

AI-3776

6.A.

2006 Grant Adjustment Notice

CC REGULAR

Date: 05/15/2007
Submitted By: Belinda Alvarez, COUNTY JUDGE
Submitted For: A. A. Tony Pena, Jr.
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Approval and acceptance of the 2006 Grant Adjustment Notice from the Governor's Division of Emergency Management in the amount of \$4,053.00.

BACKGROUND

Fiscal Impact

Attachments

Link: [2006 Grant Adj Notice](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 10:37 AM	APRV
2	Sergio Cruz	Sergio Cruz	05/10/2007 11:34 AM	APRV
3	Purchasing Department	Marty Salazar	05/10/2007 04:39 PM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW

Form Started By: Belinda Alvarez
Started On: 05/08/2007 11:58 AM
Final Approval Date: 05/11/2007



Governor's Division of Emergency Management

2006 Grant Adjustment Notice for Hidalgo County

Date of Award
May 1, 2007

1. Sub-Recipient Name and Address	2. Prepared by: Latham, John	3. Award Number: 06-GA 48215-01
Judge J.D. Salinas III Hidalgo County P. O. Box 1356, 100 E Cano, 2nd Floor Edinburg, TX 78540-1356	4. Federal Grant Information	
	Federal Grant Title:	Homeland Security Grant Program
	Federal Grant Award Number:	2006-GE-T6-0068
	Date Federal Grant Awarded to GDEM:	June 30, 2006
	Federal Granting Agency:	Office of Grants and Training U.S. Department of Homeland Security

5. Award Amount and Grant Breakdowns

Total Award Amount

\$4,053.00

Note: Additional Budget Sheets (Attachment A): No

CCP 97.053	LETPP 97.074	MMRS 97.071	SHSP 97.073	UASI 97.008	Other
\$0.00	\$0.00	\$0.00	\$4,053.00	\$0.00	\$0.00

This award supersedes all previous awards. Performance Period: Jul 1, 2006 to Feb 28, 2008

6. Statutory Authority for Grant: This project is supported under Public Law 109-90, the Department of Homeland Security Appropriations Act of 2006.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov>.

9. Agency Approval

Approving GDEM Official:

Jack Colley, Chief
Division of Emergency Management
Office of the Governor

Signature of GDEM Official:

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

12. Date Signed :

13. DUE DATE: June 15, 2007

Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.

AWARD NUMBER 2006 HSGP - 48215

TERMS AND CONDITIONS

PURPOSE AND OVERVIEW

Sub-grant funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs. All costs under these categories must be eligible under OMB Circular No. A-87 Attachment A, located at <http://www.whitehouse.gov/omb/circulars/index.html>.

1) AWARD ACCEPTANCE

The *Notice of Sub-recipient Award* is only an offer until the sub-recipient returns the signed copy of the Notification of Sub-recipient Award in accordance with the date provided in the transmittal letter.

2) GUIDANCE

This Sub-recipient is subject to the program guidance contained in the U.S. Department of Homeland Security (DHS) FY 2006 Homeland Security Grant Program Guidelines and Application Kit. The Program Guidance and Application Kit can be accessed at http://www.ojp.usdoj.gov/odp/grants_programs.htm. G&T periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. Office of Grants and Training (OGT)'s Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant. This sub-award is also subject to any Homeland Security Grant Program (HSGP) grant guidance issued by GDEM.

3) COMPLIANCE

- A. Sub-recipient hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. parts 18, 22, 23, 30, 35, 38, 42, 61, and 63, 66 or 70 (administrative requirements for grants and cooperative agreements).
- B. Sub-recipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the *Office of Grant Operations (OGO)'s Financial Management Guide* (Jan 2006) at http://www.dhs.gov/dhspublic/interweb/assetlibrary/Grants_FinancialManagementGuide.pdf.
- C. When implementing Office of Grants and Training (OGT) funded activities, the sub-recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The sub-recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting OGT funded activities.
- D. Sub-recipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Grant Operations (OGO) Financial Management Guide located at <http://www.ojp.usdoj.gov/oc/>.
- E. Sub-recipient will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance)
- F. Sub-recipient must comply (and must require contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). (Federal Assurance)
- G. If the sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance)

TERMS AND CONDITIONS

COMPLIANCE (continued)

- H. The sub-recipient will cooperate with any Federal, State or Council of Governments assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- I. Sub-recipient agrees to comply with any additional requirements set by their Council of Governments (COG) in the project notes area on the SPARS website for each project, i.e. mutual aid agreements and UASI working group approvals, if applicable.
- J. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620. The sub-recipient certifies that it will or will continue to provide a drug-free workplace by:

- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2. Establishing an on-going drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the grantee's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 3(K)(1);
- 4. Notifying the employee in the statement required by paragraph (3)(K)(1) that, as a condition of employment under the grant, the employee will abide by the terms of the statement; and Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the Governor's Division of Emergency Management/State Administrative Agency (GDEM/SAA), in writing, within 10 calendar days after receiving notice under subparagraph 3(K)(4), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to GDEM/SAA. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 3(K)(4), with respect to any employee who is so convicted
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1), 2), 3), 4), 5), and 6). (Federal Certification)

4) FAILURE TO COMPLY

GDEM/SAA may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory Progress is defined as accomplishing the following during the performance period of the grant: deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned task must be accomplished in a timely manner. **Special Conditions may be imposed on sub-recipient's use of grant funds until problems identified during grant monitoring visits conducted by GDEM audit and compliance personnel are resolved.**

5) CONFLICT OF INTEREST

The sub-recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

TERMS AND CONDITIONS

6) LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the sub-recipient certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

7) DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. (Federal Certification)

The sub-recipient certifies that it and its principals and vendors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; sub-recipients can access debarment information by going to <http://www.epls.gov/>.
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- E. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

8) MONITORING

- A. Sub-recipient will provide GDEM, State Auditor, or DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
- B. Sub-recipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved. In addition, Councils of Governments will perform periodic monitoring of grant recipients to ensure compliance.
- C. GDEM/SAA may perform periodic reviews of sub-recipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual sub-recipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

9) REPORTING

- A. A-133 Reporting Requirement - All sub-recipients must submit an audit report to the Federal Audit Clearinghouse if they expended more than \$500,000 in federal funds in one fiscal year. The federal Audit Clearinghouse submission requirements can be found at <http://harvester.census.gov/sac/>. A report must be submitted to GDEM/SAA each year this grant is active.

TERMS AND CONDITIONS

9) REPORTING (continued)

- B. Sub-recipient agrees to comply with all reporting requirements and shall provide such information as required to GDEM/SAA for reporting as noted in the 2006 Federal Grant Guidelines and/or in accordance with GDEM/SAA guidance.
- C. Sub-recipient must prepare and submit performance reports to GDEM/SAA for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. Sub-recipient may also be required to submit additional information and data requested by GDEM/SAA.

10) USE OF FUNDS

- A. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OGT.
- B. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies.
- C. The sub-recipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

11) REIMBURSEMENT

- A. Sub-recipient agrees to make no request for reimbursement prior to return of this agreement and signed by the authorized sub-recipient representative.
- B. Sub-recipient agrees to make no request for reimbursement for goods or services procured by sub-recipient prior to the performance period start date of this agreement.

12) ADVANCE FUNDING

- A. If a financial hardship exists, a sub-recipient may request an advance of grant funds for expenditures incurred under this program. Requests must be made in writing by the chief elected official and submitted to GDEM/SAA. This will be accomplished using the SPARS website by following the instructions for generating hardship letters. GDEM/SAA will determine whether an advance will be made.
- B. If a sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28 CFR Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html. Sub-recipients must report any interest earned to GDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville , MD 20852

13) TRAINING/EXERCISE

Sub-recipient agrees that, during the performance period of this grant, any and all changes to their sub-recipient agreement regarding planning, training, equipment, and exercises must be routed through the appropriate reviewing authority, either the local Council of Governments or Urban Area Security Initiative (UASI) Working Group.

14) EQUIPMENT REQUIREMENTS

- A. Sub-recipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards - III, State Uniform Administrative Requirements For Grants and Cooperative Agreements, Subpart C - Post-Award Requirements, Reports, Records, Retention, and Enforcement, .32 Equipment and the *Office of Grant Operations Financial Management Guide* .

TERMS AND CONDITIONS

14) EQUIPMENT REQUIREMENTS (continued)

- B. The sub-recipient agrees that any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

15) UASI

- A. If the sub-recipient is a participant in a UASI program, during the performance period of this grant, sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.
- B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

16) REQUIREMENTS - MISCELLANEOUS

- A. During the performance period of this grant, sub-recipient must maintain an emergency management plan at the Basic Level of planning preparedness or higher, as prescribed by GDEM. This may be accomplished by a subgrantee maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If GDEM identifies deficiencies in the sub-recipient's plan, sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from GDEM.
- B. Projects identified in the State Preparedness Assessment Report System (SPARS) (www.texasdpa.com) must identify and relate to the goals and objectives indicated by the applicable 15 approved project investments for the period of performance of the grant.
- C. During the performance period of this grant, sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.
- D. During the performance period, the sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
- E. Sub-recipients must implement the National Incident Management System (NIMS) at the local level. The requirement to train personnel on the IS-700 course, National Incident Management System (NIMS), An Introduction, has been extended into FY 06. Grant recipients must have formally recognized the NIMS and adopt the NIMS principles and policies.

17) CLOSING THE GRANT

- A. The sub-recipient must have all equipment ordered by December 30, 2007. The last day for submission of invoices is February 28, 2008.
- B. GDEM/SAA will close a sub-award after receiving sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the sub-recipient. If the sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

18) PUBLICATIONS

- A. Sub-recipient acknowledges that OGO/OGT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with SLGCP regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- B. The sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants and Training, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

TERMS AND CONDITIONS

19) RESTRICTIONS, DISCLAIMERS and NOTICES

- A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.
- B. In cases where local funding is established by Regions, release of funds by GDEM is contingent upon regional funding allocation approval by the sub-recipient's Region governing board.
- C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.
- D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Jack Colley, Chief
Division of Emergency Management
Office of the Governor
PO Box 4087
Austin, TX 78773-0270

AI-3830

6.B.

Grant Application

CC REGULAR

Date: 05/15/2007

Submitted By: Roxanne De La Garza, COUNTY JUDGE

Department: COUNTY JUDGE

Agenda Area: County Judge's Office

Information

CAPTION

Authorization to sign and submit a grant application to the U.S. Economic Development Administration in the amount of \$323,995 for the development of a comprehensive economic development strategy; and certifying the availability of \$81,000 in in-kind matching funds from nonfederal sources.

BACKGROUND

Fiscal Impact

Attachments

Link: [EDA](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 05:34 PM	APRV
2	Sergio Cruz	Sergio Cruz	05/10/2007 09:09 AM	APRV
3	Purchasing Department	Marty Salazar	05/10/2007 04:46 PM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW

Form Started By: Roxanne De La Garza Started On: 05/09/2007 04:34 PM
Final Approval Date: 05/11/2007



UNITED STATES DEPARTMENT OF COMMERCE
Economic Development Administration
504 Lavaca, Suite 1100
Austin, Texas 78701-2858

April 18, 2007

The Honorable J.D. Salinas
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RECEIVED

APR 23 2007

m e
COUNTY JUDGE

Dear Judge Salinas:

The County's request for Economic Development Administration (EDA) funding assistance to develop and implement a countywide comprehensive economic development strategy has been reviewed. Based on its merit and competitiveness, EDA invites you to submit an application for funding.

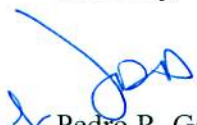
The application will be processed for approximately ~~\$333,995~~ ^{\$323,995} of EDA funds under the criteria established for the Fiscal Year 2007 Planning Program. This invitation to apply does not guarantee that EDA will award a grant or approve your application. Applications will be invited that exceed available funds for the Fiscal Year. Your project will compete with many other worthy applications for available funding.

To apply for Fiscal Year 2007 funding, the Application for Federal Assistance should be completed. The application forms entitled "Application for Investment Assistance" and "Construction Investments Program Requirements" are available on the EDA website at www.eda.doc.gov. Your point of contact, Ms. Linda Rubio, is available to provide technical assistance to your application team. Ms. Rubio may be reached at (512) 381-8159 or by electronic mail, LRubio@eda.doc.gov. *Rick*

Please submit the original and one copy of the completed application to the Austin regional office by Friday, May 18, 2007. An accurate and complete application will facilitate timely processing. The enclosed "*Frequently Asked Questions*" also provides information critical to completing your application.

We look forward to working with you on this investment opportunity.

Sincerely,


Pedro R. Garza
Regional Director

Enclosures

cc: Lower Rio Grande Valley Development Council
EDA, Office of External Affairs and Communications

Frequently Asked Questions ***State of Texas Investments***

The following represents the most commonly asked question by EDA applicants when completing Application for Federal Assistance, particularly construction investments. By following these instructions, you ensure your application will be processed quickly and avoid delays due to missing information.

1. Who is my State Single Point of Contact (SPOC)?

You are required to have SPOC comments from your Regional Councils of Governments (COG). There are 24 COGs in the State of Texas. If you are uncertain which COG your organization is in, please contact EDA or Ms. Dennis Francis, Texas State Clearinghouse, Governor's Office of Budget and Planning, P.O. Box 12428, Austin, Texas 78711, Phone (512) 463-1778.

2. Our project is not in a flood plain. Does EDA still need a FEMA or USGS topographic map?

Whether or not your project is in a flood plain these maps are required for construction projects. Note these are not required for non-construction projects. Make sure the project location and boundaries are clearly shown on the map. In remote areas where a map is not available, a letter and sketch from an engineer will be required showing the flood plain areas in relation to the project.

3. What if the Preliminary Engineering Report costs do not match the Budget Information Form?

Please ensure the detailed construction cost estimate totals from the Preliminary Engineering Report match the Budget Information Form (SF-424C) and the estimated funding total on the SF-424.

**APPLICATION FOR
FEDERAL ASSISTANCE**

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		2. DATE SUBMITTED	Applicant Identifier
Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name:		Organizational Unit:	
County of Hidalgo		Department: Office of Hidalgo County Judge	
Organizational DUNS: 103110834		Division: Economic Development	
Address:		Name and telephone number of person to be contacted on matters involving this application (give area code)	
Street: 100 E. Cano		Prefix:	First Name: Sofia
City: Edinburg		Middle Name Maricela	
County: Hidalgo		Last Name Hernandez	
State: Texas	Zip Code 78539	Suffix:	
Country: USA		Email: sofia.hernandez@co.hidalgo.tx.us	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6000717		Phone Number (give area code) 9563182600	Fax Number (give area code) 9563182699
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) <input type="checkbox"/> <input type="checkbox"/>		7. TYPE OF APPLICANT: (See back of form for Application Types) B - County Government Other (specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 11-302		9. NAME OF FEDERAL AGENCY: Economic Development Administration	
TITLE (Name of Program): Planning Grant		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Hidalgo County Strategic Planning Project	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Hidalgo County, Texas			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date: June 1, 2007	Ending Date: Mat 31, 2009	a. Applicant 15, 26	b. Project 15, 26
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 323,995 ⁰⁰	a. Yes. <input checked="" type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON	
b. Applicant	\$ 81,000 ⁰⁰	DATE:	
c. State	\$ ⁰⁰	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372	
d. Local	\$ ⁰⁰	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
e. Other	\$ ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
f. Program Income	\$ ⁰⁰	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No	
g. TOTAL	\$ 404,995 ⁰⁰		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Authorized Representative			
Prefix	First Name Juan	Middle Name de Dios	
Last Name Salinas			Suffix
b. Title Hidalgo County Judge			c. Telephone Number (give area code) 956-318-2600
d. Signature of Authorized Representative			e. Date Signed

AI-3835

6.C.

Appointments to Health Services District

CC REGULAR

Date: 05/15/2007
Submitted By: Brenda Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Approval of appointments to the Health Services District by Hidalgo County Judge J.D. Salinas, III.

BACKGROUND

Eddie Olivarez

Brenda Garza

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 05:31 PM	APRV
2	Purchasing Department	Marty Salazar	05/09/2007 05:48 PM	APRV
3	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Brenda Garza			Started On: 05/09/2007 04:54 PM	
Final Approval Date: 05/11/2007				

AI-3839

6.D.

Proclamation - Tropical Texas Beh. Ctr.

