$0.00	\$9,026.00	6.75%	\$609.00	\$0.00	\$9,635.00	\$9,669.82

REQUESTED POSITIONS:

0072	113	ASSISTANT PROJECTS MANAGER	\$0.00	\$30,000.00	\$30,000.00	0.00%	\$0.00	\$0.00	\$30,000.00	
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AI-3627

15.B.

**Certification of WC Claims paid by Tristar Risk Management
CC REGULAR**

Date: 05/01/2007

Submitted By: Flora Vazquez, SAFETY/WORKERS' COMP. DIVISION

Department: SAFETY/WORKERS' COMP. DIVISION

Agenda Area: Budget and Management

Agenda Item

CAPTION

Workers' Compensation Self-Insurance (2202):

Approval of reimbursement to the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of \$ 38,621.19 for the period of 04/01-15/07 and requesting approval of wire transfer.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Certification of WC Claims paid by Tristar Risk Management](#)

Link: [Invoice & 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	04/26/2007 07:14 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	04/26/2007 09:16 AM	APRV
3	Purchasing Department	Marty Salazar	04/26/2007 01:06 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 11:44 AM	APRV
5	Court Administrator			NEW

Form Started By: Flora Vazquez

Started On: 04/25/2007 09:56 AM

Final Approval Date:

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: April 1 thru 15, 2007.

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 \$ 38,621.19.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 315455 thru 315588) on behalf of injured employees from 04/01/2007 to 04/15/2007:

- | | | |
|-----|-------------------------------------|---------------------|
| 1). | Hidalgo County | \$ <u>30,256.22</u> |
| 2). | Hidalgo County Headstart Program | \$ <u>8,364.97</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 \$ 38,621.19

Budget Office/Workers' Comp. Division is requesting approval of this payment on the Commissioners' Court Agenda of May 01, 2007.

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) \$ 231,378.81

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 No.2
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 68-0165539

April 17, 2007

Hidalgo County Workers Compensation Fund
100 E. Cano, 2nd Fl.
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 13248

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billing for losses paid 38,621.19
4/1/07 to 4/15/07 are in accordance with our contract with Hidalgo County Exhibit A,
dated July 1st. (Check# 315455-315588)

TOTAL CURRENT CHARGES \$ 38,621.19 ✓

Previous Balance Due \$100,084.50

Payments and Credits

04/04/07 Payment received - thank you 29,359.94CR

Total Payments and Credits \$ 29,359.94CR

Total Balance Due \$109,345.75

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6682

INVOICE RECEIVED BY: [Signature] on 4-23-07
GOODS/SERVICES RECEIVED BY: [Signature] on 4-23-07

HIDALGO COUNTY
WORKERS COMP.
2007 APR 23 PM 2 21

Custom Payment Total

Hidalgo County WC Losses Paid 4/1/07 to 4/15/07

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
Alternate Organization 1 Total: 87										8,364.97
Alternate Organization 1 : Hidalgo County										
Alternate Organization 1 Total: 206										30,256.22
Grand Total: 293										38,621.19

2007 APR 22 PM 2 21
HIDALGO COUNTY
WORKERS COMP.

AI-3640

15.C.

**Sheriff Settlement of Vehicle Accident
CC REGULAR**

Date: 05/01/2007
Submitted By: Aida Alvarez, SAFETY/WORKERS' COMP. DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Agenda Item

CAPTION

Safety Division:

1. Approval to accept settlement agreement with Fred Loya Insurance Company for \$9,665.50 to settle auto fleet accident which occurred on 01/18/07 with County vehicle.

2. Approval to authorize Sheriff Guadalupe "Lupe" Treviño to sign Power of Attorney for Title purposes to Fred Loya Insurance Company.

BACKGROUND

Fleet Accident on 01/18/07

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-360-00-000-005-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$9,665.50 to be reimbursed. RC

Attachments

Link: [Settlement Agreement](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/25/2007 11:22 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	04/26/2007 10:13 AM	APRV
3	Purchasing Department	Marty Salazar	04/26/2007 01:27 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 11:46 AM	APRV
5	Court Administrator			NEW

Form Started By: Aida Alvarez

Started On: 04/25/2007 01:53 PM

Final Approval Date:



FRED LOYA INSURANCE

Auto Specialists Since 1974

CLAIMS DIVISION - TOTAL LOSS UNIT

5819 NW LOOP 410 STE.135 - SAN ANTONIO, TX 78238

210-257-4568 TELE 210-509-2009 FAX

FAX	FAX	FAX	FAX	FAX	FAX	FAX	FAX	FAX	FAX	FAX	FAX	FAX	FAX
TO:						FROM:							
RICHARD OZUNA						SCOTT NESBIT							
COMPANY:						DATE:							
HIDALGO COUNTY						March 29, 2007							
FAX NUMBER:						TOTAL NO. OF PAGES INCLUDING COVER:							
956/393-6107						03 PAGES							
PHONE NUMBER:						SENDER'S REFERENCE NUMBER:							
						Claim Number: 579-7192							
RE:						YOUR REFERENCE NUMBER:							
Power of Attorney													
☒ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE													

PLEASE READ CAREFULLY

TO RELEASE TITLE: Only use the POWER of Attorney

1. An authorized representative must sign the Power of Attorney form.
2. DO NOT FILL IN THE MILEAGE AREA.
3. Once completed, fax the form AND a copy of signer's drivers license to:
(210) 509-2009.
4. Take the original Power of Attorney form, the original vehicle title, and copy of your Drivers Licenses to the nearest FRED LOYA INSURANCE office. The office will send the original form, the original vehicle title, and copy of your Drivers License by OVER-NIGHT mail to:

FRED LOYA INSURANCE
ATTN: Robert Chapa
5805 NW Loop 410
San Antonio, TX 78238

IMPORTANT: Upon receipt of the ORIGINAL form(s) by mail, your payment will be mailed to you.

**FRED LOYA INSURANCE
MAVERICK INSURANCE***AUTO SPECIALISTS SINCE 1974*
CLAIMS DIVISION5805 NORTHWEST LOOP 410
SAN ANTONIO, TX 78238
PH: (210) 257-4688
FAX: (210) 509-2009**Date: March 29, 2007****RICHARD OZUNA****Our Insured : PATRICIA COLUNGA**
Claim Number : 579-7192
Date of Loss : 1/10/07
Claimant : HIDALGO COUNTY

PLEASE BE ADVISED THAT THE VEHICLE IS CONSIDERED TO BE A TOTAL LOSS. WE COMPLETED A MARKET SURVEY & AFTER CAREFUL REVIEW, HAVE DETERMINED THE VEHICLE'S ACTUAL CASH VALUE (ACV). THE TOTAL LOSS SETTLEMENT IS AS FOLLOWS:

WE PICK UP THE VEHICLE:	\$9064.00 ACTUAL CASH VALUE
	\$ 566.50 PLUS TAX
	<u>\$ 35.00 PLUS TITLE TRANSFER FEE</u>
	\$9665.50 TOTAL LOSS SETTLEMENT

IF WE PICK UP YOUR VEHICLE, ENCLOSED PLEASE FIND THE POWER OF ATTORNEY / ODOMETER FORM THAT NEEDS TO BE SIGNED AND RETURNED TO OUR OFFICE ALONG WITH THE ORIGINAL CLEAR TITLE AND KEYS FOR YOUR VEHICLE. PLEASE MAKE SURE THAT ALL PERSONS LISTED ON THE TITLE SIGN THE POWER OF ATTORNEY / ODOMETER FORMS EXACTLY AS THEY APPEAR ON THE TITLE. THESE FORMS ALLOW US TO OBTAIN A SALVAGE TITLE ON THE VEHICLE. IF THE FORMS ARE NOT SIGNED OR FILLED IN CORRECTLY, THE SETTLEMENT OF THE CLAIM WILL BE DELAYED.

THE CHECK FOR THE PROPERTY DAMAGE SETTLEMENT WILL BE RELEASED ONCE ALL OF THE TOTAL LOSS PAPERWORK HAS BEEN RECEIVED. SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL.

Sincerely,**SCOTT NESBIT**
Claims Representative

Insured: PATRICIA COLUNGA 579-7192

Power Of Attorney

Vehicle: 2000 FORD EXPEDITION

VIN: 1FMRU17L2YLA80893

I/WE the undersigned, do hereby make, constitute and appoint Loya Insurance Company or any of its Agents my/our true and lawful attorney and to execute and sign my/our name to assignments of titles, transfers of titles, applications or any other forms involving title to the above described motor vehicle.

 _____
Owner Signature

AUTHORIZED REPRESENTATIVE FOR DELTA CON

Owner Address

City, State, Zip

Automobile Bill of Sale

And

Odometer Declaration

State of TEXAS

County of BEXAR

For and in consideration of NINE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS AND FIFTY CENTS (\$9665.50) undersigned does grant bargain, sell and transfer all rights, and title and interest in a vehicle described 2000 FORD EXPEDITION VIN #1FMRU17L2YLA80893 to Loya Insurance Company.

I/We do hereby warrant that I/we have good title to said automobile and the right to sell the same and will defend the title to same on behalf of purchaser against the claims of all persons whatsoever.

I certify to the best of my knowledge that the odometer reading on the above vehicle is: _____ and it reflects the actual mileage of the vehicle unless one of the following statements is checked:

- ☐ The amount of mileage stated is in excess of 99,999 or
☐ The odometer reading is not the actual mileage.

 _____
Owner Signature

AUTHORIZED REPRESENTATIVE FOR DELTA CON

AI-3596

15.D.

UPL

CC REGULAR

Date: 05/01/2007

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Indigent Health Care Program (UPL):

1. Discussion, consideration, and approval to transfer the following amounts to the County of Hidalgo Medicaid Supplemental Program Escrow Acct. No. 1 for Indigent Health Care expenditures:
check register 05/01/2007 amount not to exceed \$46,655.43
check register 05/02/2007 amount not to exceed \$304,568.41
2. Approval of wire transfer to cover the claims to be paid.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [UPL](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel	Damaris San Miguel	04/25/2007 02:42 PM	APRV
2	Budget & Management	Dina Trevino	04/25/2007 04:57 PM	APRV
3	Ana Galvan	Anna Galvan	04/26/2007 08:16 AM	APRV
4	Purchasing Department	Marty Salazar	04/26/2007 12:49 PM	APRV
5	Auditor's Office	Linda Fong	04/28/2007 11:43 AM	APRV
6	Court Administrator			NEW

Form Started By: Damaris San Miguel

Started On: 04/23/2007 08:56 AM

Final Approval Date:

HIDALGO COUNTY INDIGENT HEALTH CARE DEPARTMENT (H.C.I.H.D.) WEEKLY VENDOR PAYMENT ATTESTATION

I attest that the payment amounts inputted by my staff into the CAD Computing Software System for the Indigent Health Care Program for the vendor payments to be approved by the Commissioner's Court on 5-1-07 have not been previously paid. The diskette being submitted to the County Auditor's Office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information in the CAD Computing Software System.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office \$ 46,655.43
(per diskette by the H.C.I.H.C.D. generated from the CAD Computing Software System payment information)

Amount to be paid (per the PROVIDER'S INVOICE REPORT \$ 46,655.43
from the CAD Software.) The amount must agree with the total on the diskette (shown above) being provided to the Auditor's Office.

The H.C.I.H.C.D. staff has compared each invoice being processed for payment this week against the: vendor name, vendor number, amount, pay date, and service date, as shown on the CAD software's "PROVIDERS INVOICE REPORT." Each item compared has been CHECKED OFF in red on the PROVIDER'S INVOICE REPORT (edit report) by the reviewer. The reviewer has signed and dated page one of said report. The report is being submitted to the Auditor's Office with the diskette.

For this week's payments, was the duplicate invoice test run on a daily basis? (yes or no)

yes
yes

All possible duplicates were investigated and when appropriate were deleted from the CAD Software System before the diskette for the Auditor's Office was generated.

Signed: _____
Signature of H.C.I.H.C.D. Director

4/24/07

Complete this form on a weekly basis & send to the County Auditor's Office with the disk for payment.