CC REGULAR

Date: 05/15/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Submitted For: County Judge's Office

Department: BUDGET & MANAGEMENT

Agenda Area: County Judge's Office

Information

CAPTION

Approval of Proclamation proclaiming May as Mental Health Awareness Month

BACKGROUND

Fiscal Impact

Attachments

Link: [email](#)

Link: [proclamation](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/10/2007 03:27 PM	APRV
2	Purchasing Department	Marty Salazar	05/10/2007 04:37 PM	APRV
3	Auditor's Office		05/11/2007 04:55 PM	NEW

Form Started By: Monica Badillo Started On: 05/10/2007 10:59 AM
Final Approval Date: 05/11/2007

From: Amelia Mandujano [Add to Address Book](#) **Successfully Added**

To: monica.badillo@co.hidalgo.tx.us

Date: Thursday, May 10, 2007 10:35:26 AM

Subject: MH Proclamation

 [Hidalgo County-2007.doc](#)

Good Morning Monica,

As per our conversation May is Mental Health Awareness Month, attached is the Proclamation for the County Judge's signature. Please include this in your agenda for the next Commissioners Court Meeting. If you have any questions give me a call at 289-7119.

Thank you for your assistance with this matter.

Amelia Mandujano, Administrative Assistant
Quality Assurance Department
Tropical Texas Behavioral Health
Office 956-289-7119
Fax 956-289-7128
amanduja@tcmhmr.org

Confidentiality Statement

Tropical Texas Center for MHMR is one of the Valley's leading providers of behavioral healthcare. This email transmission and/or its attachments may contain confidential health information or privileged and confidential attorney-client information, intended only for the use of the individual or entity named above.

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We appreciate your efforts to protect the confidential information of Tropical and its customers.

PROCLAMATION

MENTAL HEALTH AWARENESS MONTH MAY 2007

WHEREAS, good mental health is essential to everyone's overall health and well-being; and

WHEREAS, an estimated 26% of Americans ages 18 and older suffer from a diagnosable mental disorder in a given year; and

WHEREAS, increased public awareness of mental health issues may lead to earlier recognition and treatment of possible mental health problems, leading to lower health care and correctional costs, increase productivity, improve the ability of children and adolescents to learn and contribute to healthier families and communities; and

WHEREAS, people with mental illness can be vital and vibrant members of our communities, improving the quality of life for all of us; and

WHEREAS, the month of May has been designated *Mental Health Awareness Month*, with more than 10,000 individuals with Mental Illness in the Rio Grande Valley receiving services from Tropical Texas Behavioral Health, whose vision is to lead in the innovative management of comprehensive and compassionate behavioral healthcare resources for our local communities; and

WHEREAS, Tropical Texas Behavioral Health, celebrating 40 years of providing services for individuals with Mental Illness and their families; helps our clients live full and productive lives of inclusion in our communities, and to fulfill their hopes and dreams as any other citizen;

NOW, THEREFORE, THE COUNTY COMMISSIONERS OF HIDALGO COUNTY do hereby proclaim the month of May 2007 to be

MENTAL HEALTH AWARENESS MONTH

and urge the Citizens of Hidalgo County to give full support of efforts towards enabling people with mental illness to live full and productive lives of inclusion in our Communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the County of Hidalgo, on this the 15th day of May, 2007.

Hidalgo County, TEXAS

BY: _____
JD Salinas, Hidalgo County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

AI-3809

6.E.

Proclamation

CC REGULAR

Date: 05/15/2007
Submitted By: Sandra De Leon, COUNTY JUDGE
Submitted For: Juan D. Salinas
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Approval of Proclamation honoring JR Villarreal

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 05:24 PM	APRV
2	Purchasing Department	Marty Salazar	05/09/2007 05:31 PM	APRV
3	Auditor's Office		05/11/2007 04:55 PM	NEW

Form Started By: Sandra De Leon Started On: 05/09/2007 01:05 PM
Final Approval Date: 05/11/2007

AI-3767

9.A.

HIDTA TASK FORCE 2007 GRANT

CC REGULAR

Date: 05/15/2007
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Nelda Olivarez
Department: HIDTA
Agenda Area: HIDTA - Task Force

Information

CAPTION

1. Authorization and approval to accept the Award Cooperative Agreement between Hidalgo County and the Executive Office of the President - Office of National Drug Control Policy.
 - A. Grant Number: I7PSSP573Z
 - B. Grant Amount: \$697,314.00
 - C. Grant Period: 01/1/07 - 12/31/07
2. Approval of budget appropriation.
3. Approval of salary schedule for the denoted grant.

BACKGROUND

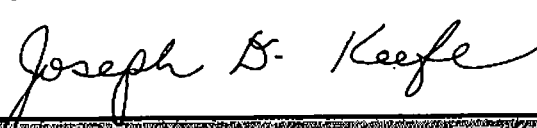
Fiscal Impact

Attachments

Link: [Award](#)
Link: [2007 Grant](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 10:31 AM	APRV
2	Sergio Cruz	Sergio Cruz	05/10/2007 10:36 AM	APRV
3	Purchasing Department	Marty Salazar	05/10/2007 04:39 PM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Nelda Olivarez			Started On: 05/07/2007 01:21 PM	
Final Approval Date: 05/11/2007				

Executive Office of the President Office of National Drug Control Policy		Page 1 of 4 Grant Agreement	
1. Recipient Name and Address Mr. Juan D. Salinas III Hidalgo County Office D.A.'s 100 N. Closner, 3rd floor Edinburg, TX 78540		4. Award Number: I7PSSP573Z 5. Grant Period: From 01/01/07 to 12/31/08	
1A. Recipient IRS/Vendor No.: 1746000717A4 Subrecipient Name and Address		6. Date: 03/30/2007 8. Supplement Number	7. Action <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Supplemental
2A. Subrecipient IRS/Vendor No.:		9. Previous Award Amount:	
3. Project Title McAllen Initiative		10. Amount of This Award: \$697,314.00 11. Total Award: \$697,314.00	
12. Special Conditions (check, if applicable) <input checked="" type="checkbox"/> The above Grant is approved subject to such conditions or limitations as are set forth on the attached 3 pages.			
13. Statutory Authority for Grant: Public Law 110-5			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Joseph D. Keefe Assistant Deputy Director Office of State, Local and Tribal Affairs		15. Typed Name and Title of Authorized Official Juan D. Salinas III Mr. Hidalgo County Judge	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4		19. HIDTA AWARD	

GRANT CONDITIONS

A. General Provisions

1. This grant is subject to:

- OMB Circular A-87 “Cost Principles for State, Local, and Indian Tribal Governments” (or, if applicable, OMB Circular A-21 “Cost Principles for Educational Institutions”);
- OMB Circular A-102 “Grants and Cooperative Agreements with State and Local Governments” (or, if applicable, OMB Circular A-110 “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”);
- OMB Circular A-133 “Audits of States, Local Governments and Non-Profit Institutions”;
- “Government-wide Debarment and Suspension (Non procurement),” codified at 21 CFR § 1401 et. seq.;
- “Government-wide Requirements for Drug-Free Workplace (Grants)” (codified at 21 CFR § 1401 et. seq.);
- “New Restrictions on Lobbying” (codified at 18 USC § 1903 and 31 USC § 1352).
- Nondiscrimination in Federally Assisted Programs and Equal Opportunity Plans requirements are codified at USC, Title VI (42 USC § 2000d et seq.).
- Immigration and Naturalization Service Employment Eligibility Verification Form (I-9).

2. Audits conducted pursuant to OMB Circular A-133, “Audits of State and Local Governments”, must be submitted no later than nine (9) months after the close of the grantee’s audited fiscal year. An original and one copy of the audit report shall be sent to the cognizant Federal Agency. The management letter must be submitted with the audit report. In addition, a copy of the audit report and management letter must be sent to:

EOP/ONDPCP
Attention: HIDTA Financial Management Office
GSD/RDF (202) 395-6739
Anacostia Naval Annex
Bldg 410/Door 123
250 Murray Lane, SW
Washington, DC 20509

3. The recipient agrees to submit Financial Status Reports (OMB Standard Form 269) quarterly, during the award period, and at the end of the award period. These forms shall be faxed to the ONDCP HIDTA Financial Management Office at (202) 395-5176 within 30 days after the end of each quarter. Other reporting requirements are specified in the HIDTA Program Policy and Budget Guidance.
4. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the grant.

B. Special Conditions HIDTA Grants

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.
2. This award is subject to the requirements in ONDCP's "HIDTA Program Policy and Budget Guidance."
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the "HIDTA Program Policy and Budget Guidance."
6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.
7. Property acquired with these HIDTA grant funds is to be used for activities of the SWB South Texas HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, you should make this equipment available to the HIDTA's Executive Board for use by other HIDTA participants.

8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Payment Basis

1. A request for Advance or Reimbursement shall be made using the Department of Health and Human Services Division of Payment Management System (www.dpm.psc.gov). Copies of invoices, payroll registers, and canceled checks must accompany the payment confirmation number to provide documentation for the reimbursement request. Requests for advances must be accompanied by details specifying the need for the advance. Documentation of how the advance was spent must be submitted within 21 days before another advance or reimbursement will be approved.
2. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). When submitting your checks, please provide a detailed explanation which should include: reason for check (remittance of interest earned on HIDTA advance payments), check number, grantee name, grant number, interest period covered, and contact name and number.

Ms. Janet Fowler
Division of Payment Management
Department of Health and Human Services
11400 Rockville Pike, Suite 700
Rockville, MD 20852

4. The grantee or subgrantee may keep interest amounts up to \$100 per year for administrative purposes. (21 CFR § 1403.21(h)(2)(i) et. seq.)

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Signature: _____
Name: Juan D. Salinas III

Date: _____

Title: Hidalgo County Judge

DATE: May 7, 2007
 DEPARTMENT HEAD: DORA L. MUNOZ
 DEPARTMENT NAME: H.I.D.T.A.
 ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-003-7-XXX
 REVENUE - 1291-331-00-270-003-7-000
 SUBJECT: BUDGET AMENDMENT



HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)	ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
7-1291-412-00-270-003- 7- 112	DEPARTMENT HEAD	51,875.00
7-1291-412-00-270-003- 7- 113	FULL-TIME EMPLOYEES	396,135.00
7-1291-412-00-270-003- 7- 211	HEALTH INSURANCE	41,493.00
7-1291-412-00-270-003- 7- 212	LIFE INSURANCE	576.00
7-1291-412-00-270-003- 7- 220	SOCIAL SECURITY TAX	34,273.00
7-1291-412-00-270-003- 7- 230	RETIREMENT	40,321.00
7-1291-412-00-270-003- 7- 250	UNEMPLOYMENT COMPENSATION INSURANCE	2,689.00
7-1291-412-00-270-003- 7- 260	WORKER'S COMPENSATION INSURANCE	15,048.00
7-1291-412-00-270-003- 7- 342	INFO & CREDIT SERVICE	3,240.00
7-1291-412-00-270-003- 7- 411	WATER	1,200.00
7-1291-412-00-270-003- 7- 413	SECURITY	240.00
7-1291-412-00-270-003- 7- 423	CUSTODIAL	6,000.00
7-1291-412-00-270-003- 7- 431	REPAIRS & MAIN - BUILDING	1,200.00
7-1291-412-00-270-003- 7- 432	REPAIRS AND MAINTENANCE SERVICE-EQUIP.	288.00
7-1291-412-00-270-003- 7- 434	REPAIRS AND MAINTENANCE SERVICES - VEHICLES	5,700.00
7-1291-412-00-270-003- 7- 442	RENTAL OF VEHICLES	22,800.00
7-1291-412-00-270-003- 7- 521	LIABILITY INSURANCE - BUILDING & CONTENTS	600.00
7-1291-412-00-270-003- 7- 522	VEHICLE LIABILITY INSURANCE	6,828.00
7-1291-412-00-270-003- 7- 531	TELEPHONE	9,600.00
7-1291-412-00-270-003- 7- 532	CELLULAR / MOBILE PHONE	12,000.00
7-1291-412-00-270-003- 7- 534	INTERNET SERVICES	1,800.00
7-1291-412-00-270-003- 7- 535	POSTAGE AND EXPRESS MAIL CHARGES	276.00
7-1291-412-00-270-003- 7- 583	OUT-OF-COUNTY EMPLOYEE TRAVEL	5,500.00
7-1291-412-00-270-003- 7- 584	REGISTRATION	2,700.00
7-1291-412-00-270-003- 7- 601	OFFICE SUPPLIES	3,032.00
7-1291-412-00-270-003- 7- 602	PAPER SUPPLIES	1,000.00
7-1291-412-00-270-003- 7- 622	ELECTRICITY	5,400.00
7-1291-412-00-270-003- 7- 682	GAS / DIESEL FUEL	24,000.00
7-1291-412-00-270-003- 7- 684	TIRES & TUBES	1,500.00
TOTAL APPROPRIATIONS		<u>\$697,314.00</u>
7-1291-331-00-270-003- 7- 000	HIDTA TASK FORCE 2005 GRANT	697,314.00
TOTAL ESTIMATED REVENUES		<u>697,314.00</u>

TO APPROPRIATE THE HIDALGO COUNTY HIDTA 2007 GRANT NUMBER I7PSSP573Z IN THE AMOUNT OF \$697,314.00

*WORKER'S COMPENSATION INSURANCE SHORT BY \$6,390.00

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

 APPROVED BY
 COMMISSIONER'S
 COURT

 DATE

Dora L. Munoz
 DEPARTMENT HEAD SIGNATURE

 ATTEST BY COUNTY CLERK

DATE: May 03, 2007
 DEPARTMENT HEAD: Dora L. Munoz
 DEPARTMENT NAME: H.I.D.T.A.
 ACCOUNT NUMBER: EXPENDITURE / PROGRAM INCOME 1291-412-00-270-002-0-xxx
 GRANT 1291-412-00-270-003-7-XXX (2007 Grant)



SLOT NO.	POSITION TITLE	FY 2007 APPROVED BUDGETED SALARY	ACTUAL SALARY	DIST. %	DIST. % ASSET FORFEITURE	FY 2007 WAGES		HEALTH INSURANCE		LIFE INSURANCE		FICA		RETIREMENT		UNEMPLOYMENT COM.		WORKER'S COMP.		FRINGE BENEFITS			
						GRANT	PROGRAM	*GRANT	**A.F.	GRANT	A.F.	GRANT	A.F.	GRANT	A.F.	GRANT	A.F.	GRANT	A.F.	GRANT	A.F.	TOTAL	TOTAL
						FUNDS	INCOME	4,250.00		59.00		7.65%		9.00%		0.60%		7.50%	0.50%	GRANT	A.F. FUNDS		
G0001	Commander	62,500.00	62,500.00	83.0000%	17.0000%	51,875.00	10,625.00	3,527.50	722.50	48.97	10.03	3,968.44	812.81	4,668.75	956.25	311.25	63.75	3,890.63	796.88	16,415.53	3,362.22		
G0002	Assistant District Attorney	61,300.00	61,300.00	80.5628%	19.4372%	49,385.00	11,915.00	3,423.92	826.08	47.53	11.47	3,777.95	911.50	4,444.65	1,072.35	296.31	71.49	246.93	59.58	12,237.29	2,952.46		
G0003	Criminal Investigator	49,500.00	49,500.00	77.5758%	22.4242%	38,400.00	11,100.00	3,296.97	953.03	45.77	13.23	2,937.60	849.15	3,456.00	999.00	230.40	66.60	2,880.00	832.50	12,846.74	3,713.51		
G0004	Criminal Investigator	47,400.00	43,700.00	77.6371%	22.3629%	36,800.00	10,600.00	3,299.58	950.42	45.81	13.19	2,815.20	810.90	3,312.00	954.00	220.80	63.60	2,760.00	795.00	12,453.38	3,587.12		
G0005	Criminal Investigator	47,400.00	47,400.00	77.6371%	22.3629%	36,800.00	10,600.00	3,299.58	950.42	45.81	13.19	2,815.20	810.90	3,312.00	954.00	220.80	63.60	2,760.00	795.00	12,453.38	3,587.12		
G0006	Criminal Investigator	47,400.00	47,400.00	77.6371%	22.3629%	36,800.00	10,600.00	3,299.58	950.42	45.81	13.19	2,815.20	810.90	3,312.00	954.00	220.80	63.60	2,760.00	795.00	12,453.38	3,587.12		
G0007	Criminal Investigator	47,400.00	47,400.00	77.6371%	22.3629%	36,800.00	10,600.00	3,299.58	950.42	45.81	13.19	2,815.20	810.90	3,312.00	954.00	220.80	63.60	2,760.00	795.00	12,453.38	3,587.12		
G0008	Criminal Investigator	47,400.00	47,400.00	77.6371%	22.3629%	36,800.00	10,600.00	3,299.58	950.42	45.81	13.19	2,815.20	810.90	3,312.00	954.00	220.80	63.60	2,760.00	795.00	12,453.38	3,587.12		
G0009	Accountant	43,800.00	43,800.00	79.5662%	20.4338%	34,850.00	8,950.00	3,381.56	868.44	46.94	12.06	2,666.03	684.68	3,136.50	805.50	209.10	53.70	174.25	41.75	9,614.38	2,469.12		
G0010	Intelligence Research Specialist	35,000.00	25,000.00	80.0000%	20.0000%	28,000.00	7,000.00	3,400.00	850.00	47.20	11.80	2,142.00	535.50	2,520.00	630.00	168.00	42.00	140.00	35.00	8,417.20	2,104.30		
G0011	Administrative Assistant	34,505.00	34,505.00	97.0874%	2.9126%	33,500.00	1,005.00	4,126.21	123.79	57.28	1.72	2,562.75	76.88	3,015.00	90.45	201.00	6.03	167.50	5.03	10,129.75	303.80		
G0012	Legal Secretary	31,000.00	31,000.00	90.3226%	9.6774%	28,000.00	3,000.00	3,838.71	411.29	53.29	5.71	2,142.00	229.50	2,520.00	270.00	168.00	18.00	140.00	15.00	8,862.00	949.50		
		554,605.00	540,905.00			448,010.00	106,595.00	41,492.77	9,507.23	576.02	131.98	34,272.77	8,154.52	40,320.90	9,593.55	2,688.06	639.57	21,439.30	5,763.73	140,789.81	33,790.58		

**** Grant 2007 - Workers' Compensation short by \$6,391.00

* 2007 Grant # 17PSSP573

** Asset forfeiture Funds

AI-3795

9.B.