Notes:

Hidalgo County Indigent Health Care Program

Date: Tue Apr 24, 2007

Diskette Report Completed for 05-01-2007 to 05-01-2007

Number of Invoices: 221

Total Amount to Pay: \$46,655.43

Time Elapsed: 00:00:05

Drive, Path & Filename: C:DiskRept.ven

Date: 04-24-2007

Providers' Invoices, from 05-01-2007 to 05-01-2007

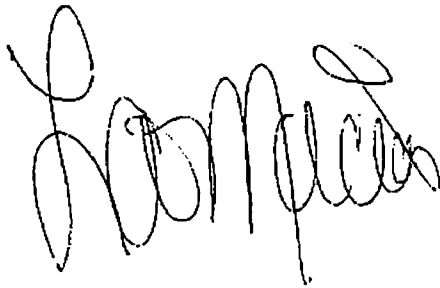
Page 12

Continued: WEST VALLEY RADIOLOGY ASS

Name: WEST VALLEY RADIOLOGY ASS I.H.C.Code: 08811 TaxNo: 308811

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00000871	96.00	05-01-07	12-30-06	584891	N	44105046
00000909	6.39	05-01-07	11-29-06	913166	N	44105046
00000910	45.74	05-01-07	12-04-06	913166	N	44105046
00000912	6.39	05-01-07	12-07-06	913166	N	44105046
Total	154.52	Invoices	4			

GndTotal 46,655.43 Number of Invoices: 221



HIDALGO COUNTY INDIGENT HEALTH CARE DEPARTMENT (H.C.I.H.D.) WEEKLY VENDOR PAYMENT ATTESTATION

I attest that the payment amounts inputted by my staff into the CAD Computing Software System for the Indigent Health Care Program for the vendor payments to be approved by the Commissioner's Court on 5/2/07 have not been previously paid. The diskette being submitted to the County Auditor's Office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information in the CAD Computing Software System.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office
(per diskette by the H.C.I.H.C.D. generated from the CAD Computing
Software System payment information)

\$ 304,568.41

Amount to be paid (per the PROVIDER'S INVOICE REPORT
from the CAD Software.) The amount must agree with the total on the diskette (shown
above) being provided to the Auditor's Office.

\$ 304,568.41

The H.C.I.H.C.D. staff has compared each invoice being processed for payment this week against the: vendor name, vendor number, amount, pay date, and service date, as shown on the CAD software's "PROVIDERS INVOICE REPORT." Each item compared has been CHECKED OFF in red on the PROVIDER'S INVOICE REPORT (edit report) by the reviewer. The reviewer has signed and dated page one of said report. The report is being submitted to the Auditor's Office with the diskette.

yes

For this week's payments, was the duplicate invoice
test run on a daily basis? (yes or no)

yes

All possible duplicates were investigated and when appropriate were deleted from the CAD Software System before the diskette for the Auditor's Office was generated.

Signed: _____

Signature of H.C.I.H.C.D. Director

Complete this form on a weekly basis & send to the County Auditor's Office with the disk for payment.

Notes:

Hidalgo County Indigent Health Care Program

Date: Wed Apr 25, 2007

Diskette Report Completed for 05-02-2007 to 05-02-2007

Number of Invoices: 2,732

Total Amount to Pay: \$304,568.41

Time Elapsed: 00:00:17

Drive, Path & Filename: C:DiskRept.ven

Date: 04-25-2007

Providers' Invoices, from 05-02-2007 to 05-02-2007

Page 79

Continued: WOMENS HEALTH SPECIALISTS

Name: WOMENS HEALTH SPECIALISTS I.H.C.Code: 78513 TaxNo: 278513

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00000094	22.24	05-02-07	02-05-07	177388	N	44105046
00000088	31.28	05-02-07	01-16-07	354462	N	44105046
00000092	40.42	05-02-07	01-16-07	354462	N	44117044
Total	126.65	Invoices	5			

Name: YAZJI, MONZER H. MD&ASSO I.H.C.Code: 38295 TaxNo: 238295

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00008075	53.72	05-02-07	02-05-07	002767	N	44117044
00008068	28.78	05-02-07	01-03-07	009402	N	44117044
00008074	28.78	05-02-07	02-20-07	009402	N	44117044
00008070	28.78	05-02-07	02-20-07	09402A	N	44117044
00008071	10.47	05-02-07	02-20-07	09402A	N	44105046
00008069	34.84	05-02-07	01-29-07	292578	N	44117044
00008067	28.78	05-02-07	01-30-07	460435	N	44117044
00008073	28.78	05-02-07	02-20-07	948784	N	44117044
Total	242.93	Invoices	8			

Name: ZAPATA, HUGO MD. I.H.C.Code: 80147 TaxNo: 250147

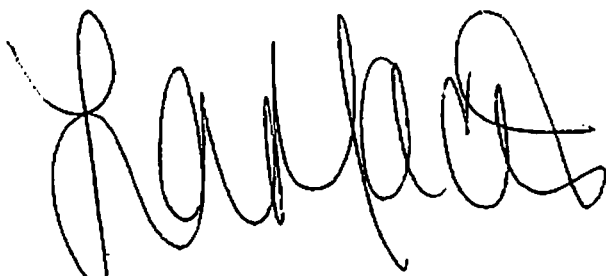
Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00000271	420.80	05-02-07	01-04-07	003365	N	44117044
00000272	72.87	05-02-07	01-04-07	003365	N	44105046
Total	493.67	Invoices	2			

Name: ZUKA KHABBAZEH, M.D. P.A. I.H.C.Code: 95782 TaxNo: 195782

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00000473	97.33	05-02-07	01-31-07	292578	N	44117044
00000474	19.25	05-02-07	02-28-07	292578	N	44117044
00000475	194.47	05-02-07	01-25-07	628587	N	44105046
Total	310.95	Invoices	3			

GndTotal 304,568.41

Number of Invoices: 2732



AI-3608

15.E.

457 Plan Report
CC REGULAR

Date: 05/01/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Walter Reyna
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Presentation on the status of the Hidalgo County 457 Plan - Walter Reyna

BACKGROUND

Revenue & Expenditures

Attachments

Link: [e-mail](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/25/2007 09:26 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	04/26/2007 03:32 PM	APRV
3	Dina Trevino	Dina Trevino	04/26/2007 04:28 PM	APRV
4	Purchasing Department	Marty Salazar	04/27/2007 11:41 AM	APRV
5	Auditor's Office	Linda Fong	04/28/2007 11:42 AM	APRV
6	Court Administrator			NEW

Form Started By: Monica Badillo

Started On: 04/24/2007 10:47 AM

Final Approval Date:

From: Walter Reyna [Add to Address Book](#) **Successfully Added**

To: monica.badillo@co.hidalgo.tx.us

Date: Monday, April 09, 2007 4:43:40 PM

Subject:

Dear Ms. Badillo:

I'm asking that you place me on the agenda for the may 1st County commissioners' meeting so that i can report on the state of the county 457 plan.

Please advise.

Walter Reyna, CFP

AI-3685

15.F.

**RMA interest rate disclosure on Agreement
CC REGULAR**

Date: 05/01/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Ratification of Interlocal Agreement between County of Hidalgo and the Hidalgo County Regional Mobility Authority reflecting loan interest rate disclosure on Section 2.03 of Agreement

BACKGROUND

Rate had not been filled in on agreement - Rate is 8.25%

Revenue & Expenditures

Attachments

Link: [ratification](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/27/2007 03:11 PM	APRV
2	Sergio Cruz	Sergio Cruz	04/27/2007 03:21 PM	APRV
3	Purchasing Department	Marty Salazar	04/27/2007 03:54 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 11:47 AM	APRV
5	Court Administrator			NEW

Form Started By: Monica Badillo

Started On: 04/27/2007 09:20 AM

Final Approval Date:

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO
AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

This Interlocal Agreement (the "Agreement") is entered into between **HIDALGO COUNTY, TEXAS** a political subdivision of the State of Texas (the "County"), by and through the Hidalgo County Commissioners Court ("Commissioners Court"), and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** ("HCRMA"), by and through its Board of Directors ("Board of Directors").

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that one or more agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefits of the parties;

WHEREAS, the County is authorized by state law to construct and maintain roads and bridges within Hidalgo County;

WHEREAS, on October 26, 2004, the Commissioners Court, at a special meeting approved a petition to the Texas Department of Transportation (the "Commission") requesting the authorization to form the Hidalgo County Regional Mobility Authority (the "HCRMA") as required by TAC Chapter 26 (the "RMA Rules");

WHEREAS, at regular meetings of the Commissioners Court held on March 29, 2005 and July 19, 2005, the Commissioners Court amended and restated the HCRMA petition to the Commission;

WHEREAS, the Commission, as required by V.T.C.A. Transportation Code, Chapter 370, the Regional Mobility Authority Act (the "Act") and the RMA Rules, by Minute Order No. 110315 dated November 17, 2005 authorized the creation of the HCRMA;

WHEREAS, the HCRMA has agreed pursuant to its application to the Commission to study the feasibility of establishing a network of roads within Hidalgo County;

WHEREAS, the HCRMA is seeking funds to pay for its initial start up and operating expense, until such time as the HCRMA can obtain sufficient revenues to fund its own operations internally;

WHEREAS, the County has agreed to provide a loan to the HCRMA in order to pay for expenses associated with creating the HCRMA and its initial funding;

WHEREAS, the HCRMA's and Board of Directors have been appointed and the HCRMA is now operational;

WHEREAS, the HCRMA's Board of Directors have passed a resolution dated _____ wherein the Board authorized the HCRMA to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in, the undersigned parties agree as follows:

ARTICLE 1 PURPOSE

1.01 The HCRMA is authorized to fund its operations, *inter alia*, through the acceptance of grants and loans, the issuance of revenue bonds, gifts and other contributions for any purpose of the Act.

1.02 The purpose of this Agreement is to memorialize an understanding under which the County will assist the HCRMA by making available a loan of funds to support the HCRMA 's organization efforts. The funds to be loaned to the HCRMA by the County are permitted under the authority of the Act and pursuant to Texas Constitution Article III, Section 52.

ARTICLE 2 FINANCIAL ASSISTANCE

2.01 In order to provide the HCRMA with initial operating funds prior to the HCRMA obtaining other sources of financing or revenue as provided for in the Act, to finance a "Transportation Project" as that term is defined in the Act, the Commissioners Court on October 24, 2006, determined that the establishment of the HCRMA within Hidalgo County serves a valid public purpose, and accordingly approved an initial loan of funds to the HCRMA in the amount of **FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00)** in 2006 an amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00)** (collectively the "Initial Loans"), for the purpose of assisting the HCRMA in its organization efforts. In the event that the parties agree at a later date that additional funding is necessary for ongoing operations, the parties shall execute new agreements evidencing that indebtedness. Should the HCRMA request additional funding, the request shall be submitted as part of the County's annual budget process.

2.02 HCRMA shall establish a "Hidalgo County Loan Account" at its depository bank. The date the Loan proceeds are transferred from the County to the Hidalgo County Loan Account is hereinafter referred to as the "Deposit Date." HCRMA's depository bank shall not commingle funds in the Hidalgo County Loan Account with any other funds held by the depository bank. If, during the course of this Agreement, the HCRMA changes its depository bank, the HCRMA shall cause the transfer of any remaining funds in the Hidalgo County Loan Account into an equivalent account in the new depository bank, subject to the same security and fund segregation requirements prescribed in this paragraph.

2.03 Interest on the amount of the Loan shall accrue from the Deposit Date at the rate of 8.25% simple interest per annum, and, if not paid, shall compound at the rate of 8.25% per annually on the Deposit Date of each succeeding year, until such time as the Loan amount and any accrued interest thereon is paid.

2.04 The parties to this Agreement agree that the Loan provided for herein shall be reimbursed in total from the proceeds of the first available revenues received by the HCRMA to construct the Transportation Project, or from any other lawful funds of the RMA. If bonds are issued for the acquisition and construction of the first Transportation Project undertaken by the HCRMA, a portion of the proceeds from the bonds shall be used to retire the Loan and any interest accrued thereon in full upon their issuance. In the event a third party builds the Transportation Project, the County shall receive as part of the agreement between the third party and the HCRMA funds sufficient to pay the Loan amount and any interest thereon in its entirety, within sixty (60) days of the execution of the agreement between HCRMA and the third party. In the event the Transportation Project referenced above is never undertaken by the HCRMA, the parties agree to negotiate in good faith the repayment of the Loan advanced to the HCRMA pursuant to this Agreement.

2.05 Any partial payments made to the County by the HCRMA in payment of the Loan shall first be applied to reduce the amount of any accrued interest thereon and then to the principal amount of the Loan.

2.06 The Loan to be made available to HCRMA by the County under the provisions of this Agreement is contingent upon an appropriation by County to cover the provisions of this Agreement. Neither County, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of County makes any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of County. The failure of County to appropriate sufficient funds will not cause County to be in default under this Agreement, and HCRMA's sole and exclusive remedy shall be to terminate this Agreement.

ARTICLE 3 HCRMA 'S RESPONSIBILITIES

3.01 The Hidalgo County Treasurer's Office will, upon request, process payroll for the HCRMA. If the Hidalgo County Treasurer's Office processes payroll for the HCRMA, the HCRMA prior to each pay period agrees to deposit with the County funds sufficient to cover all the HCRMA's salary and benefits expense.

3.02 HCRMA agrees to perform and comply in accordance with all federal, state, and local laws and ordinances applicable to the work or services performed pursuant to this Agreement and the operation of the HCRMA.