**Interlocat Agreement / HIDTA Task Force and Hidalgo County Constable Pct 3
CC REGULAR**

Date: 05/15/2007
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Dora L. Munoz, Commander
Department: HIDTA
Agenda Area: HIDTA - Task Force

Information

CAPTION

1. Authorization and approval of the Interlocal Agreement between the Hidalgo County HIDTA Task Force and the Office of the Hidalgo County Constable Precinct 3.
2. Authorization for the County Auditor to transfer ten thousand dollars (\$10,000.00) from the Hidalgo County HIDTA Task Force "Court Ordered Confiscations" account (7-1291-352-30-270-005-0-000) into the Hidalgo County Constable Pct 3 "Special Purpose Fund" account as set forth under the Code of Criminal Procedure, Chapter 59.

BACKGROUND

Hidalgo County Constable Pct 3 "Special Purpose Fund" account to be created by Auditor's office

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1291-352-30-270-005-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 \$209,688.90 account balance as of 05/10/2007

Attachments

Link: [Agenda - Constable Pct 3](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 04:29 PM	APRV
2	Sergio Cruz	Sergio Cruz	05/10/2007 10:39 AM	APRV
3	Purchasing Department	Marty Salazar	05/10/2007 04:43 PM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Nelda Olivarez			Started On: 05/09/2007 08:59 AM	
Final Approval Date: 05/11/2007				

Hidalgo County Commissioners' Court

Agenda Request Form

"Exhibit A"

No. _____

Date: May 8, 2007 **Meeting Date Request:** May 15, 2007
Deadline for Action: _____ **Contact Person:** Dora L. Munoz, Commander
Department Hidalgo County H.I.D.T.A. Task Force **Phone:** 956 381-0444 Fax: 956 381-8722

Dept. Head/Official Signature: _____

Dora L. Munoz /sl

Caption:

High Intensity Drug Trafficking Area (H.I.D.T.A.) Task Force

- A. Authorization and approval of the Interlocal Agreement between the Hidalgo County HIDTA Task Force and the Office of the Hidalgo County Constable Precinct 3.
- B. Authorization for the county auditor to transfer ten thousand dollars (\$10,000.00) from the Hidalgo County HIDTA Task Force "Court Ordered Confiscations" account (7-1291-352-30-270-005-0-000) into the Hidalgo County Constable Pct. 3 "Special Purpose Fund" account as set forth under the Code of Criminal Procedure, Chapter 59

Background:

The Office of the Hidalgo County Constable Pct. 3 assisted the Hidalgo County HIDTA Task Force during a law enforcement operation (Task Force case # 03-09-006). To enhance cooperation among local law enforcement agencies, the HIDTA Task Force will be sharing the forfeited proceeds with the Hidalgo County Constable Pct. 3

Budgetary Impact:

Please Initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____

Dept./Fund No: _____ Amt Expended: \$ _____ Fnds/Staffing Budgeted: Yes _____ No _____

Account Code: _____ Impact on Future budget: Yes _____ No _____

Comments:

Action taken by Commissioners' Court:

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

INTERLOCAL GOVERNMENTAL AGREEMENT

**HIDALGO COUNTY HIDTA TASK FORCE
AND
THE OFFICE OF HIDALGO COUNTY CONSTABLE PRECINCT 3**

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE (HIDTA)** and the **OFFICE OF HIDALGO COUNTY CONSTABLE PRECINCT 3 (CONSTABLE)** are located in close proximity and have law enforcement, crime prevention and close government ties; and

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

WHEREAS, the **CONSTABLE** assisted **HIDTA** during a law-enforcement operation (Task Force number 03-09-006) that resulted in a currency seizure.

NOW, THEREFORE, to enhance cooperation among local law enforcement agencies, and express their mutual commitment of depriving criminals of proceeds generated by their illegal activities, **HIDTA** will be sharing the **amount of ten thousand dollars (\$10,000.00)** with the **CONSTABLE**:

THEREFORE, the parties hereto agree as follows:

- 1. HIDTA shall pay CONSTABLE the sum of ten thousand dollars (\$10,000.00)**
- 2. The amount of ten thousand dollars (\$10,000.00) shall solely be used for law enforcement purposes by CONSTABLE as set forth under the Code of Criminal Procedure Chapter 59.**
- 3. The CONSTABLE shall solely be responsible for all expenditures and requirements as set forth under CODE OF CRIMINAL PROCEDURE CHAPETER 59**

Dated this _____ day of _____, 2007.

COUNTY OF HIDALGO

BY: _____
JUAN D. SALINAS III, COUNTY JUDGE

DATE

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____
DORA L. MUNOZ, COMMANDER

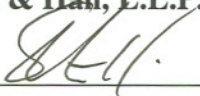
DATE

HIDALGO COUNTY CONSTABLE PRECINCT 3

BY: _____
LAZARO GALLARDO, CONSTABLE PCT.3

DATE

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:  _____

Date: 5-8-07

AI-3771

10.A.

La Joya - Flood Drainage Proj.

CC REGULAR

Date: 05/15/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

The City of La Joya is requesting the award of bid and approval of a contract to El-Con Construction & Development in the amount of \$24,700.00 for a Flood Drainage Improvement Project utilizing UCP funds from FY 17 (2004).

BACKGROUND

The project consists of the construction of 575 linear feet of Storm Drain for Mesquite Subdivision in the City of La Joya.

Contractor: El-Con Construction & Development

Contract Amount: \$24,700.00

CDBG Funds Available: \$20,000.00

City Funds: \$4,700.00

Fiscal Impact

Attachments

Link: [Drainage](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 10:33 AM	APRV
2	Dale Kennan	Dale Kennan	05/09/2007 11:44 AM	APRV
3	Purchasing Department	Marty Salazar	05/09/2007 05:24 PM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW

Form Started By: Estella Webber Started On: 05/08/2007 10:15 AM
Final Approval Date: 05/11/2007

**CONSTRUCTION
CONTRACT**

This Agreement, entered into this 15th day of May 2007 by and between **HIDALGO COUNTY** joined by **City of La Joya** (hereinafter called the "OWNER", acting herein through its **County Judge**, and **El-Con Construction & Development**, (a corporation) of **McAllen**, 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: City of La Joya Flood Drain Improvements
PROJECT #: 5004-40-0309-5000-4000
PROJECT DESCRIPTION: Construction of 575 Linear Feet Storm Drain for Mesquite Subdivision

hereinafter called the project, for the sum of (**\$ 24,700.00**) **Twenty thousand dollars** 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 **Urban County Program**, 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 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 50.00 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.

Contractor

Name of Firm: El-Con Construction & Development

Address: PO Box 52891
McAllen, Texas 78505-2891

Fed. I.D. #/S.S. #: 20-1927532

STATE OF TEXAS '

COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20____, by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

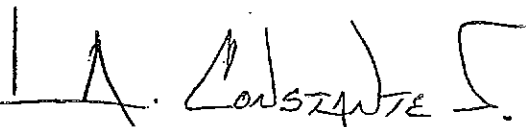
URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

EL-CON
CONSTRUCTION & DEVELOPMENT
P.O.BOX 52891 McALLEN, TX. 78505-2891
PH.# (956) 584-2492

PROPOSAL

SUBMITTED TO: CITY OF LA JOYA NAME: AT'N. MIKE ALANIZ (City Manager) ADDRESS: P.O.BOX "H" LA JOYA TX.	JOB DESCRIPTION: INSTALLATION-- OF 24" STORM DRAINAGE ON MES- QUITE ESTATES SUBD. PHASE III. DATE: JAN/10/2006
---	---

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:				
ITEM.	DESCRIPTION	QTY.	RATE	AMOUNT
1.-	INSTALLATION OF 24"o PROLINK PIPE.	560 Lf.	\$ 33.00	\$ 18,480.00
2.-	INSTALLATION OF 4'TYPE "C"INLET.	1 Ea.	\$3,500.00	\$ 3,500.00
3.-	CONSTRUCTION OF CON-- CRETE SLAB.	1 Ls.	\$2,720.00	\$ 2,720.00
ALL ITEMS INCLUDE LABOR, & MATERIALS.				
BY:	 ALFREDO CONSTANTE CELL PH.# (956) 222-7784			
THANK YOU FOR YOUR BUSINESS			TOTAL = \$ 24,700.00	

APR 13 2007



City of La Joya

"Jewel of the Valley"

May 1, 2007

Urban County Program
 Attn: Diana Serna, Director
 1916 Tesoro Blvd.
 Pharr, Texas 78511

RE: STORM DRAINAGE PROJECT

Dear Ms. Serna:

On February 24, 2006 at a Special Called Meeting, the City of La Joya approved El-Con Construction & Development for the construction of a 560 Leaner Feet Storm Drain Project, in the amount of \$24,700.00. A total amount of \$20,000.00 will be funded by Urban County under the line item *Flood Drainage Improvement Year 2004*. The City of La Joya will be responsible for the remaining \$4,700.00.

If you should have any questions or require additional information, please feel free to contact us at (956) 581-7002. Thank you for your attention in this matter.

Sincerely,

Mike Alaniz, City Administrator

MA/jrs

cc: Mayor William "Billy" Leo
 City Aldermen/Alderwomen
 Mr. Tony Barco, UCP
 Kasie Saucedo, UCP-Coordinator

5/2/07

Kasie, lets meet with Mike Alaniz
 as soon as possible - It's been
 over a year since city approved
 contract amount. AS

MAY 1 2007

aw.

Awards bids

CC REGULAR

Date: 05/15/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and the reconstruction of one (1) unit in the City of San Juan in the total amount of \$55,774.00 to Quality Investments and two (2) units in the Countywide area for the total amount of 45,774.00 to Quality Investments and \$44,000.00 to GMH Construction.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on February 20, 2007 & March 8, 2007. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, May 2, 2007 for the reconstruction including demolition of one (1) unit in the City of San Juan and two (2) units in the Countywide area. A review and tabulation of bids revealed that the following contractors were the lowest bidders for the City of San Juan project in the amount of \$55,774.00, \$45,774.00 to Quality Investments and \$44,000.00 to GMH Construction also in the Countywide area.

Approval is recommended by staff.

CONTRACTOR	APPLICANT	CASE NO.	CITY	FUND. YEAR	LOCATION OF PROPERTY
Quality Investments \$55,774.00	Jose & Maria Casarez Reconstruct Deferred Loan – CDBG Funding	SJ 75-06-02	San Juan Precinct #2	CDBG 2006	Lot (11) and the West Ten Feet (10') of Lot (10), Block(53), Original Townsite of San Juan, Hidalgo County, TX.
Quality Investments \$45,774.00	Raul & Juana Lopez Reconstruct Deferred Loan - Elderly	CW 85-06-33	Countywide Precinct #1	HOME 2005	Tract 4-A partition out of the Acre Flores 1.00 acre out of the North 5 acres of the North 5 acres of the South 10 Acres of the north 20 acres of Farm Tract 515, West Tract S/D, Hidalgo County, TX.

GMH Construction \$44,000.00	Consuelo Aleman Reconstruct Deferred Loan - Disabled	CW 85-06-37	Countywide Precinct #1	HOME 2005	A 0.23 acre tract of land out of the West 5.00 acres of Lot (7), Block 3, John Closner Subdivision & a 0.08 Tract of Land out of the West 5.00 Acres of Lot (7) Block (3), John Closner Subdivision, Hidalgo County, Texas.
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Fiscal Impact

Attachments

Link: [Bids](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 04:22 PM	APRV
2	Dale Kennan	Dale Kennan	05/10/2007 07:57 AM	APRV
3	Purchasing Department	Marty Salazar	05/10/2007 04:43 PM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Estella Webber			Started On: 05/08/2007 04:30 PM	
Final Approval Date: 05/11/2007				

URBAN COUNTY PROGRAM

**Hidalgo County Commissioner's Court
Agenda Request Form**

Date: MAY 07, 2007

Meeting Date Request: MAY 15, 2007

Deadline for Action: MAY 15, 2007

Contact Person: DIANA R. SERNA, DIRECTOR

Department: HOME PROGRAM

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director 

AGENDA:

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and the reconstruction of one (1) unit in the City of San Juan in the total amount of \$55,774.00 to Quality Investments and two (2) units in the Countywide area for the total amount of 45,774.00 to Quality Investments and \$44,000.00 to GMH Construction.

STAFF COMMENTS & RECOMMENDATION:

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on February 20, 2007 & March 8, 2007. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, May 2, 2007 for the reconstruction including demolition of one (1) unit in the City of San Juan and two (2) units in the Countywide area. A review and tabulation of bids revealed that the following contractors were the lowest bidders for the City of San Juan project in the amount of \$55,774.00, \$45,774.00 to Quality Investments and \$44,000.00 to GMH Construction also in the Countywide area.

CONTRACTOR	APPLICANT	CASE NO.	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Quality Investments \$55,774.00	Jose & Maria Casarez Reconstruct Deferred Loan – CDBG Funding	SJ 75-06-02	San Juan Precinct #2	CDBG 2006	Lot (11) and the West Ten Feet(10') of Lot (10), Block (53), Original Townsite of San Juan, Hidalgo County, TX.
Quality Investments \$45,774.00	Raul & Juana Lopez Reconstruct Deferred Loan - Elderly	CW 85-06-33	Countywide Precinct #1	HOME 2005	Tract 4- A partition out of the Acre Flores 1.00 acre out of the North 5 acres of the North 5 acres of the South 10 Acres of the north 20 acres of Farm Tract 515, West Tract S/D, Hidalgo County, TX.
GMH Construction \$44,000.00	Consuelo Aleman Reconstruct Deferred Loan - Disabled	CW 85-06-37	Countywide Precinct #1	HOME 2005	A 0.23 acre tract of land out of the West 5.00 acres of Lot (7), Block 3, John Closner Subdivision & a 0.08 Tract of Land out of the West 5.00 Acres of Lot (7) Block (3), John Closner Subdivision, Hidalgo County, Texas.

Approval is recommended by staff: HOME Manager  Finance Manager  Deputy Director _____

Please initial for approval:

Legal Council _____ Budget _____ Human Resources _____
 Dept./ Fund No: _____ Amt. Expended: \$ _____ Funds/ Staffing Budgeted: Yes _____ No _____
 Amount Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action Taken by Commissioners' Court:

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

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

BID OPENING DATE: May 2, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION "Housing Rehabilitation Grant # M-04-UC-48-0501"

BID NO.	BIDDER/COMPANY NAME	Name of Homeowner	TOTAL BID AMOUNT	Bid Bond/Cashier's Check Included
1	Rolando's General Construction	Consuelo Aleman	\$49,000.00	✓
		Lopez	\$46,000.00	
		Casarez	\$0	
2	Quality Investments	Consuelo Aleman	\$44,774.00	✓
		Lopez	\$45,774.00	
		Casarez	\$55,774.00	
		Consuelo Aleman	\$55,340.00	
3	J.D. Villarreal Construction	Lopez	\$54,540.00	✓
		Casarez	\$59,700.00	
		Consuelo Aleman		
4	De Leon Construction	Lopez		✓
		Casarez	\$56,000.00	
		Consuelo Aleman	\$44,000.00	
5	G-M-H Construction	Lopez		✓
		Casarez		

AI-3801

10.C.