3.03 HCRMA shall on a quarterly basis submit a report detailing how the HCRMA has expended any and all of the Loan funds received under this Agreement during the past quarter. The County reserves the right to audit any and all of the HCRMA's records pertaining to the Loan funds received pursuant to this Agreement. HCRMA shall use generally accepted state and federal accounting procedures to account for the entire Loan funds. HCRMA will make all of its accounting records available at reasonable times to the County for audit and inspection throughout the term of this Agreement and the Hidalgo County Commissioners Court or the Hidalgo County Auditor's Office may request during the term of this Agreement, at their sole discretion, any additional reporting documents they deem appropriate. In addition, HCRMA agrees to maintain and preserve the accounting records pertaining to the Loan funds for a period of two years after the termination of the Agreement, and the County shall have the right to audit and review these records at reasonable times, during this period. This provision shall survive the termination of this Agreement.

ARTICLE 4 DEFAULT

4.01 Should HCRMA not repay the Loan as set forth in Article II, the County shall declare HCRMA in default. HCRMA shall be responsible for reimbursing the County for all costs or other losses of funds resulting from any default or failure to perform by HCRMA. HCRMA acknowledges and agrees that the County has no adequate remedy at law to enforce this Agreement and therefore equitable relief (including mandatory injunctions requiring HCRMA to perform its obligations hereunder) will be appropriate upon a default by HCRMA under this Agreement.

ARTICLE 5 TERM & TERMINATION

5.01 The parties understand and agree that this Agreement shall remain in full force and effect until such time as any Loan funds advanced to the HCRMA by the County under this arrangement are repaid in full, or such earlier time if terminated by

County. In order to accomplish this in accordance with the requirements of Chapter 791 of the Government Code, this Agreement will be for a term of one (1) year and shall automatically renew itself annually thereafter, unless the County terminates it earlier. County may terminate this Agreement at any time by providing reasonable advance written notice to HCRMA. Upon termination the Loan shall be due and payable in full.

ARTICLE 6 INDEMNIFICATION

6.01 HCRMA, to the extent permitted by law, agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the HCRMA and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the HCRMA or any agent, employee, official, or contractor of the HCRMA. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

ARTICLE 7 LEGAL CONSTRUCTION

7.01 In case one or more of the provisions contained in this Agreement shall for any reason be held 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.

ARTICLE 8 AMENDMENTS

8.01 Any changes in the character, agreement, terms, or responsibilities of the parties must be made through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties.

ARTICLE 9 SUCCESSORS & ASSIGNS

9.01 This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including, without limitation, any successor agency, of a party. HCRMA is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the County. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the County shall be void and may be grounds for termination of this Agreement.

ARTICLE 10 RELATIONSHIP OF THE PARTIES

10.01 Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the State and the County.

ARTICLE 11 INTERPRETATION

11.01 No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

ARTICLE 12 SIGNATORY AUTHORITY

12.01 Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the State and the County, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

ARTICLE 13 NOTICES

13.01 Any notice, notification instrument, document, or information (collectively, a "Notice") which is required, provided, or permitted to be sent, furnished, or delivered pursuant to the provisions of this Agreement, must be in writing. If a Notice is sent by telecopier, it must be properly addressed, reflecting the telecopier telephone number of the addressee(s), and must be transmitted by a telecopier which produces a dated confirmation message. If a Notice is sent by other than a telecopier, the Notice must be enclosed in a sealed wrapper, properly addressed, and either (i) delivered to and receipted for by a messenger or overnight delivery service, with instructions for delivery on the same day or the next day which is not a Saturday, Sunday or legal holiday, or (ii) deposited with the domestic mail service of the United States Postal Service at post office or official depository under the care and custody of the United States Postal Service with sufficient postage prepaid, sent by United States registered or certified first class mail, return receipt requested. The addresses and telecopier telephone numbers to which any Notice is to be sent are as follows:

HCRMA: Executive Director, HCRMA
c/o LRGCDC
311 N. 15th St.
McAllen, Texas 78501
Fax No. (956)631-4670

COUNTY: Hidalgo County Judge
100 E. Cano
Edinburg, Texas 78539
Fax No. (956) 318-2699

ARTICLE 14 PRIOR WRITTEN AGREEMENTS

14.01 This Agreement is without regard to any and all prior written or oral contracts or agreements between the County and HCRMA regarding any other subject or matter and does not modify, amend, ratify, confirm or renew any such prior contract or agreement between the parties and this Agreement contains all agreements between the parties, and the parties shall not recognize any agreement not contained herein.

ARTICLE 15 OTHER SERVICES

15.01 Anything contained herein notwithstanding, the County shall not be obligated to fund additional monies or provide any additional services other than as stated in the Agreement.

ARTICLE 16 GOVERNMENTAL IMMUNITY

16.01 Nothing in this Agreement shall, be deemed or construed to waive, modify or amend any legal defense available at law or in equity to either party, nor to create any legal rights or claim on behalf of any third party. Neither the County nor HCRMA waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

ARTICLE 17 MULTIPLE COUNTERPARTS

17.01 This Agreement may be executed by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument.

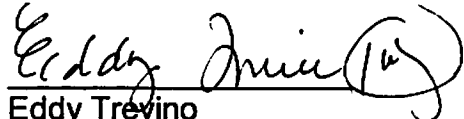
This Agreement is entered into this ____ day of _____, 2006.

HIDALGO COUNTY



Ramon Garcia
Hidalgo County Judge

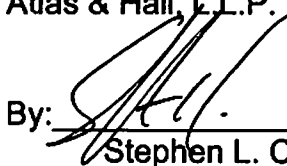
ATTEST:



Eddy Trevino
County Clerk

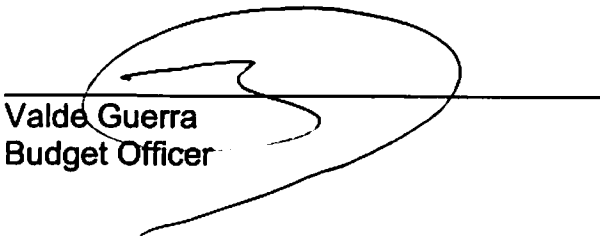
APPROVED AS TO LEGAL FORM

Atlas & Hall, L.L.P.

By: 

Stephen L. Crain

APPROVED AS TO FINANCIAL CONTENT



Valde Guerra
Budget Officer

**HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY**



Name: Dennis Burleson
Chairman, Board of Directors

ATTEST:

Secretary

APPROVED BY
COMMISSIONERS' COURT
ON: DEC 12 2006 



AI-3684

15.G.

closing documents for purchase of Roberts Property
CC REGULAR

Date: 05/01/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Steve Crain
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of all closing documents for the purchase of Roberts Chevrolet Property

BACKGROUND

No documents provided at this time.

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 7-1336-419-40-220-028-0-719

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

BUDGETARY IMPACT:

Available balance is \$6,822,700.00 as of 4/27/07.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/27/2007 03:10 PM	APRV
2	Dale Kennan	Dale Kennan	04/27/2007 04:26 PM	APRV
3	Purchasing Department	Marty Salazar	04/27/2007 04:39 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 11:48 AM	APRV
5	Court Administrator			NEW

Form Started By: Monica Badillo

Started On: 04/27/2007 09:17 AM

Final Approval Date:

AI-3681

15.H.

CC Rules of Decorum

CC REGULAR

Date: 05/01/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: County Judge's Office
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of Rules of Procedure, Conduct and Decorum at Meetings of County Commissioners' Court

BACKGROUND

Revenue & Expenditures

Attachments

Link: [rules](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 10:46 PM	APRV
2	Purchasing Department	Marty Salazar	04/27/2007 11:42 AM	APRV
3	Auditor's Office	Linda Fong	04/28/2007 11:41 AM	APRV
4	Court Administrator			NEW

Form Started By: Monica Badillo

Started On: 04/26/2007 04:40 PM

Final Approval Date:

RULES OF PROCEDURE, CONDUCT AND DECORUM
AT MEETINGS OF THE
COUNTY COMMISSIONERS' COURT

- I. All Regular, Special, Emergency and Executive Session Meetings of the Hidalgo County Commissioners' Court will be called and conducted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Government Code.
- II. Regular, Special and Emergency Meetings of the Hidalgo County Commissioners' Court are open to the public and to representatives of the press and media. Executive Sessions of the Commissioners' Court are not open to the public, the press or the media and only those individuals expressly requested or ordered to be present are allowed to attend Executive Session.
- III. The Hidalgo County Commissioners' Court meets in Regular Session on the second Tuesday of each month. In order for a matter or issue to appear as an agenda item on the Agenda of any Regular Meeting of the Commissioners' Court, a request must be filed with and approved by at least one member of the Commissioners' Court and/or the County Judge by 5:00 p.m. on the Wednesday immediately preceding the next Regular Meeting of the Commissioners' Court.
- IV. The business of Hidalgo County is conducted by and between the members of the Hidalgo County Commissioners' Court and by those members of the County staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public is invited to attend all meetings of the Commissioners' Court (except Executive Sessions) the public's participation therein is limited to that of observers unless a member (or members) of the public is requested to address the Commissioners' Court on a particular issue (or issues) or unless the member (or members) of the public completes a Public Participation Form and submits same to the Court Administrator prior to the time the agenda item (or items) is addressed by the Court. A sample of the Hidalgo County Commissioners' Court Public Participation Form is attached hereto as Exhibit "A".
 - A. Each member of the public who appears before the Commissioners' Court shall be limited to a maximum of five (5) minutes to make his/her remarks. Time for each speaker shall be maintained by the County Clerk or such other designated representative of the Commissioners' Court.
 - B. Maximum discussion on any agenda item, regardless of the number of members of the public wishing to address the Commissioners' Court on such agenda item (or items), shall be limited to thirty (30) minutes. In the event that more than six (6) members of the public wish to address a particular agenda item (or items), then only the first six (6) speakers will be recognized. To the extent possible, the six (6) members of the public recognized to speak shall be divided equally between those members of the public wishing to speak for the agenda item (or items) and those members of the public wishing to speak against the agenda item (or items).
 - C. In matters of exceptional interest, the Court may, by the majority consensus of the members of the Court in attendance at the meeting, either shorten or lengthen the time allocated for a particular member of the public, all members of the public and/or the amount of time allocated for all agenda items and/or a specific agenda item.

- D. It is the intention of the Court to provide an open access to the citizens of Hidalgo County to address the Commissioners' Court and express themselves on issues of County Government. Members of the public are reminded that the Hidalgo County Commissioners' Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Hidalgo County Commissioners' Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special and/or Emergency Meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Proper attire for men, women and children is mandatory. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's Order and/or continued disruption of the meeting may result in a Contempt of Court citation.
- E. It is not the intention of the Hidalgo County Commissioners' Court to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the Court to allow a member (or members) of the public to insult the honesty and/or integrity of the Court, as a body, or any member or members of the Court, individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic, or gender slurs or epithets will not be tolerated. Violation of these rules may result in the following sanctions:
1. cancellation of a speaker's remaining time;
 2. removal from the Commissioners' Courtroom;
 3. a Contempt Citation; and/or
 4. such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas.
- V. The County Judge is the presiding officer of the Hidalgo County Commissioners' Court and is a fully participating member thereof. In the event of the absence of the County Judge, the senior member of the Commissioners' Court (in terms of total number of years as an elected representative) present at the Regular, Special, Emergency Meeting or Executive Session, shall serve as the Judge Pro-Tem of the Court. However, nothing herein shall prevent the senior member of this Commissioners' Court from delegating this duty to another member of the Commissioners' Court.
- VI. The County Judge (or the designated Judge Pro-Tem of the Commissioners' Court), as presiding officer of the Commissioners' Court, is responsible for conducting all meetings and members of the public who have properly completed a Public Participation Form and submitted same to the Court Administrator must wait to be recognized before they will be allowed to address the Court.
- VII. Special Rules for the Press and Media:
- A. No media personnel or equipment, including lights, cameras or microphones will be located on the Commissioners' Court bench no closer than seven feet 7") in front of the Commissioners' Court bench.
 - B. Reporters and media technicians are required to structure their movements, equipment set-up and take-down and adjustments, etc. in such a manner as to not disrupt the Commissioners' Court deliberations or the ability of the public to see, hear, and participate in the proceedings.

- C. Interviews shall not be conducted inside the Commissioners' Courtroom during the time the Court is in session.
- D. Media interviews which are conducted outside the Commissioners' Courtroom should be conducted in such a manner that the interview does not disturb, impede or disrupt the proceedings of any Regular, Special, Emergency and/or Executive Session Meeting of the Court.
- VIII. The Sheriff of Hidalgo County, Texas, or his designated deputy, shall serve as the Bailiff at all Regular, Special and Emergency Meetings of the Court. However, in the event of the absence of the Officer, or in the event that there exists a conflict of interest between the Officer, and the Commissioners' Court, or in the event of an Executive Session of the Court in which the Officer is not an authorized participant, then in such event, the Court shall appoint such other commissioned peace officers to serve as Bailiff as may be necessary.
- IX. From time to time, the Commissioners' Court shall conduct community meetings and public hearings. These rules of procedure, conduct and decorum shall also apply to such community meetings and public hearings, however, the Commissioners' Court may adopt such additional and supplemental rules for such meetings as may be necessary and appropriate to conduct such meetings in an orderly, efficient and proper manner.
- X. These Rules of Procedure, Conduct and Decorum at Meetings of the Hidalgo County Commissioners' Court shall be effective immediately upon adoption by the Court and shall remain in full force and effect until amended or repealed by a majority vote of the Commissioners' Court.