Pct. 4 - Street Improvements

CC REGULAR

Date: 05/15/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Hidalgo County Precinct No.4 is requesting the award of bid and approval of a contract with Mission Paving Company, Inc. in the amount of \$91,590.00 for a Street Improvement Project utilizing UCP funds from FY 19 (2006).

BACKGROUND

The project consists of the construction of Skinner Road from FM 1925 (Monte Cristo) to Mile 19N located within Hidalgo County Precinct No. 4 boundaries. Bids were opened on May 2, 2007 at 9:30 a.m. at the Hidalgo County Purchasing Department. Five bids received and reviewed by Quintanilla Headley & Associates, recommendation was made to award to the lowest bidder. (See attached letter). Hidalgo County Precinct No.4 and UCP Staff recommend approval of contract.

Contractor: Mission Paving Company, Inc.
Street Improvements: Skinner Road
Contract Amount: \$91,590.00
Funds Available: \$235,770.15

Fiscal Impact

Attachments

Link: [Skinner Rd.](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 04:31 PM	APRV
2	Dale Kennan	Dale Kennan	05/10/2007 01:39 PM	APRV
3	Purchasing Department	Marty Salazar	05/10/2007 04:44 PM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Estella Webber			Started On: 05/09/2007 10:29 AM	
Final Approval Date: 05/11/2007				

COUNTY of HIDALGO



EDINBURG, TEXAS 78541

Oscar L. Garza, Jr.
County Commissioner, Pct. No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78541
Office: (956) 383-3112

May 09, 2007

Mrs. Diana Serna, Director
Hidalgo Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

REF: Urban County Program Year 19
Skinner Rd – from Monte Cristo Rd north to Mile 19 North Rd

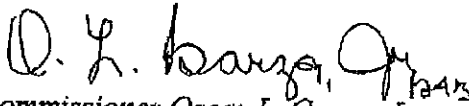
Dear Diana,

Please be advised that after review of the bid proposals for the above mentioned project I concur with the recommendation of the project engineer firm, Quintanilla, Headley and Associates, Inc., to award to the lowest bidder, Mission Paving, Inc., in the total amount of \$91,590.00. See attached.

Please place on the next available Commissioners' Court meeting for approval.

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

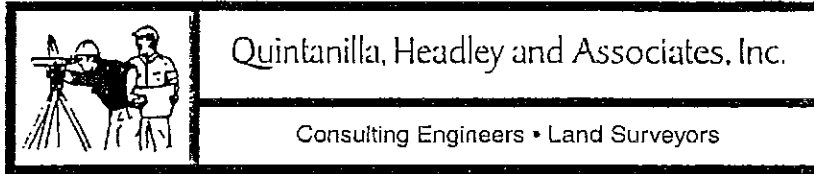
Sincerely,


Commissioner Oscar L. Garza, Jr.

MAY 9 2007

aw.

- Municipal Projects
- Subdivisions
- Surveys



Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

May 3, 2007

Honorable Oscar Garza, Jr.
Hidalgo County Commissioner
Precinct No.4
P O Box 1356
Edinburg, Texas 78539

Re: Urban County Program Year 19
Skinner Road from Monte Cristo Road north to Mile 19 North Road
Project No. 5006-94-0311-5000-9400

Dear Commissioner Garza:

Bids for the above mentioned project were received and opened on May 2, 2007. Five bids were received and are as follows:

- | | |
|---------------------------------|---------------|
| 1. Mission Paving Company, Inc. | \$ 91,590.00 |
| 2. Saenz Paving | \$ 92,300.00 |
| 3. IOC Company | \$ 105,932.00 |
| 4. Rcd Infrastructure | \$ 106,216.00 |
| 5. J.M. Construction | \$ 213,000.00 |

We have reviewed the bids and they are correct.

We are recommending that this contract be awarded to Mission Paving Company, Inc. in the amount of \$ 91,590.00

Should you have any questions or require additional information, please feel free to call me.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
President

MAY 9 2007
aw

**HIDALGO COUNTY PURCHASING DEPARTMENT
 BID TABULATION SHEET**

DEPARTMENT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

BID OPENING DATE: May 2, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "Street Improvements (Skinner Road)"
 Project No - 5006-94-0311-5000-9400

BID NO.	BIDDER/COMPANY NAME	TOTAL BID AMOUNT	Bid Bond/Cashier's Check Included
1	Saenz Paving	\$92,300.00	✓
2	IOC Company	\$105,932.00	✓
3	Mission Paving	\$91,590.00	✓
4	Rod Infrastructure	\$106,216.00	✓
5	J.M. Construction	\$213,000.00	✓
6			
7			
8			

AI-3770

11.A.

Elections

CC REGULAR

Date: 05/15/2007

Submitted By: Teresa Navarro, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Agenda Area: Elections Administration

Information

CAPTION

1. Discussion, consideration and approval to create three (3) temporary full time Data Processor positions for voter registration slot#'s 130-001-T042, T043, T044 and set salary @ \$8.50 per hour, employment not to exceed six (6) months and/or 12/31/2007. Effective date next full pay period (5/28/2007).
2. Approval of revised salary schedule.

BACKGROUND

Expenditures to be reimbursed by Ch. 19

Fiscal Impact

Attachments

Link: [Revised Salary Schedule](#)

Link: [Fiscal Note](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 10:32 AM	APRV
2	Rosalinda Cantu	Dina Trevino	05/11/2007 11:29 AM	APRV
3	Damaris San Miguel	Damaris San Miguel	05/11/2007 03:39 PM	APRV
4	Human Resources		05/11/2007 04:55 PM	NEW

Form Started By: Teresa Navarro

Started On: 05/08/2007 08:37 AM

Final Approval Date: 05/11/2007

HIDALGO COUNTY

Department Of Budget & Management

2007 Salary Schedule

1100-414-00-130-001-0

Elections Dept.

Slot	Obj.	Position Title	2006 Budgeted Salary	2007 Adjusted Salary	2007 Base Salary	% Inc	Amount Inc.	Other Inc.	2007 Budgeted Salary Approved	2007 Actual Salary
0001	112	ELECTIONS ADMIN	\$70,000.00	\$7,000.00	\$77,000.00	0.00%	\$0.00	\$0.00	\$77,000.00	\$77,000.00
0002	113	INFO TECH MANAGER	\$55,950.00	\$0.00	\$55,950.00	3.00%	\$1,678.00	\$0.00	\$57,628.00	\$57,628.00
0003	113	GIS OPERATOR	\$45,000.00	\$0.00	\$45,000.00	3.00%	\$1,350.00	\$0.00	\$46,350.00	\$46,350.00
0004	113	DIR OF OPERAT	\$43,647.00	\$0.00	\$43,647.00	3.00%	\$1,309.00	\$0.00	\$44,956.00	\$44,956.00
0005	113	ELECTIONS SPECIALIST	\$34,505.00	\$0.00	\$34,505.00	4.50%	\$1,553.00	\$0.00	\$36,058.00	\$36,058.00
0006	113	HEAD BOOKKEEPR	\$28,840.00	\$0.00	\$28,840.00	6.75%	\$1,947.00	\$0.00	\$30,787.00	\$30,787.00
0007	113	SENIOR FIELD SERVICE SPECIALIST	\$28,027.00	\$0.00	\$28,027.00	6.75%	\$1,892.00	\$0.00	\$29,919.00	\$29,919.00
0008	113	VOTER REG ASST	\$26,964.00	\$0.00	\$26,964.00	6.75%	\$1,820.00	\$0.00	\$28,784.00	\$28,784.00
0009	113	GIS OPERATOR ASSISTANT	\$0.00	\$26,688.00	\$26,688.00	0.00%	\$0.00	\$0.00	\$26,688.00	\$26,688.00
0010	113	ADM SEC/BKKPR	\$24,720.00	\$0.00	\$24,720.00	6.75%	\$1,669.00	\$0.00	\$26,389.00	\$26,389.00
0011	113	ELECTIONS SPECIALIST ASSISTANT	\$24,302.00	\$0.00	\$24,302.00	6.75%	\$1,640.00	\$0.00	\$25,942.00	\$25,942.00
0012	113	TECHNICIAN II	\$24,000.00	\$0.00	\$24,000.00	6.75%	\$1,620.00	\$0.00	\$25,620.00	\$25,620.00
0013	113	FIELD SERVICE SPECIALIST	\$23,690.00	\$0.00	\$23,690.00	6.75%	\$1,599.00	\$0.00	\$25,289.00	\$25,289.00
0014	113	DATA PROCESSOR	\$19,812.00	\$0.00	\$19,812.00	6.75%	\$1,337.00	\$0.00	\$21,149.00	\$21,149.00
0015	113	DATA PROCESSOR	\$19,812.00	\$0.00	\$19,812.00	6.75%	\$1,337.00	\$0.00	\$21,149.00	\$21,149.00
0016	113	ELECTION CLERK	\$17,259.00	\$0.00	\$17,259.00	6.75%	\$1,165.00	\$0.00	\$18,424.00	\$18,424.00
0017	113	ELECTION CLERK	\$17,259.00	\$0.00	\$17,259.00	6.75%	\$1,165.00	\$0.00	\$18,424.00	\$18,424.00
0018	113	ELECTION CLERK	\$17,259.00	\$0.00	\$17,259.00	6.75%	\$1,165.00	\$0.00	\$18,424.00	\$18,424.00
0019	113	ELECTION CLERK	\$17,259.00	\$0.00	\$17,259.00	6.75%	\$1,165.00	\$0.00	\$18,424.00	\$18,424.00
0020	113	ELECTION CLERK	\$17,259.00	\$0.00	\$17,259.00	6.75%	\$1,165.00	\$0.00	\$18,424.00	\$18,424.00
0021	113	ELECTION CLERK	\$17,259.00	\$0.00	\$17,259.00	6.75%	\$1,165.00	\$0.00	\$18,424.00	\$18,424.00

HIDALGO COUNTY

Department Of Budget & Management

2007 Salary Schedule

1100-414-00-130-001-0
Elections Dept.

Slot	Obj.	Position Title	2006 Budgeted Salary	2007 Adjusted Salary	2007 Base Salary	% Inc	Amount Inc.	Other Inc.	2007 Budgeted Salary Approved	2007 Actual Salary
0022	114	DATA PROCESSOR	\$11,283.00	\$0.00	\$11,283.00	6.75%	\$762.00	\$0.00	\$12,045.00	\$11,999.00
T023	121	DATA PROCESSOR	\$0.00	\$8,230.00	\$8,230.00	0.00%	\$0.00	\$0.00	\$8,230.00	\$8,230.00
T024	121	DATA PROCESSOR	\$0.00	\$8,320.00	\$8,320.00	0.00%	\$0.00	\$0.00	\$8,320.00	\$8,320.00
T025	121	DATA PROCESSOR	\$0.00	\$8,320.00	\$8,320.00	0.00%	\$0.00	\$0.00	\$8,320.00	\$8,320.00
T026	121	DATA PROCESSOR	\$0.00	\$8,320.00	\$8,320.00	0.00%	\$0.00	\$0.00	\$8,320.00	\$8,320.00
T027	121	DATA PROCESSOR	\$0.00	\$8,320.00	\$8,320.00	0.00%	\$0.00	\$0.00	\$8,320.00	\$8,320.00
T028	121	DATA PROCESSOR	\$0.00	\$8,320.00	\$8,320.00	0.00%	\$0.00	\$0.00	\$8,320.00	\$8,320.00
T029	121	DATA PROCESSOR	\$0.00	\$8,320.00	\$8,320.00	0.00%	\$0.00	\$0.00	\$8,320.00	\$8,320.00
T030	121	DATA PROCESSOR	\$8,320.00	\$0.00	\$8,320.00	0.00%	\$0.00	\$0.00	\$8,320.00	\$8,320.00
T031	121	DATA PROCESSOR	\$0.00	\$8,320.00	\$8,320.00	0.00%	\$0.00	\$0.00	\$8,320.00	\$8,320.00
T032	121	DATA PROCESSOR	\$0.00	\$8,320.00	\$8,320.00	0.00%	\$0.00	\$0.00	\$8,320.00	\$8,320.00
T033	121	DELIVERY DRIVER	\$0.00	\$8,840.00	\$8,840.00	0.00%	\$0.00	\$0.00	\$8,840.00	\$8,840.00
T034	121	DELIVERY DRIVER	\$0.00	\$8,840.00	\$8,840.00	0.00%	\$0.00	\$0.00	\$8,840.00	\$8,840.00
T035	121	DELIVERY DRIVER	\$0.00	\$8,840.00	\$8,840.00	0.00%	\$0.00	\$0.00	\$8,840.00	\$8,840.00
T036	121	DELIVERY DRIVER	\$0.00	\$8,840.00	\$8,840.00	0.00%	\$0.00	\$0.00	\$8,840.00	\$8,840.00
T037	121	DELIVERY DRIVER	\$0.00	\$8,840.00	\$8,840.00	0.00%	\$0.00	\$0.00	\$8,840.00	\$8,840.00
T038	121	DELIVERY DRIVER	\$0.00	\$8,840.00	\$8,840.00	0.00%	\$0.00	\$0.00	\$8,840.00	\$0.00
T039	121	DELIVERY DRIVER	\$0.00	\$8,840.00	\$8,840.00	0.00%	\$0.00	\$0.00	\$8,840.00	\$0.00
T040	121	DELIVERY DRIVER	\$0.00	\$8,840.00	\$8,840.00	0.00%	\$0.00	\$0.00	\$8,840.00	\$0.00
T041	121	DELIVERY DRIVER	\$0.00	\$8,840.00	\$8,840.00	0.00%	\$0.00	\$0.00	\$8,840.00	\$0.00

HIDALGO COUNTY

Department Of Budget & Management

2007 Salary Schedule

1100-414-00-130-001-0

Elections Dept.

Slot	Obj.	Position Title	2006 Budgeted Salary	2007 Adjusted Salary	2007 Base Salary	% Inc	Amount Inc.	Other Inc.	2007 Budgeted Salary Approved	2007 Actual Salary
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Requested Positions:

T042	121	DATA PROCESSOR	\$0.00	\$8,840.00	\$8,840.00	0.00%	\$0.00	\$0.00	\$8,840.00	\$0.00
T043	121	DATA PROCESSOR	\$0.00	\$8,840.00	\$8,840.00	0.00%	\$0.00	\$0.00	\$8,840.00	\$0.00
T044	121	DATA PROCESSOR	\$0.00	\$8,840.00	\$8,840.00	0.00%	\$0.00	\$0.00	\$8,840.00	\$0.00

Hidalgo County Budget Office
FISCAL NOTE

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

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, May 15, 2007

Agenda Item: AI - 3770

Summary of request/proposal: Elections Department is requesting the following temporary employees:

<u>Fund</u>	<u>Position</u>	<u>Slot#</u>	<u>Obj</u>	<u>Current Budgeted Salary</u>	<u>Salary Requested</u>	<u>Total Adjustment Requested</u>
1100	Data Processor	T0042	121	0.00	17,680.00	17,680.00
1100	Data Processor	T0043	121	0.00	17,680.00	17,680.00
1100	Data Processor	T0044	121	0.00	17,680.00	17,680.00
Total:				0.00	53,040.00	53,040.00

Budgetary Impact:

<u>INCREASE/DECREASE ACCOUNT NUMBER</u>	<u>ACCOUNT (OBJECT) NAME</u>	<u>AMOUNT</u>
1100-414-00-130-001-0 121	ELECTIONS DEPARTMENT PERM F/T EMPLOYEES	22,354.02
1100-414-00-130-001-0 211	ELECTIONS DEPARTMENT HEALTH INSURANCE	-
1100-414-00-130-001-0 212	ELECTIONS DEPARTMENT LIFE INSURANCE	-
1100-414-00-130-001-0 220	ELECTIONS DEPARTMENT FICA	1,710.08
1100-414-00-130-001-0 230	ELECTIONS DEPARTMENT RETIREMENT	-
1100-414-00-130-001-0 250	ELECTIONS DEPARTMENT UNEMPLOYMENT COMP	111.77
1100-414-00-130-001-0 260	ELECTIONS DEPARTMENT WORKER'S COMP	129.65
2007 Budgetary Impact		24,305.52

2008 Budgetary Impact: \$ -

Possible Funding Sources: County Wide Adm. - Contingency

Budget Office Recommendation:

OAG Grant Attachments

CC REGULAR

Date: 05/15/2007
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Area: District Attorney

Information

CAPTION

District Attorney's Office and Sheriff's Office - Roy Cazares & Richard Ozuna
1.) Approval of forms for both departments titled "Attachment A - Statements Supporting Submission of the Application to OAG Crime Victim Services Division" and approval for County Judge to initial items 1-6 and sign form.
2.) Approval of "Resolution of Governing Body" for each department and approval for County Judge to sign.

BACKGROUND

- * The maximum grant amount is \$39,000.00 each department and each year
- * Grant period is up to two (2) year (Sept 1, 2007 - August 31, 2009) contingent on funding and approval by the OAG.
- * The District Attorney's Office will use D.A. Investigation funds to make up the difference in salary and fringe benefits for this grant position.
- * The Hidalgo County Sheriff's Office was funded \$6,796.00 this year to pay for fringe benefits for there liaison position. They might need additional monies in the 2008 & 2009 budgets if their is an increase in salaries or fringe benefits.

Fiscal Impact

FISCAL YEAR: 2008&2009 **ACCT. #:** 1100-412-00-280-001-0
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:** yes

BUDGETARY IMPACT:

\$6,796.00 plus any increases in the current salary, fringe benefits for each year.

Attachments

- Link: [DAAttachmentA](#)
- Link: [HSOAttachmentA](#)
- Link: [DAAttachmentB](#)
- Link: [HSOAttachmentB](#)
- Link: [ApplicationINST](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/10/2007 03:09 PM	APRV
2	Sergio Cruz	Sergio Cruz	05/10/2007 03:36 PM	APRV
3	Purchasing Department	Marty Salazar	05/10/2007 04:45 PM	APRV

4 Auditor's Office
Form Started By: Roy Cazares
Final Approval Date: 05/11/2007

05/11/2007 04:55 PM NEW
Started On: 05/09/2007 11:37 AM

ATTACHMENT A — REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CST, MAY 18, 2007, OR THE APPLICATION WILL NOT BE CONSIDERED.

STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO OAG CRIME VICTIM SERVICES DIVISION

INSTRUCTIONS: Initial each numbered line and submit this signed required Attachment with the Application.

LEGAL NAME OF APPLICANT: Hidalgo County District Attorney's Office

UNIQUE APPLICATION NUMBER (if applicable): V0009-08-0113

1. _____ **THIS APPLICATION IS FOR** (check one):

- _____ Other Victim Assistance Grant (OVAG)
- Victim Coordinator and Liaison Grant (VCLG)
- _____ Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds
- _____ Sexual Assault Prevention and Crisis Services (SAPCS) – Federal Funds

2. _____ **TRUE AND CORRECT INFORMATION.** The undersigned certifies that the information contained in this Application, including any attachments are true and correct to the best of his or her knowledge.

3. _____ **OAG CERTIFICATIONS AND ASSURANCES.** The undersigned has read and understands the Certifications and Assurances, contained in the Application Kit.

4. _____ **DEADLINES AND SUBMISSION OF APPLICATION.** The undersigned understands that the deadline for submission is 5:00 p.m. CST May 18, 2007 and that to meet the deadline, the Applicant must submit both paper (hard copies) and electronic (email) documents as required in the Application Kit. The undersigned further acknowledges that:

- It is the Applicant's responsibility to deliver the Application to the OAG in the specified manner and by the specified date and time
- Applications submitted in other formats will not be accepted
- The OAG accepts no responsibility for delays in shipping and courier services
- Late Applications will not be considered under any circumstance and will be returned unopened
- Proof of sending a document by email or other means is not proof that the OAG received the information

5. _____ **JOB DESCRIPTIONS FOR EACH REQUESTED POSITION.** The undersigned understands that the most recent job description for each position requested in the proposed budget should be attached and submitted with the Application. Missing job descriptions may impact the Applicant's score.

6. _____ **RESOLUTION OF GOVERNING BODY.** The undersigned states it is either submitting the Resolution of Applicant's governing body with this Application or will submit one at a later date as established by the OAG. If the timing of the Application due date and requirements of the Open Meetings Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date.

Signature/Title – County Judge

Juan D. Salinas
Printed Name

Date

ATTACHMENT A — REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CST, MAY 18, 2007, OR THE APPLICATION WILL NOT BE CONSIDERED.

STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO OAG CRIME VICTIM SERVICES DIVISION

INSTRUCTIONS: Initial each numbered line and submit this signed required Attachment with the Application.

LEGAL NAME OF APPLICANT: Hidalgo County Sheriff's Office

UNIQUE APPLICATION NUMBER (if applicable): _____

1. _____ **THIS APPLICATION IS FOR** (check one):

- _____ Other Victim Assistance Grant (OVAG)
- Victim Coordinator and Liaison Grant (VCLG)
- _____ Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds
- _____ Sexual Assault Prevention and Crisis Services (SAPCS) – Federal Funds

2. _____ **TRUE AND CORRECT INFORMATION.** The undersigned certifies that the information contained in this Application, including any attachments are true and correct to the best of his or her knowledge.

3. _____ **OAG CERTIFICATIONS AND ASSURANCES.** The undersigned has read and understands the Certifications and Assurances, contained in the Application Kit.

4. _____ **DEADLINES AND SUBMISSION OF APPLICATION.** The undersigned understands that the deadline for submission is 5:00 p.m. CST May 18, 2007 and that to meet the deadline, the Applicant must submit both paper (hard copies) and electronic (email) documents as required in the Application Kit. The undersigned further acknowledges that:

- It is the Applicant's responsibility to deliver the Application to the OAG in the specified manner and by the specified date and time
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5. _____ **JOB DESCRIPTIONS FOR EACH REQUESTED POSITION.** The undersigned understands that the most recent job description for each position requested in the proposed budget should be attached and submitted with the Application. Missing job descriptions may impact the Applicant's score.

6. _____ **RESOLUTION OF GOVERNING BODY.** The undersigned states it is either submitting the Resolution of Applicant's governing body with this Application or will submit one at a later date as established by the OAG. If the timing of the Application due date and requirements of the Open Meetings Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date.

Signature/Title – County Judge

Juan D. Salinas
Printed Name

Date

ATTACHMENT B —REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CST, MAY 18, 2007.

IF THE TIMING OF THE APPLICATION DUE DATE AND REQUIREMENTS OF THE OPEN MEETINGS ACT OR OTHER REQUIREMENTS PREVENTS THE GOVERNING BODY FROM REVIEWING AND APPROVING THE RESOLUTION, THEN IT MAY BE SUBMITTED TO THE OAG LATER THAN 5:00 P.M. CST, MAY 18, 2007.

RESOLUTION OF GOVERNING BODY

LEGAL NAME OF APPLICANT: Hidalgo County District Attorney's Office

UNIQUE APPLICATION NUMBER (if applicable): V0009-08-0113

Be it known as follows:

WHEREAS, the Hidalgo County District Attorney's Office, has applied or wishes to apply to the Office of the Attorney General, (OAG) Crime Victim Services Division for the following grant program (check one):

- | | |
|--------------|---|
| _____ | Other Victim Assistance Grant (OVAG) |
| <u> ✓ </u> | Victim Coordinator and Liaison Grant (VCLG) |
| _____ | Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds |
| _____ | Sexual Assault Prevention and Crisis Services (SAPCS) – Federal Funds |

WHEREAS, the Hidalgo County Commissioners' Court, has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, the Hidalgo County District Attorney's Office, has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": Juan D. Salinas

Position Title: County Judge

NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, Crime Victim Services Division as well as the designation of the Authorized Official.

Signature

Juan D. Salinas
Printed Name

Date

ATTACHMENT B —REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CST, MAY 18, 2007.

IF THE TIMING OF THE APPLICATION DUE DATE AND REQUIREMENTS OF THE OPEN MEETINGS ACT OR OTHER REQUIREMENTS PREVENTS THE GOVERNING BODY FROM REVIEWING AND APPROVING THE RESOLUTION, THEN IT MAY BE SUBMITTED TO THE OAG LATER THAN 5:00 P.M. CST, MAY 18, 2007.

RESOLUTION OF GOVERNING BODY

LEGAL NAME OF APPLICANT: **Hidalgo County Sheriff's Office**

UNIQUE APPLICATION NUMBER (if applicable): _____

Be it known as follows:

WHEREAS, the **Hidalgo County Sheriff's Office**, has applied or wishes to apply to the Office of the Attorney General, (OAG) Crime Victim Services Division for the following grant program (check one):

- | | |
|--------------|---|
| _____ | Other Victim Assistance Grant (OVAG) |
| <u> ✓ </u> | Victim Coordinator and Liaison Grant (VCLG) |
| _____ | Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds |
| _____ | Sexual Assault Prevention and Crisis Services (SAPCS) – Federal Funds |

WHEREAS, the **Hidalgo County Commissioners' Court**, has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, the **Hidalgo County Sheriff's Office**, has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": **Juan D. Salinas**

Position Title: **County Judge**

NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, Crime Victim Services Division as well as the designation of the Authorized Official.

Signature

Juan D. Salinas

Printed Name

Date

**OFFICE OF THE ATTORNEY GENERAL
CRIME VICTIM SERVICES DIVISION**

**Other Victim Assistance Grants (OVAG)
Victim Coordinator and Liaison Grants (VCLG)**

FY2008-2009 Grant Application Kit

This Kit contains the following:

Instructions

Definitions

Certifications and Assurances

Required Attachments A & B

***NOTE: Be sure to download the Excel workbook, which is also part of the Application Kit.
The Excel workbook is a separate electronic file. See additional instructions in this Kit.***

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Other Victim Assistance Grant (OVAG) Program Victim Coordinator and Liaison Grant (VCLG) Program

How to Obtain an Application Kit: The OAG will post the Application Kit on the OAG's official agency website at <http://www.oag.state.tx.us/victims/grants2008.shtml>. Updates and other helpful reminders about the application process will also be posted at this location. Potential Applicants are encouraged to refer to this site regularly.

This Application Kit provides the information and forms necessary to prepare an Application for funding through the Office of the Attorney General (OAG), Crime Victim Services Division (CVSD) for the OVAG and the VCLG Programs.

- An Applicant may apply for one (1) OVAG as well as one (1) VCLG.
- A separate Application must be submitted for each grant opportunity.

Applicant Registration

The OAG has an optional on-line Applicant Registration process. All Applicants are strongly encouraged to go to the Grants and Contracts page of the OAG website to register their intent to apply for grant funding. The Applicant must submit an Application by the due date even if they did not complete the optional on-line registration process. Please go to <http://www.oag.state.tx.us/victims/grants2008.shtml> to complete the optional Applicant Registration process.

- Applicants may register for more than one grant opportunity (OVAG or VCLG).
- Applicants that complete the on-line process will receive a Unique Application Number for each grant program for which they intend to apply.
- The Unique Application Number will be used by the OAG to track the receipt of applications from registered Applicants.
- If an Applicant completes the on-line registration process, the Applicant will not have to re-enter the same basic information again on the Application.

If the Applicant completed the optional Applicant Registration process on-line, then the Unique Application Number assigned should be included on all documents submitted to the OAG.

Application Submission

The Application consists of an Excel workbook, Attachment A, Attachment B, job descriptions for the personnel requested in the budget, and collaborative agreements, if applicable. **The Excel workbook and Attachment A must be submitted in the time, date and manner described below or the Application will not be considered or funded by the OAG.**

The Applicant must submit an Application for OVAG and/or VCLG funding by 5:00 p.m. CST on May 18, 2007 to be considered for funding. **To meet the deadline, the Applicant must submit both paper (hard copies) and electronic (email) documents.**

1. Paper (hard copies) - Via Next Day Air Overnight Delivery Service as named below:

- The Applicant must use either Federal Express, United Parcel Service, DHL or Lone Star Next Day Air Overnight Delivery Service.
- The Applicant must submit one (1) original and three (3) hard copies of the Application.
- The Application must be sent to the following address:

CVS GRANTS APPLICATIONS – MC 005
OFFICE OF THE ATTORNEY GENERAL
300 W 15TH ST RM 102
AUSTIN, TX 78701-1649

- The original and three hard copies must be received by 5:00 p.m. CST on May 18, 2007.
- The Application should be printed on 8.5 x 11 inch paper. Separate each Application with a binder clip. Do not staple or otherwise bind Applications.

2. Electronic – Via Email:

- The Applicant must submit the Excel workbook.
- The Excel workbook must be sent to the following email address:
CVSGrantsApplications@oag.state.tx.us
- The email must be received by 5:00 p.m. CST on May 18, 2007.
- An auto-reply message will be generated by the OAG for email received at this address. If the Applicant does not receive an auto-reply message, they are strongly encouraged to contact the OAG immediately at (512) 936-6397 or (512) 936-0364.

The OAG accepts no responsibility for delays in shipping. Applicants are strongly advised to allow for and anticipate any such delays by sending the Application as early as possible. Late Applications will not be considered under any circumstances and will be returned.

It is the Applicant's responsibility to deliver the Application to the OAG in the specified manner and by the specified date and time. Applications submitted in other formats, including hand delivery, will not be accepted. Proof of sending a document by email or other means is not proof that the OAG received the information.

The OAG will not consider or fund an Application if it is not filed by the due date, 5:00 p.m. CST on May 18, 2007.

Separate Applications for Each Grant Opportunity

If the Applicant is applying for both an OVAG and a VCLG, a separate Application must be submitted for each grant program.

Required Software

Microsoft Excel 97 or newer version is required to complete the Application and apply for a grant. *Adobe Reader* is required to access the Application Kit. *Adobe Reader* can be downloaded free at www.adobe.com. The Applicant may contact the OAG for technical assistance; however, please be aware that the OAG may not be able to provide the needed assistance if the request is made within two weeks of the filing deadline.

Availability of Funds

The OVAG and VCLG Programs receive appropriations from the Texas Compensation to Victims of Crime Fund (Fund 469), pursuant to Article 56.541 of the Texas Code of Criminal Procedure. All funding is contingent upon an appropriation to the OAG by the Texas Legislature. The OAG makes no commitment that an Application, once submitted, or a grant, once funded, will receive subsequent funding.

Grant Contract Period - Up to Two Years

The term of this grant contract period is up to two (2) years from September 1, 2007 through August 31, 2009, subject to and contingent on funding and approval by the OAG. If the grant contract period extends for more than one fiscal year, the grantee may be required to submit additional documentation relating to the second fiscal year of the grant contract period, including an updated budget. The OAG may base its decision on the second fiscal year funding amounts on the grantee's first year performance, including but not limited to: the timeliness and thoroughness of reporting, effective and efficient use of grant funds and the success of the project in meeting its goals.

Eligible Applicants

The following entities are eligible to apply under the OVAG Program:

- Local units of government;
- Non-profit agencies with 26.U.S.C. § 501(c)(3) status; or
- State agencies, including universities.

The following entities are eligible to apply under the VCLG Program:

- A local criminal prosecutor may apply for a grant to fund a position, or part of a position, for a victim assistance coordinator.
- A local law enforcement agency may apply for a grant to fund a position or part of a position, for a crime victim liaison.

Eligible Budget Categories

- Personnel
- Fringe Benefits
- Professional and Consultant Services
- Travel
- Equipment
- Supplies
- Other Direct Operating Expenses

Ineligible Costs

Ineligible activities include, but are not limited to:

- Payment for overtime, out-of-state travel, dues, or lobbying
- Purchasing food and beverages except as allowed under Texas State Travel Guidelines
- Purchasing or leasing vehicles
- Purchasing promotional items or recreational activities
- Paying for travel that is unrelated to the direct delivery of services that supports the OAG funded program
- Paying consultants or vendors who participate directly in writing a grant application

- Paying any portion of the salary or any other compensation for an elected government official
- Payment of bad debt, fines or penalties
- Medical costs, such as SANE fees or salaries, or items paid for by the CVC Fund
- Purchasing any other products or services the OAG identifies as inappropriate or unallowable
- Any unallowable costs set forth in state or federal cost principles

Ineligible Activities

Ineligible activities include, but are not limited to:

- Activities solely for research purposes
- Activities solely for the prosecution of an offender, such as witness coordination, expert witness fees, or prosecutor salaries
- Activities solely for law enforcement purposes, such as investigators or patrol officers
- Probation activities that assist an offender
- Offender-related activities, such as mediation or alcohol/drug abuse counseling
- Activities solely to prevent crime

Funding Levels

For each fiscal year of the grant term, the following are the minimum and maximum amounts the OAG will reimburse toward each project funded. Applications requesting an amount below the minimum may not be considered. Applications requesting an amount above the maximum may not be considered and/or may impact the Applicant’s score, and the budget may be adjusted by the OAG.

Type of Project	Fiscal Year Minimum Amount	Fiscal Year Maximum Amount
<i>OVAG Project</i>	\$20,000	\$50,000
<i>OVAG Statewide Project*</i>	\$20,000	\$220,000
<i>VCLG Project</i>	\$20,000	\$39,000

* An OVAG Statewide project is one that actively offers or provides victim-related services or assistance in six or more COG regions.

Match Requirements

There are no match requirements for the OVAG or VCLG projects.

Volunteer Requirements

As resources for victim service programs become more limited, volunteers may be necessary to ensure that victims continue to receive quality services when they are needed most.

- The OVAG Program has a volunteer requirement for non-profit Applicants. Governmental Applicants are encouraged, but not required, to use volunteers in some capacity to support the mission of the organization.
- The VCLG Program does **not** have a volunteer requirement.

Assistance with Restitution Requirements

Among other provisions, Article 42 of the Code of Criminal Procedure contains three provisions related to restitution and the Texas Compensation to Victims of Crime Fund (Fund 469):

- (1) Allowing courts to order restitution to be credited to Fund 469 (Article 42.037(a)).
- (2) Allowing courts to assess a \$12 administrative fee where restitution is ordered and paid in installments. Of that amount, \$6 remains with the court and \$6 is paid to Fund 469 (Article 42.037(g)(1)).
- (3) Allowing courts to order a one-time payment to Fund 469 in an amount up to \$50 for misdemeanor offenses or up to \$100 for felony offenses (Article 42.12 Section 11(a)(18)).

Prosecutor-based victim assistance programs applying for VCLG or OVAG funds will be required to provide and report on the following services in FY08-09:

- Assistance in making restitution requests; and
- Working with the OAG to institute a process for increasing the amount of restitution paid back to Fund 469 after compensation has been paid to the victim.

Assistance in making restitution requests involves informing victims of their right to restitution, assisting victims in determining the amount and type of restitution they may be eligible for, contacting the OAG for Crime Victims' Compensation claim payment information to determine if restitution is due the Crime Victims Compensation Fund, and/or documenting information on restitution on the victim impact statement, and/or working with the OAG to institute a process for increasing the amount of restitution paid back to the Crime Victims' Compensation Fund.

State and Federal Requirements

All Applicants should review and be familiar with the OAG administrative rules governing the OVAG and VCLG Programs. These rules are published in 1 Texas Administrative Code, Part 3, Chapter 60, found at:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=4&ti=1&pt=3&ch=60](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=3&ch=60)

In addition to the OAG's administrative rules, Applicants should be familiar with the Uniform Grant Management Standards (UGMS) and relevant Office of Management and Budget (OMB) circulars that relate to state, and if applicable, federal grant funding.

- UGMS can be found at: <http://www.governor.state.tx.us/divisions/stategrants/guidelines/view>
- OMB Circulars can be found at: <http://www.whitehouse.gov/omb/circulars/>

Contact Information

Assistance with technical questions about the Application Kit is available via:

- Email: CVSGrantsApplications@oag.state.tx.us
- Phone: For OVAG, contact Madeline Enriquez (512) 936-6397
For VCLG, contact Steven Lord at (512) 936-0364

Each person submitting a question should include his/her name, the name of the organization, an email address, a phone number and if applicable, the Unique Application Number. Email is the preferred method for submitting questions. OAG staff cannot assist with writing Applications.

OVAG Program Requirements

The purpose of the OVAG Program is to provide funds, using a competitive allocation method, to programs that address the unmet needs of victims by maintaining or increasing their access to quality services.

OVAG Purpose Areas: Grant contracts awarded under this Application Kit may be used for victim-related services or assistance for the following purposes:

- Providing direct victim services including, but not limited to, counseling, crisis intervention, assistance with Crime Victims' Compensation, legal assistance, victim advocacy, and information and referral;
- Providing outreach or community education to help identify crime victims who might not otherwise be reached and provide or refer them to needed services;
- Connecting crime victims to services for the purpose of supporting or assisting in their recovery;
- Training professionals and volunteers to improve their ability to inform victims of their rights, to assist victims in their recovery, or to establish a continuum of care for victims; or
- Other support for victim-related services or assistance as determined by the OAG.

OVAG Staffing Requirements: The funding priority for the OVAG Program is to support positions that provide victim-related services or assistance and in particular to provide direct victim services.

- A minimum of 75% of an Applicant's budget must be allocated to the Personnel and Fringe Benefits budget categories. This requirement applies to all Applicants. The OAG may grant an exception to this requirement for projects that demonstrate a need in the narrative, found on Tab P, Section 5.
- An Applicant that requests 85% or more of the total grant amount in the Personnel and Fringe Benefits budget categories will be given additional consideration in scoring.
- An Applicant is limited to no more than six (6) positions.
- Job Descriptions are required and must be submitted for all positions requesting funding.

OVAG Direct Victim Services Staff: Unless otherwise indicated in this Application Kit, all Applicants must provide one (1) direct service staff person working at least twenty (20) hours per week or two (2) direct service staff persons working at least ten (10) hours each per week.

This requirement applies to all Applicants, including those that rely upon volunteers or contracted staff to deliver direct victim services. The OAG may grant an exception to this requirement for projects that demonstrate a need in the Narrative, found on Tab P, Section 5.

OVAG Administrative Staff: While the OAG prefers to fund positions providing direct victim services, it recognizes that administrative personnel may be needed to support victim-related services or assistance.

- The Applicant may not include more than three (3) administrative positions, providing administrative support.
- The OAG will consider any position that has hours listed on the budget in the Administrative Column on Tab K-Personnel and Fringe as one (1) of the three (3) allowed administrative positions.
- The combined total number of hours for all administrative positions can not exceed fifteen (15) hours per week.

OVAG Non-Profit Volunteer Requirement: All non-profit (non-governmental) OVAG Applicants are required to use volunteers in some way to support the mission of their organization. Applicants must identify the role of a volunteer within the organization and describe program components related to recruitment, retention and training of volunteers in Tab P, Section 1. If the organization does not currently utilize volunteers, a plan must be described in Tab P, Section 1 explaining how a volunteer program will be developed and implemented during the grant term.

OVAG Statewide Project: An OVAG Statewide project is one that actively offers or provides victim-related services or assistance in six or more COG regions.

In addition to the purpose areas stated above, only Statewide projects may apply for funding for public awareness campaigns designed for connecting crime victims to services for the purpose of supporting or assisting in their recovery.

VCLG Program Requirements

The purpose of the VCLG program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies.

In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services.

VCLG Staffing Requirements: An Applicant for the VCLG Program must request funding for a position that will perform the duties of a VAC or a CVL.

- A minimum of 75% of an Applicant's budget must be allocated to the Personnel and Fringe Budget categories.

- An Applicant that requests 85% or more of the total grant amount in the Personnel and Fringe Benefits budget categories will be given additional consideration in scoring.
- The Applicant must, at minimum, provide one (1) VAC or CVL position working twenty (20) hours per week or two (2) positions working at least ten (10) hours each per week.
- Job Descriptions are required and must be submitted for all positions requesting funding.

Review Process

The OAG will review each timely, completed Application filed by an eligible Applicant.

- At any time during the review process an OAG staff member may contact the Applicant for additional information.
- All areas of the budget are subject to review and approval by the OAG. Decisions related to the budget are based on both eligibility and reasonableness.

Scoring

The Application will be scored on information provided by the Applicant including, but not limited to:

- Organization Summary (10% of overall score)
- Project Summary and Description of Need (25% of overall score)
- What Will Be Done (35% of overall score)
- Assessment and Evaluation (15% of overall score)
- Financial Questions (10% of overall score)
- Other scoring criteria (5% of overall score)

Grant Decisions

All grant decisions including, but not limited to, eligibility, evaluation and review, and funding rest completely within the discretionary authority of the OAG. The decisions made by the OAG are final and are not subject to appeal.

The OAG may choose to award a grant contract from a different OAG funding source than that for which the Applicant applied.

The OAG is not obligated to award a grant at the total amount requested and/or within the budget categories requested. The OAG reserves the right to make awards at amounts above and/or below the stated funding levels.

Funding Priority

The OAG reserves the right to consider all other appropriations or funding an Applicant currently receives when making funding decisions. The OAG may give priority to Applicants that do not receive other sources of funding, including funding that originates from the Texas Compensation to Victims of Crime Fund (Fund 469).

The OAG reserves the right to give priority to projects that provide direct victim services with grant funds, that provide information and education about victim rights in their community, or

projects that utilize volunteers in providing services. The OAG reserves the right to give priority to projects that provide services in certain geographic or programmatic areas.

Grant Award Notification

The Applicant shall be notified in writing of the OAG's decision regarding a grant award.

The OAG may utilize a grant contract document and/or a notice of grant document once a decision is made to award a grant. The Applicant will be given a deadline to act to accept the grant award and to return the appropriate document to the OAG within the time prescribed by the OAG. An Applicant's failure to return the signed document to the OAG within the prescribed time period will be construed as a rejection of the grant award, and the OAG may de-obligate funds.

Special Conditions

The OAG may assign special conditions at the time of the award. Until satisfied, these special conditions may affect the Applicant's ability to receive funds. If special conditions are not resolved, the OAG may de-obligate up to the entire amount of the grant award.

Reporting Requirements

If an Application is funded, grantees will be required to report to the OAG in the manner and schedule as determined by the OAG. Reporting on grant project activities such as outputs and outcomes via quarterly Performance Reports will be required.

Method of Payment

OAG grants are paid on a cost-reimbursement basis.

Definitions

Direct Victim Services – are defined as providing the following activities:

- Assistance with Crime Victims' Compensation
- Assistance with Texas VINE
- Information and Referral
- Accompaniment (Criminal Justice, Law Enforcement, Medical)
- Crisis Intervention
- Individual Counseling
- Groups (Support, Therapeutic)
- Assistance with Victim Impact Panels
- Assistance with Victim Impact Statements
- Emergency Funds
- Follow up with Victim
- Legal Assistance
- Lodging
- Transportation
- Victim Advocacy

Assistance with Crime Victims' Compensation – is assistance provided to a victim explaining Crime Victims' Compensation (CVC) forms and processes and/or completing the appropriate forms. Providing general information on CVC should be counted under "Information and Referral."

Assistance with Texas VINE – is assistance provided to a victim explaining Texas VINE and/or registering or accessing information. Providing general information on Texas VINE should be counted under "Information and Referral."

Information and Referral – refers to all forms of contact with victims in which services and available support (provided by the Applicant or the community) are identified and/or offered. This includes general information provided to victims on the Crime Victims' Compensation (CVC) program, victim rights, Texas VINE program, the Victim Impact Statement (VIS), and issues related to victimization. Information and Referral does not include Assistance with Crime Victims' Compensation, Texas VINE or Victim Impact Statements, these should be included in their specific categories.

Accompaniment

Criminal Justice Accompaniment – is support provided to a victim while that victim is participating in the criminal justice system. Only count one instance of accompaniment per victim per day. The law enforcement and medical accompaniment are listed separately.

Law Enforcement Accompaniment – is support provided to a victim while that victim is interacting with a law enforcement agency. Only count one instance of accompaniment per victim per day.

Medical Accompaniment – is support provided to a victim while receiving services at a medical facility. A minimum of 45 minutes must be spent with the victim; only count one instance of accompaniment per victim per day.

Counseling/Therapy

Crisis Intervention – is assistance provided to a victim to reduce stress and provide immediate, short-term support to reduce the impact of the crime, increase client functionality and facilitate immediate empowerment in meeting her/his physical, medical, legal and/or psychological needs.

Individual Counseling – is provided to a victim face-to-face by a licensed professional and uses one-on-one psychological and/or therapeutic methods of treatment for a minimum of 45 minutes.

Support Groups – are groups for victims led by trained staff, volunteers or peer facilitators covering educational material or issues brought up by the group.

Therapeutic Groups – are groups facilitated by a licensed professional and includes therapeutic/counseling and/or psycho-educational content for victims.

Assistance with Victim Impact Panels – is assistance provided to a victim to prepare a victim to present on a Victim Impact Panel.

Assistance with Victim Impact Statements – is assistance provided to a victim explaining the Victim Impact Statement and/or completing the appropriate forms. Providing general information on Victim Impact Statements should be counted under “Information and Referral.”

Emergency Funds – are funds that the Applicant will provide directly to victims for items needed immediately following a crime and that would not otherwise be paid for by the Crime Victim Compensation Fund.

Follow-up with Victim – in person, telephone or written communication, initiated by the advocate that occurs as a follow-up to an initial meeting with the victim—to provide or offer services such as emotional support, empathetic listening and checking on progress.

Legal Assistance – refers to assistance provided to a victim with criminal or civil legal issues, including, but not limited to, completing and/or filing of temporary restraining orders, injunctions, other protective orders, elder abuse or child abuse petitions. Legal assistance does not include activities solely for the prosecution of an offender, such as witness coordination, expert witness fees, or prosecutor salaries.

Lodging – is arranging and/or providing lodging for a victim.

Transportation – is arranging and/or providing transportation for a victim for planned activities to one or more destinations in a single trip, or to an unplanned or crisis situation to or from locations such as medical facilities, shelters, or police stations.

Victim Advocacy – assistance and advocacy provided on behalf of victims to a third party. Victim Advocacy includes phone calls or in-person visits to a law enforcement, criminal justice or other agency to gain information on behalf of the victim, assist the victim in securing his or her rights, remedies and services from other agencies, intervention with employers, following-up on CVC claims filed, assisting with other agencies that may provide non-criminal justice related services for victims such as job training. Victim Advocacy does not include any legal filings – see “Legal Assistance.”

Victim Services Training – is training provided to professionals and volunteers to improve their ability to inform victims of their rights, to assist victims in their recovery, or to establish a continuum of care for victims.

Outreach or Community Education – is a presentation that educates and informs the general public or specific groups to help identify victims of crime who might not otherwise be reached and provide or refer them to needed services.

Public Awareness Campaign – is a coordinated series of public service announcements, articles, press events and/or other activities designed to connect crime victims to services for the purpose of supporting or assisting in their recovery.

Specific Instructions for Tabs in Excel Workbook

For all Tabs, answer the questions only in the space provided. Only answers that appear in the specific text box will be reviewed. Do not write answers beyond the space provided or attach additional pages; they will not be read or scored.

If a message appears when the Excel workbook is opened stating that “Macros in this workbook are disabled...” the Applicant should select “OK”.

Each time a new tab is selected, make sure to scroll up to the top of the Tab to ensure all cells are viewed.

TAB A—COVER SHEET

If the Applicant has completed the optional on-line Applicant Registration process, then the only information the Applicant needs to complete on this tab is to enter the Legal Name of the Applicant, mark the box indicating it has registered, and enter the Unique Application Number assigned, if it did not auto-populate. If the Applicant has changes on Tabs A-D from the time the Registration Form was submitted completed, they can be made at this time. An Applicant does not necessarily need a separate taxpayer I.D. number from any other Applicant to be considered for funding.

TAB B—APPLICANT TYPE

This Tab requests information on the Applicant’s organization as a whole, not information specific to the project requesting funds.

TAB C—APPLICATION INFORMATION

The grant contact, authorized official and project financial officer must all be separate individuals.

Grant Contact

Each Applicant must designate a grant contact. The grant contact must be an employee of the grantee who is responsible for operating and monitoring the project and who is able to readily answer questions about the project’s day-to-day activities. For VCLG projects, the grant contact must be a person funded under the grant. All grant-related information will be sent to the grant contact person.

Authorized Official

Each Applicant must designate an authorized official. The authorized official is the person authorized to apply for, accept, decline, or cancel the grant for the Applicant entity. This person signs all grant adjustment requests, inventory reports, progress reports and financial reports as well as any other official documents related to the grant. This person may be, for example, the executive director of the entity, or a county judge, mayor, city manager, assistant city manager, or designee authorized by the governing body in the resolution.

Project Financial Officer

Each Applicant must designate a project financial officer. This person has primary responsibility for overseeing the financial operations of the grant project and may or may not be the same as the organization's highest financial position. This person may be, for example, the chief financial officer, finance director, county auditor, city treasurer, comptroller or Board Treasurer.

TAB D—TARGET POPULATION

This Tab requests information on the Applicant's project for which funding is being requested. See Tab D for instructions.

TAB E—COUNTIES SERVED

See Tab E for instructions.

TAB F—OUTPUT TARGET LEVELS

This Tab records targets for all personnel requested to be funded by the OAG grant. The information entered onto this Tab will be totaled on Tab G to indicate the Applicant's targets for FY08 and FY09. The Applicant will report on cumulative targets in quarterly Performance Reports to the OAG, not targets by individual personnel.

The Applicant must complete one table per position being requested through this grant.

If the position is one that only provides administrative support, check the appropriate box and no targets are required.

For all other positions, the following targets are required:

- Number of Unique Victims Served
- Assistance with Crime Victims' Compensation
- Assistance with Texas VINE
- Information & Referral

If the position is one that only provides Victim Services Training, Outreach and Education and/or Public Awareness, the Applicant may enter "0" as the target for the required outputs. Do not leave the required output cells empty.

The Applicant may also select up to three additional targets to report to the OAG.

The target number should represent the number of victims that will receive a particular service, not the number of times a particular service will be provided.

Note that in addition to the targets listed on Tab F, the Applicant will be required to track and report to the OAG information about all services provided through this grant.

TAB G—OUTPUTS SUMMARY

This Tab is auto-calculated based on the Applicant's responses on Tab F. The Applicant does not need to enter any information on this Tab.

TAB H—OUTCOMES

See Tab H for instructions.

TAB I—ORGANIZATION FINANCIAL INFORMATION

This Tab requests information on the Applicant's organization as a whole, not information specific to the project requesting funds.

TAB J—ALL FUNDING SOURCES**Total Operating Budget**

Enter the total operating budget for the Applicant's organization.

Total Program Budget

Enter the total budget for the Applicant's victim services program that the proposed grant project is a part of.

Funding Sources

Enter current sources of funding and the amounts for FY 2007 and projected sources of funding and amounts for FY 2008 and FY 2009 for victim services within your organization. If your organization serves a population only of victims, then include all sources of funding.

For OAG funding, list each grant type separately.

For Non-OAG state funding, list each state agency separately and give the total dollar amount for all grants received from that state agency.

TAB K—PERSONNEL AND FRINGE BENEFITS

Refer to Tab K for additional instructions.

Each Applicant is limited to no more than six (6) positions.

For each position the Applicant should list the hours per week that will be spent on each activity type. These hours should equal the total hours per week the position is scheduled to work on this OAG grant project. The hours will appear in red until they total correctly.

Personnel

- List personnel in order of funding priority.
- The personnel budget category must include salaries of employees only and not compensation paid to independent contractors. "Employee" is defined as a person under the direction and supervision of the grantee, who is on the payroll of the grantee and for whom the grantee is required to pay applicable withholding taxes; or a person who will be on the grantee's payroll and for whom the grantee will pay applicable income withholding taxes once the grant is awarded.
- Salaries for grant funded positions must be reasonable and comply with the grantee's salary classification schedule. The grantee must maintain documentation supporting that the salary is commensurate with that paid in the geographical area for positions with similar duties and qualifications.
- Each position listed must have a job description. Job descriptions must be submitted with the Application.

- Each position listed should be identified clearly, so that the discussion of each position in the narrative can be readily identified.

Fringe Benefits

- “Fringe Benefits” is defined as allowances and services provided by the grantee to its employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave, employee insurance, pensions, and unemployment benefit plans.
- Grant funds may be used to pay fringe benefits of an employee only if grant funds are also being used to pay for the salary of the same employee.
- The percentage of fringe benefits may not exceed the percentage requested for the salary of the corresponding position.
- A grantee must provide grant-funded personnel the same fringe benefits provided to all other non-grant-funded personnel of the grantee, regardless of whether the costs for fringe benefits are paid through that OAG grant.
- Fringe benefits must comply with the grantee’s personnel policies regarding fringe benefits.

TAB L—PROFESSIONAL AND CONSULTANT SERVICES AND TRAVEL

Professional & Consultant

- “Professional and Consultant Services” is defined as a service for which the grantee uses an outside source for necessary support. Professional and consultant services include, but are not limited to accounting services, counseling, legal services, and computer support.
- Any contract or agreement entered into by a grantee that obligates grant funds must be in writing and consistent with Texas contract law.
- Grantees must maintain adequate documentation supporting budget items for a contractor’s time, services, and rates of compensation. Grantees must establish a contract administration and monitoring system to regularly and consistently ensure that contract deliverables are provided as specified in the contract.
- Grant funds may not be used to pay for any professional and consultant service for a person or vendor who participated directly in writing a grant application.

Travel

- All Applicants are required to include in their budget funds to attend the November 2007 OAG conference in San Antonio. Estimated travel costs to attend the conference should be included here. If the Applicant budgets for but does not attend this conference, the travel costs may only be applied to another OAG sponsored training.
- Applicants may also budget to attend one OAG regional training (the same regional training will be held in different locations and dates to be determined by the OAG).
- Travel expenses may be reimbursed according to the Texas State Travel Guidelines, unless a grantee’s travel policy provides for a lesser reimbursement. The reimbursement rate for mileage, in-state per diem, hotel, car rental, and airfare expenses can be found in the Texas State Travel Guidelines at:
<https://fm.xcpa.state.tx.us/fm/travel/milerate/index.php>.
- Travel must relate directly to the delivery of services that supports the program that is funded by the OAG grant.

- Do not include conference registration fees in the travel budget category. Conference registration fees are listed in the "Other Direct Operating Expenses" budget category.
- Grant funds may not be used to pay for out-of-state travel.

TAB M—OTHER BUDGET CATEGORIES

Equipment

- "Equipment" is defined as an article of non expendable, tangible personal property having a useful life of more than one (1) year and a per unit acquisition cost which equals the lesser of the capitalization level established by the grantee for financial statement purposes or \$5,000.
- A grantee may use equipment paid for with OAG funds only for grant-related purposes, and not for personal use.
- Computers, regardless of cost, should be included under equipment.

Supplies

- "Supplies" is defined as consumable items directly related to the day to day operation of the grant program. Allowable items include, but are not limited to, office supplies, paper, postage, and education resource materials.
- The OAG will not approve funds for the purchase of program promotional items or recreational activities.
- Costs for supplies should be allocated for the employees listed on this Application.

Other Direct Operating Expenses

- "Other Direct Operating Expenses" is defined as those costs not included in other budget categories and which are directly related to the day to day operation of the grant program.
- Funds may not be used to purchase food and beverages.
- Registration fees for conferences and other training sessions should be included in this category.
- Each Applicant is required to have access to a computer in order to perform data collection and reporting to the OAG. If the Applicant does not currently have a computer, then one may be budgeted as part of this grant or secured through other means.

TAB N—FY 08-09 BUDGET SUMMARY

This Tab is auto-calculated based on the Applicant's responses on Tabs K-M. The Applicant does not need to enter any information on this Tab.

TAB O—PROJECT TIMELINE

This Tab is to identify the primary tasks and/or activities that will be accomplished during each quarter of the grant project. Include the services that will be provided by grant funded personnel as well as major administrative tasks such as hiring personnel, writing policies and procedures, developing evaluation tools and data collection. A more detailed description of activities will be included in the Narrative on Tab P.

TAB P—NARRATIVE

See Tab P for instructions.

OAG Certifications and Assurances

**A. THE UNIFORM GRANT MANAGEMENT STANDARDS (“UGMS”), PART III,
SECTION _____.14; PROMULGATED BY THE OFFICE OF THE GOVERNOR, STATE OF TEXAS.**

**THE OAG HAS ADOPTED THOSE ASSURANCES AS APPLICABLE
TO ALL RECIPIENTS OF OVAG AND VCLG FUNDS.**

The Applicant agrees to:

(1) Comply with Texas Government Code, Chapter 573, Vernon’s 1994, by ensuring that no officer, employee, or member of the applicant’s governing body or of the applicant’s contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two (2) years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) Comply, as applicable, with Texas Government Code, Chapter 552, (“Texas Public Information Act”) which requires the public information that is collected, assembled or maintained by the applicant relative to a project to be available to the public during normal business hours.

(3) Comply with Texas Government Code, Chapter 551, (“Texas Open Meetings Act”) which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) Comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) If Applicant is a health and human services agency or public safety or law enforcement agency, it may not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) If Applicant is a law enforcement agency regulated by Texas Government Code, Chapter 415, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the OAG with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) Agrees that when incorporated into a grant award or contract, these standard assurances become terms or conditions for receipt of grant funds and that the Applicant shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) Comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Applicant shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) Comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) Comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub-agreements.

(11) Comply, as applicable, with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) Comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) Comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) Insure, as applicable, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of

the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, (EO 11738).

(15) Comply, as applicable, with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) Comply, applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) Comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) Comply, as applicable, in assisting the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) Comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) Comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) Comply, as applicable, with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) Comply, as applicable, with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) Comply, as applicable, with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) Certifies, as a signatory party to the grant contract, that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) Comply, by adopting and implementing the applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

B. Other Certifications and Assurances

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

The Applicant certifies that if it is required to file an Equal Employment Opportunity Plan (EEO), the Applicant will do so in compliance with the applicable federal requirements.

DISCLOSURE AND CERTIFICATION REGARDING LOBBYING

The Applicant certifies:

1. No federal/state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding of any federal/state contract, the making of any federal/state grant, the making of any federal/state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal/state contract, grant, loan, or cooperative agreement; and

2. If any non-federal/state funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with this federal/state contract, grant, loan, or cooperative agreement, the undersigned shall contact the CVSD of the OAG for the "Disclosure Form to Report Lobbying."

NON-PROCUREMENT DEBARMENT CERTIFICATION

The Applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes

or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

If Applicant is unable to certify to any of the statements in this Non-procurement Debarment certification, the Applicant shall attach an explanation. Funding is contingent upon OAG review of this explanation.

DRUG-FREE WORKPLACE CERTIFICATION

The Applicant certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees/assignees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing a drug-free awareness program to inform employees/assignees about:

1. The dangers of drug abuse in the workplace;
2. The applicant's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees/assignees for drug abuse violations.

C. Making it a requirement that each employee/assignee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

D. Notifying the employee/assignee in the statement required by paragraph (A) that, as a condition employment/assignment under the grant, the employees/assignee will:

1. Abide by the terms of the statement, and
2. Notify the applicant agency and CVSD, of the OAG of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.

E. Notifying the agency within ten days after receiving notice under subparagraph (D) (2) from an employee/assignee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions with respect to any employee/assignee so convicted:

1. Taking appropriate personnel action with respect to any employee/assignee so convicted;
2. Requiring such employee/assignee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (A), (B), (C), (D), (E), and (F).

ANNUAL SINGLE AUDIT CERTIFICATION

The Applicant certifies to the best of their knowledge and belief that one of the following applicable requirements will be met:

1. The applicant currently expends \$500,000 or more, in combined federal funds during the fiscal year; and, therefore, is required to submit an annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
2. The applicant currently expends \$500,000 or more in combined state funds during the fiscal year; and, therefore, is required to submit an annual Single Audit by an independent auditor made in accordance with the Uniform Grant Management Standards (UGMS).
3. The applicant currently expends less than \$500,000 in either federal or state funds during the fiscal year; and therefore is exempt from the Single Audit Act and cannot charge audit costs to an OVAG /VCLG grant. Applicant agrees that the OAG may require a limited scope audit as defined in OMB Circular A-133.

If this application is for funds in excess of \$25,000, the Applicant certifies the following:
By submission of this proposal, that neither the applicant agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or state agency.

If the Applicant is unable to certify the above statements, the Applicant has attached an explanation to this application.

COMPLIANCE WITH ANNUAL INDEPENDENT FINANCIAL AUDIT FILING REQUIREMENT

The Applicant assures that it will file an Annual Independent Financial Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. An annual independent financial audit is a requirement for this OAG grant. The audit will meet Office of Management and Budget (OMB) Circular A-133 and Uniform Grant Management Standards (UGMS) requirements. Additionally, the annual independent financial audit will meet GAGAS standards in the event a Single Audit is not required.

COMPLIANCE WITH UGMS AND THE APPLICABLE OMB CIRCULARS

The Applicant assures that it will follow the guidelines in the Uniform Grant Management Standards (UGMS). Both governmental entities as well as non-profit entities are required to follow UGMS guidelines.

The Applicant assures compliance with all Federal/state statutes, regulations, policies, guidelines and requirements, including, but not limited to, UGMS as well as OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 123 72.

RETURN OF GRANT FUNDS IN THE EVENT OF LOSS OR MISUSE

The Applicant agrees that in the event of loss or misuse of the OVAG/VCLG funds, the Applicant assures that the funds will be returned to the OAG in full.

CONFLICT OF INTEREST

The Applicant assures that there is no conflict of interest that would preclude it from filing the Application or providing the services under this grant. By submitting this Application, Applicant affirms that it has neither given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the procurement process or in connection with this grant application, except as allowed under relevant state and federal law. The Applicant further agrees that it will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Applicant shall operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to the activities conducted under this grant.

Without diminishing the provisions of the prior paragraph, the Applicant assures that as a grantee, grantee personnel, members of a grantee board or governing body, or other persons affiliated with the grant project shall not participate in any proceeding or action where grant funds personally benefit, directly or indirectly, the individuals or their relatives. For the purposes of this provision, "relatives" means persons related to the individual within the third degree by consanguinity or within the second degree by affinity, as determined by Chapter 573 of the Government Code. Grant personnel and officials must avoid any action that results in or creates the appearance of using their official positions for private gain; giving preferential treatment to any person; losing independent judgment or impartiality; making an official decision outside of official channels; or adversely affecting the confidence of the public in the integrity of the program or the OAG.

AUTHORITY TO FILE APPLICATION

The Applicant has the authority or will receive the appropriate authority by the Applicant's governing body to file the Application, including the authority to agree to the assurances and certifications contained herein.

Required Attachments

Attachments A and B can be found at the end of this Application Kit.

Attachment A is the “STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO OAG CRIME VICTIM SERVICES DIVISION”

- **It must be signed and submitted at the time the Application is submitted to the OAG.**
- **Applications that are received by the OAG without this Attachment will not be considered or funded by the OAG.**

Attachment B is the “RESOLUTION OF GOVERNING BODY”

- It must be signed and submitted at the time the Application is submitted to the OAG, unless the timing of the Application due date and requirements of the Open Meeting Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date.

Job Descriptions are required for each position requested in the proposed budget.

- Job descriptions should be attached and submitted with the Application. Missing job descriptions may impact the Applicant’s score.
- The Applicant should mark each page of the submitted job descriptions with the name of the Applicant and the Unique Application Number, if applicable.

Collaboration Agreements if required by the Applicant to achieve the proposed project as described in the Narrative, Tab P, Section 3.

- Collaboration agreements, if required, should be attached and submitted with the Application. Missing collaboration agreements may impact the Applicant’s score.

ATTACHMENT A — REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CST, MAY 18, 2007,
OR THE APPLICATION WILL NOT BE CONSIDERED.

STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO OAG CRIME VICTIM SERVICES DIVISION

INSTRUCTIONS: Initial each numbered line and submit this signed required Attachment with the Application.

LEGAL NAME OF APPLICANT: _____

UNIQUE APPLICATION NUMBER (if applicable): _____

1. _____ THIS APPLICATION IS FOR (check one):

- _____ Other Victim Assistance Grant (OVAG)
- _____ Victim Coordinator and Liaison Grant (VCLG)
- _____ Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds
- _____ Sexual Assault Prevention and Crisis Services (SAPCS) – Federal Funds

2. _____ TRUE AND CORRECT INFORMATION. The undersigned certifies that the information contained in this Application, including any attachments are true and correct to the best of his or her knowledge.

3. _____ OAG CERTIFICATIONS AND ASSURANCES. The undersigned has read and understands the Certifications and Assurances, contained in the Application Kit.

4. _____ DEADLINES AND SUBMISSION OF APPLICATION. The undersigned understands that the deadline for submission is 5:00 p.m. CST May 18, 2007 and that to meet the deadline, the Applicant must submit both paper (hard copies) and electronic (email) documents as required in the Application Kit. The undersigned further acknowledges that:

- It is the Applicant's responsibility to deliver the Application to the OAG in the specified manner and by the specified date and time
- Applications submitted in other formats will not be accepted
- The OAG accepts no responsibility for delays in shipping and courier services
- Late Applications will not be considered under any circumstance and will be returned unopened
- Proof of sending a document by email or other means is not proof that the OAG received the information

5. _____ JOB DESCRIPTIONS FOR EACH REQUESTED POSITION. The undersigned understands that the most recent job description for each position requested in the proposed budget should be attached and submitted with the Application. Missing job descriptions may impact the Applicant's score.

6. _____ RESOLUTION OF GOVERNING BODY. The undersigned states it is either submitting the Resolution of Applicant's governing body with this Application or will submit one at a later date as established by the OAG. If the timing of the Application due date and requirements of the Open Meetings Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date.

Signature/Title

Printed Name

Date

ATTACHMENT B —REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CST, MAY 18, 2007.

IF THE TIMING OF THE APPLICATION DUE DATE AND REQUIREMENTS OF THE OPEN MEETINGS ACT OR OTHER REQUIREMENTS PREVENTS THE GOVERNING BODY FROM REVIEWING AND APPROVING THE RESOLUTION, THEN IT MAY BE SUBMITTED TO THE OAG LATER THAN 5:00 P.M. CST, MAY 18, 2007.

(SAMPLE FORM OF RESOLUTION OF GOVERNING BODY)

RESOLUTION OF GOVERNING BODY

LEGAL NAME OF APPLICANT: _____

UNIQUE APPLICATION NUMBER (if applicable): _____

Be it known as follows:

WHEREAS, the _____, [Name of Applicant] has applied or wishes to apply to the Office of the Attorney General, (OAG) Crime Victim Services Division for the following grant program (check one):

- _____ Other Victim Assistance Grant (OVAG)
- _____ Victim Coordinator and Liaison Grant (VCLG)
- _____ Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds
- _____ Sexual Assault Prevention and Crisis Services (SAPCS) – Federal Funds

WHEREAS, the _____, [Name of Governing Body of Applicant, such as City Council, County Commissioners' Court or Board of Directors], has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, the _____, [Name of Applicant] has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": _____

Position Title: _____

NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, Crime Victim Services Division as well as the designation of the Authorized Official.

Signature

Printed Name

Date

AI-3796

13.A.

Budget Amendment

CC REGULAR

Date: 05/15/2007

Submitted By: Margarita Gonzalez, WIC

Department: WIC

Agenda Area: WIC

Information

CAPTION

Approval of 2007 appropriation of funds for WIC Administration in the amount of \$80,00.00. (1292)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7.1292.441.00.350.001.7

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Amend budget by \$80.000 monies from surplus funds

Attachments

Link: [Budget Amendment](#)

Link: [backup grant information](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 04:29 PM	APRV
2	Ana Galvan	Anna Galvan	05/11/2007 09:21 AM	APRV
3	Purchasing Department		05/11/2007 04:55 PM	NEW
Form Started By: Margarita Gonzalez			Started On: 05/09/2007 09:04 AM	
Final Approval Date: 05/11/2007				

DATE: May 7, 2007

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 7.1292.XX1.00.350.001.7.XXX

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

Honorable Commissioners' Court of Hidago County:

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

BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, AND 1666B:

(INCREASE/DECREASE)			
ACCOUNT NO.		ACCOUNT NAME	AMOUNT
7.1292.441.00.350.001.7.	312	Indirect Costs	22,770.00
7.1292.441.00.350.001.7.	411	Water	4,500.00
7.1292.441.00.350.001.7.	421	Waste Disposal	2,000.00
7.1292.441.00.350.001.7.	524	General Insurance	7,300.00
7.1292.441.00.350.001.7.	535	Postage and express mail charges	9,430.00
7.1292.441.00.350.001.7.	622	Electricity	15,000.00
7.1292.441.00.350.001.7.	664	Minor equipment	3,000.00
7.1292.441.00.350.001.7.	666	Minor Office Equipment	3,000.00
7.1292.441.00.350.001.7.	681	Vehicle R&M Supplies	4,000.00
7.1292.441.00.350.001.7.	748	Other equipment	4,000.00
7.1292.441.00.350.001.7.	604	Chem,Drugs,Meds, & Lab Supplies	5,000.00
		Total Budget (Increase/Decrease)	80,000.00
7.1292.331.00.350.001.7.	000	<i>WIC Administration-Revenues</i>	<i>80,000.00</i>

REASON: **Amend Budget to cover expenses through September 2007.**

Department Head Signature

Date

Approved Commissionrs' Court

Attest County Clerk



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CHARLES BELL, M.D. MD007YQIH
ACTING COMMISSIONER

1100 W. 49th Street • Austin, Texas 78756
1-888-963-7111 • <http://www.dshs.state.tx.us>
TDD: 512-458-7708

November 21, 2006

9007 90 330

Norma L. Longoria, WIC Director
LA#12, Hidalgo County Health Department
WIC Administrative Office
3105 West University Drive
Edinburg, Texas 78539

Dear Ms. Longoria:

Local Agency #12, Hidalgo County Health Department, has been approved to be reimbursed for \$ 40,000.00 in lactation services rendered between October 1, 2006 to September 30, 2007. Lactation services funds are being provided to help your agency provide breastfeeding assistance to WIC participants and WIC staff. You will be reimbursed for the following expenses:

1. To reimburse local agencies (LAs) for fees paid to Certified Lactation Consultants (LC), or qualified equivalent, who:
 - counsel WIC moms with breastfeeding problems that are beyond the expertise of WIC staff
 - provide training to WIC staff, conduct special breastfeeding classes or support group sessions, or assist with WIC-sponsored workshops for health-care professionals.

This funding can pay for lactation consults by qualified people who are already on contract, qualified people that can be put on contract according to *WIC Policy AC 16.0*, or qualified employee after normal working hours depending on local agency personnel policies and procedure.

2. To pay for equipment that would complement lactation consults such as large and extra large breast pump flanges, nipple shields and shells, nursing bras and pads, and supplemental nursing systems. (Note: This funding can be utilized to purchase large and extra large breast pump flanges but cannot be utilized for breast pump purchase or rental.)
3. To pay for equipment to establish and supply a nursing room that could be used for lactation consultations and a private place for WIC breastfeeding moms to nurse and pump.
4. To pay for staff reference books and teaching aids such as breastfeeding dolls, stuffed breasts, bellyballs, flip charts and other teaching tools.
5. To reimburse local agency staff for fees paid to prepare for (i.e., study materials) or take the International Board of Lactation Consultant Examiners (IBLCE) exam. See www.iblce.org for more information.

Approval for Lactation Services Funds
November 21, 2006
Page 2

In order for the State Agency to track these expenditures, please bill for said costs on a separate *State of Texas Purchase Voucher (B-13)* from your monthly WIC billing. Remember to bill these expenses as **Lactation Services Expenses** and not as regular breastfeeding expenses or Peer Counselor Program Expenses. If applicable, *WIC Policy AC 16.0* must be followed when establishing a new professional contract with a lactation specialist.

If you have questions or require additional information, please contact Tracy Erickson, WIC Breastfeeding Coordinator, at (512) 458-7111, extension 3409, or tracy.erickson@dshs.state.tx.us or Mary Van Eck, Branch Manager, Nutrition Education/Clinic Services Unit, at (512) 458-7111, extension 3484. Questions concerning accounting or contracts, please contact Rachel Halliburton, WIC Contract Manager, Contract Management Branch, at (512) 458-7111, extension 3458 or rachel.halliburton@dshs.state.tx.us.

Sincerely,


Mike Montgomery, Section Director
Nutrition Services Section

cc: Rachel Halliburton



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CHARLES E. BELL, M.D.
ACTING COMMISSIONER

1100 W. 49th Street • Austin, Texas 78756
1-888-963-7111 • <http://www.dshs.state.tx.us>
TDD: 512-458-7708

November 1, 2006

Norma Longoria, WIC Director
LA 12, Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539

NOV 08 2006

HIDALGO COUNTY W.I.C. PROGRAM

Dear Ms. Norma Longoria:

Your obesity prevention project proposal, Healthy Living For Life, has been accepted as a FY2007 Obesity Prevention Project. Your local agency will be reimbursed for up to \$5,000.00 in expenses (related to your approved project) incurred between October 1, 2006, and September 30, 2007. As part of your project award you will also be provided with technical assistance from the University of Texas at Austin Nutrition Education Evaluation team to evaluate your Obesity Prevention Project (at no cost to your agency). The UT staff are experts in evaluation and will assist you in streamlining your evaluation efforts. A staff member from UT will be contacting you shortly regarding your evaluation plan.

Your agency will be asked to submit periodic project updates and a final year-end report on the project and the evaluation via the Internet. In lieu of a poster presentation we ask that all Obesity Prevention Projects plan to participate in a 1-day Obesity Prevention Project Summit to be held in Austin in July or early August of 2007.

Obesity Prevention Project funding may be used to pay for staff time and expenses related to the project as detailed in your accepted project budget. Please be advised that acceptance of your project does not relieve you of the responsibility to seek State Agency approval for specific expenses if State Policy requires it. If applicable, policy AC 16.0 must be followed when establishing a new professional contract.

In order for the State Agency to track these expenditures, please bill for said costs on a separate State of Texas Purchase Voucher (B-13) from your monthly WIC billing. Remember to bill these expenses as Obesity Prevention Project Expenses and not as regular nutrition education or breastfeeding expenses.

If you have any questions related to your project, please contact Amanda Hovis at 512-458-7111, extension 3411 or amanda.hovis@dshs.state.tx.us. If you have any questions related to billing, please contact Rachel Halliburton at 512-458-7111, extension 3458 or rachel.halliburton@dshs.state.tx.us.

Sincerely,


Mike Montgomery, Section Director
Nutrition Services Section



RD

DEC 15 2006

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY V.I.C. #12

 CHARLES BE L., M.D.
 ACTING COMMISSIONER

 1100 W. 49th Street • Austin, Texas 78756
 1-888-963-7111 • <http://www.dsha.state.tx.us>

December 1, 2006

 Norma L. Longoria, WIC Director
 LA #12, Hidalgo County Health Department
 WIC Administrative Office
 3105 West University Drive
 Edinburg, Texas 78539

Dear Ms. Longoria:

Local Agency #12, Hidalgo County Health Department, has been approved for \$14,000.00 in funding for the services of a Registered Dietitian (RD) for fiscal year 2006. The period of this funding is from October 1, 2006 to September 30, 2007. Use this special funding to reimburse RDs for:

- Assisting with the quality assurance program (i.e., ongoing evaluation of individual counseling, nutrition education classes, clinical procedures, etc.).
- Providing staff training on nutrition-related topics and nutrition assessment procedures.
- Assisting with your local agency's WIC Certification Specialist Program.
- Developing and implementing a quality assurance program.
- Assisting with completion and application of the NE/BF Plan.
- Providing high-risk individual counseling.
- Conducting facilitated discussion nutrition education classes.
- Consultation regarding the appropriate issuance of special formulas.
- Implementing Value Enhanced Nutrition Assessment (VENA)

Please note the following:

- All local agencies are required to have an RD on staff or on contract (WIC policy GA 14.0).
- You must follow policy AC: 16.0 – Allowable Costs – Professional Contract Services, when securing the services of an RD consultant via contract.
- Use a separate State of Texas Purchase voucher (form B-13) to bill the state for RD services funded by this special allocation. Specify on the face of the voucher that this is reimbursement for an RD consultant or to defray the cost of a staff RD.
- Prior to contracting with the RD, the RD should provide you with a copy of his/her registration card from the Commission on Dietetic Registration. This is proof that the consultant is an RD.
- The State Agency plans to reallocate any unused RD funds later this fiscal year. At that time, funds will be shifted from local agencies that have not used their funds to local agencies that need additional funding.

An Equal Employment Opportunity Employer

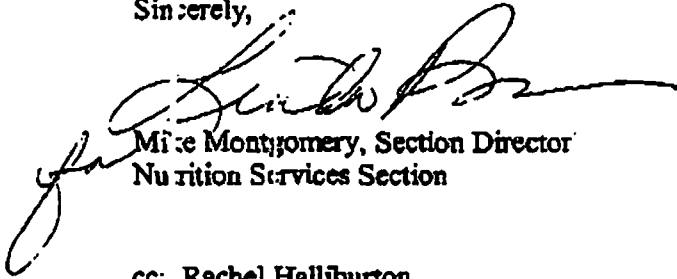
RD Consultant Funding

December 1, 2006

Page 2

If you have questions or require additional information regarding RD consultant funding, please contact Elaine Goodson, Nutrition Education Consultant, at (512) 458-7111 extension 3467, or Elaine.Goodson@dshs.state.tx.us, or Shellie Shores, Nutrition Education Coordinator, at (512) 458-7111, extension 3463, or Shellie.Shores@dshs.state.tx.us. Questions concerning accounting or contracts should be directed to Rachel Halliburton, WIC Contract Manager, Performance Management Unit, at (512) 458-7111, extension 3458 or Rachel.Halliburton@dshs.state.tx.us.

Sincerely,



Mike Montgomery, Section Director
Nutrition Services Section

cc: Rachel Halliburton

Robledo!



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CHARLES BELL, M.D.
ACTING COMMISSIONER

1100 W. 49th Street • Austin, Texas 78756
1-888-963-7111 • <http://www.dshs.state.tx.us>
TDD: 512-458-7708

December 28, 2006

Ms. Norma Longoria, WIC Director
Hidalgo County Health Department
3105 West University Drive
Edinburg, Texas 78539

Re: Vendor Liaisons

Dear Ms. Longoria:

This letter is to announce the award of over-contract funding for Vendor Liaison activities for FY07. The State recently received notification of its Operation Adjustments (OA) monies from USDA which serve as the source of vendor liaison funding.

Please be advised that the vendor liaison over-contract award for your local agency for FY067 is \$21,000.00. This amount may or may not be the same as you received last contract year. Some agencies received more than last year while others received less. An allocation of this year's available monies was made to agencies based on the number of WIC contracted vendors each agency had in its service area at the time of the drafting of this letter.

Also, be reminded that the over-contract commitment for vendor liaison funding is intended to offset the staff costs associated with performing heightened grocer/vendor activities that are above and beyond the routine on-site evaluation visits required for new applicant vendor sites. Funding for the later task is included in your normal administrative earnings based on the number of clients served monthly.

Vendor liaison activities can be varied but include items including:

- Educational visits to participating WIC grocery stores and pharmacies to test the vendor's understanding of program policies or to respond to questions by store personnel.
- Working with stores to resolve problems including issues related to food instrument redemption or stocking of WIC foods.
- Responding to calls, inquiries, or complaints from stores or from WIC clients about stores.
- Assisting the state by disseminating information or performing functions related to stores' conversion from the paper voucher system to the Electronic Benefits Transfer (EBT) system.
- Attending state vendor training events.

Sincerely,

Ray Krzesniak, Manager
Food Issuance and Redemption Services Unit
Nutrition Services

RECEIVED BY
COUNTY HEALTH DEPT
2007 JAN 4 PM 11:54

AI-3797

14.A.

Sheriff's Office: Chief Anacleto Martinez

CC REGULAR

Date: 05/15/2007
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Discussion, consideration, and action on approval to extend the termination date for the Texas Border Sheriff's Coalition Operation Linebacker Grant (federal portion)--new termination date April 30, 2008.

BACKGROUND

The prior grant period was 05/01/06-04/30/07.
Grant includes funding of personnel and equipment/operational expenses.

Fiscal Impact

Attachments

Link: [TBSC.grant.extension](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Anacleto Martinez	Anacleto Martinez	05/09/2007 03:00 PM	APRV
2	Dina Trevino	Dina Trevino	05/10/2007 04:03 PM	APRV
3	Sergio Cruz	Sergio Cruz	05/11/2007 11:36 AM	APRV
4	Mike Escaname	Mike Escaname	05/11/2007 01:12 PM	APRV
5	Linda Fong		05/11/2007 04:55 PM	NEW

Form Started By: Emilia Uriegas
Started On: 05/09/2007 09:06 AM
Final Approval Date: 05/11/2007



Change Project Period GAN

[All Active](#)

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

[Change Requested](#)

GRANT ADJUSTMENT NOTICE

[Approved](#)

Grantee Information

[Denied](#)

Project Period: 05/01/2006 - 04/30/2007

[Draft](#)

Program Office: BJA

[Create Grant Adjustment](#)

Grant Manager: Esmeralda Womack

[Help/Frequently Asked Questions](#)

Application Number (s): 2006-F3791-TX-DD

Award Number: 2006-DD-BX-0504

Award Amount: \$4,936,140.00

Grantee Name: Texas Border Sheriff's Coalition

Grantee Address: P.O. Box 221546 El Paso, 79913

Grantee DUNS Number: 999999999

Grantee EIN: 20-3789689

Vendor #: 203789689

Project Title: Operation Linebacker - Texas Border Sheriff's Coalition

Change Project Period

Current Grant Period:	Month: 11	Day: 14	New Grant Period:	Month: 05	Day: 01
Project Start Date:	05/01/2006		*New Project Start Date:	05/01/2006	
Project End Date:	04/30/2007		*New Project End Date:	04/30/2008	

***Required Justification for Change Project Period:**

The Texas Border Sheriff's Coalition (TBSC) received The Notice of Grant Award in September of 2006, and was able to draw funds in December of 2006. The TBSC has been working diligently to complete the contracts with the 16

Attachments:

Filename:	User:	Timestamp:	Action:

Extension Request - DReay.pdf		texasbsc	03/20/2007 4:27 PM	Delete Attachment
Add Attachment				
Actions:				
Save	Submit	Cancel		
Printer Friendly Version				
Audit Trail:				
Description:	Role:	User:	Timestamp:	Note:
Change Requested	EXTERNAL - External User	womacke	03/05/2007 9:08 