ADOPTED BY THE UNANIMOUS VOTE OF THE HIDALGO COUNTY COMMISSIONERS' COURT on this the _____ day of _____, ____.

Juan D. Salinas III, County Judge

Sylvia S. Handy
Commissioner, Pct. 1

Joe M. Flores
Commissioner, Pct. 3

Hector "Tito" Palacios
Commissioner, Pct. 2

Oscar L. Garza Jr.
Commissioner, Pct. 4

Attest:

Arturo Guajardo Jr.
County Clerk

COUNTY COMMISSIONERS' COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: _____

HOME ADDRESS: _____

HOME TELEPHONE: _____

PLACE OF EMPLOYMENT: _____

EMPLOYMENT TELEPHONE: _____

Do you represent any particular group or organization? _____

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address? _____

In general, are you for or against such agenda item (or items)?

Signature: _____

NOTE: This Public Participation Form must be presented to the Court Administrator prior to the time that the agenda item (or items) you wish to address are discussed before the Court.

AI-3641

15.I.

**Interdepartmental Transfer from Co. Wide Contingency to B & G
CC REGULAR**

Date: 05/01/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration to Buildings & Grounds in the amount of \$40,000.00.

BACKGROUND

To fund the ADA compliance repairs.

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance in the Co. Wide Contingency Acct as of 4-25-07 is \$648,883.49.

Attachments

Link: [3641 Inter-Dept B&G 5-1-07](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 07:38 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	04/26/2007 10:25 AM	APRV
3	Purchasing Department	Marty Salazar	04/26/2007 01:28 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 11:34 AM	APRV
5	Court Administrator			NEW

Form Started By: Ivan Cantu

Started On: 04/25/2007 02:12 PM

Final Approval Date:

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: April 30, 2007

AI# 3641

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT C/O BUILDINGS & GROUNDS

ACCOUNT NUMBER: 7-1100-41X-X0-XXX-00X-0-XXX

CONTACT PERSON: IVAN CANTU **TELEPHONE NO.** (956) 292-7025

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental Transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1100-415-00-115-002-0-899	CO WIDE ADMIN-CONTINGENCY	(40,000.00)
TO		
7-1100-419-40-220-001-0-671	GEN. GOVT. BLDG-BLDG. R&M SUPPLIES	40,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: INTER-DEPARTMENTAL TRANSFER TO FUND THE ADA COMPLIANCE REPAIRS.

DEPARTMENT HEAD SIGNATURE

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-3638

15.J.

Inter-Dept Transfer from Co. Wide Contingency to B &G
CC REGULAR

Date: 05/01/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 Inter-Departmental Transfer (1100) from County Wide Contingency to Buildings & Grounds in the amount of \$13,000.00.

BACKGROUND

To fund the removal & replacement of the floor at the Elections Dept.

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance in Countywide Contingency Acct is \$648,883.49 as of 4-25-07.

Attachments

Link: [3638 Inter-Dept B & G 5-1-07](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 07:20 AM	APRV
2	Dina Trevino	Dina Trevino	04/27/2007 03:46 PM	APRV
3	Purchasing Department	Marty Salazar	04/27/2007 03:52 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 11:33 AM	APRV
5	Court Administrator			NEW

Form Started By: Ivan Cantu

Started On: 04/25/2007 01:44 PM

Final Approval Date:

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: April 30, 2007

AI# 3638

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT C/O BUILDINGS & GROUNDS

ACCOUNT NUMBER: 7-1100-41X-X0-X1X-00X-0-XXX

CONTACT PERSON: IVAN CANTU **TELEPHONE NO.** (956) 292-7025

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental Transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1100-415-00-115-002-0- 899	CO WIDE ADMIN- CONTINGENCY	(13,000.00)
TO		
7-1100-419-40-220-001-0- 431	GEN. GOVT. BLDG- BLDG R&M SERVICE	13,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: INTER-DEPARTMENTAL TRANSFER TO FUND THE REMOVAL & REPLACEMENT OF THE FLOOR AT THE ELECTIONS DEPT.

DEPARTMENT HEAD SIGNATURE

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-3619

15.K.

Inter-departmental from Co. Wide Admin to Amigos del Valle
CC REGULAR

Date: 05/01/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interdepartmental transfer from County Wide Administration to DBM-Amigos del Valle in the amount of \$17,500.00.

BACKGROUND

To fund membership dues for Amigos del Valle from 2003 through 2007 (\$3,500/yr).

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-067-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance in Co.Wide Contingency Acct is \$648,883.49 as of 4-24-07.

Attachments

Link: Inter-departmental from Co. Wide Admin to Amigos del Valle
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/25/2007 09:31 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	04/27/2007 08:50 AM	APRV
3	Budget & Management	Damaris San Miguel	04/27/2007 02:08 PM	APRV
4	Purchasing Department	Marty Salazar	04/27/2007 03:09 PM	APRV
5	Auditor's Office	Linda Fong	04/28/2007 11:32 AM	APRV
6	Court Administrator			NEW

Form Started By: Ivan Cantu

Started On: 04/24/2007 04:09 PM

Final Approval Date:

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: April 30, 2007

AI# 3619

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: Department of Budget & Management c/o Amigos del Valle

ACCOUNT NUMBER: 7-1100-444-00-115-067-0-XXX

CONTACT PERSON: IVAN CANTU **TELEPHONE NO.** (956) 292-7025

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental Transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1100-415-00-115-002-0- 899	CO WIDE ADMIN- CONTINGENCY	(17,500.00)
TO		
7-1100-444-00-115-067-0- 810	AMIGOS DEL VALLE- DUES & MEMBERSHIPS	17,500.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: INTER-DEPARTMENTAL TRANSFER TO FUND MEMBERSHIP DUES FOR AMIGOS DEL VALLE FROM 2003-2007 \$3,500.00/YR.

DEPARTMENT HEAD SIGNATURE

/ /

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-3673

15.L.

2007 Interdepartmental from Contingency to Juvenile Detention Center (1100)
CC REGULAR

Date: 05/01/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Juvenile Detention Center
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 interdepartmental transfer from (1100) County Wide Administration to the Juvenile Detention Center in the amount of \$770.00.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 7-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 7-1100-415-00-115-002-0-899 to 7-1100-423-32-330-001-0-413 in the amount of \$770.00. Available balance in 7-1100-415-00-115-002-0-899 is \$648,883.49 as of 4/26/07.

Attachments

Link: [2007 Interdepartmental Transfer](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 04:08 PM	APRV
2	Purchasing Department	Marty Salazar	04/27/2007 11:42 AM	APRV
3	Auditor's Office	Linda Fong	04/28/2007 11:31 AM	APRV
4	Court Administrator			NEW

Form Started By: Dale Kennan **Started On:** 04/26/2007 10:04 AM

Final Approval Date:

AI-3624

15.M.

2007 Appropriation for the Self-funded Worker's Compensation Fund (2202)
CC REGULAR

Date: 05/01/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Worker's Compensation Division
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

1. Approval of 2007 appropriation of funds for Drainage District W/C Fund (2202) in the amount of \$60,000.00.
2. Approval of 2007 appropriation of funds for Headstart W/C Fund (2202) in the amount of \$80,000.00.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Budget Amendment](#)

Link: [Budget Amendment](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/25/2007 11:12 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	04/27/2007 04:01 PM	APRV
3	Purchasing Department	Marty Salazar	04/27/2007 04:33 PM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 11:29 AM	APRV
5	Court Administrator			NEW

Form Started By: Dale Kennan

Started On: 04/25/2007 09:18 AM

Final Approval Date:

ATTEST COUNTY CLERK

ATTEST COUNTY CLERK

AI-3629

15.N.

**2007 Appropriation for Health Benefits Fund (2201) for Urban County
CC REGULAR**

Date: 05/01/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Health Benefits Fund (2201)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 appropriation for the Health Benefits Fund (2201) for Urban County in the amount of \$140,000.00.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [2007 BA for Health Benefits Fund \(2201\)](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 07:15 AM	APRV
2	Dina Trevino	Dina Trevino	04/27/2007 03:45 PM	APRV
3	Sergio Cruz	Sergio Cruz	04/27/2007 04:53 PM	APRV
4	Purchasing Department	Marty Salazar	04/28/2007 08:43 AM	APRV
5	Auditor's Office	Linda Fong	04/28/2007 11:27 AM	APRV
6	Court Administrator			NEW

Form Started By: Dale Kennan

Started On: 04/25/2007 10:19 AM

Final Approval Date:

AI-3625

15.O.

2007 Appropriation for 2004 Certificate of Obligation Fund (1334)

CC REGULAR

Date: 05/01/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Certificate of Obligation Fund (1334)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 appropriation of funds for 2004 Certificate of Obligation - Precinct 3 (1334) in the amount of \$41,950.00.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1334-431-00-220-022-0-452

FUNDS AVAILABLE Y/N?: N

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of \$41,950.00 to cover negative balance on account.

Attachments

Link: [3625-BA CO 2004 5-1-07](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/25/2007 11:13 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/26/2007 08:20 AM	APRV
3	Dina Trevino	Dina Trevino	04/27/2007 03:41 PM	APRV
4	Purchasing Department	Marty Salazar	04/27/2007 03:52 PM	APRV
5	Auditor's Office	Linda Fong	04/28/2007 11:26 AM	APRV
6	Joy Hsu			PEND
7	Court Administrator			

Form Started By: Dale Kennan

Started On: 04/25/2007 09:35 AM

Final Approval Date:

AI 3625

DEPARTMENT NAME: Dept. of Budget & Management for the
2004 Certificate of Obligation Fund-For
Precinct 3 (1334)

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

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

REASON: To appropriate funding to cover negative balances for C.O.,2004-PCT 3 MAINT BLDG-BLDG ADD & RENOVATIONS account.

ATTEST COUNTY CLERK

AI-3688

15.P.

Inter-fund transfer from 1336 to 1301 Old K-Mart Bldg.

CC REGULAR

Date: 05/01/2007
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interfund transfer from (1336) C.O. 2006 to (1301) K-Mart Property in the amount of \$350,000.00.

BACKGROUND

Needed to pay for the change order and generator.

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1336-419-40-220-025-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 4-27-07 3,500,000.00.

Attachments

Link: [3688 Inter fund B & G 5-1-07](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/27/2007 04:18 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/27/2007 05:04 PM	APRV
3	Purchasing Department	Marty Salazar	04/28/2007 08:43 AM	APRV
4	Auditor's Office	Linda Fong	04/28/2007 11:25 AM	APRV
5	Joy Hsu			PEND
6	Court Administrator			

Form Started By: Dina Trevino

Started On: 04/27/2007 04:03 PM

Final Approval Date:

DATE: April 30, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department Of Budget & Mangement c/o Bldg & Grd.

ACCOUNT NUMBER: 7-1301-415-00-120-007-0-720

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-fund transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1336-419-40-220-025-0 452	C.O., 2006-B&G-ADM BLDG-BLDG ADD & RENOV.	(350,000.00)
7-1336-491-01-000-301-0- 891	TRANSFER OUT	350,000.00
TO		
7-1301-391-01-000-336-0 000	TRANSFER IN	350,000.00
7-1301-415-00-120-007-0 720	K-MART PROPERTY-BUILDINGS	350,000.00
TOTAL BUDGET INCREASE (DECREASE)		350,000.00

REASON: INTERFUND TRANSFER FROM 1336 C.O. 2006 TO 1301 K-MART PROPERTY TO FUND THE CHANGE ORDER & GENERATOR.

SIGNATURE

/ /

AI-3637

17.E.

Palm Tree Replacement
CC REGULAR

Date: 05/01/2007
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Claim of Hugo Gomez.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 07:19 AM	APRV
2	Purchasing Department	Marty Salazar	04/26/2007 01:27 PM	APRV
3	Auditor's Office	Linda Fong	04/28/2007 11:34 AM	APRV
4	Court Administrator			NEW

Form Started By: Norma Silva

Started On: 04/25/2007 01:26 PM

Final Approval Date:

AI-3645
CL-07-1138-A
CC REGULAR

17.F.

Date: 05/01/2007
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Enrique Hernandez Lopez & Diana Hernandez vs Jose Hernandez Herrera & Hidalgo County WCID.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/26/2007 07:39 AM	APRV
2	Purchasing Department	Marty Salazar	04/26/2007 01:28 PM	APRV
3	Auditor's Office	Linda Fong	04/28/2007 11:34 AM	APRV
4	Court Administrator			NEW

Form Started By: Norma Silva

Started On: 04/25/2007 02:50 PM

Final Approval Date:
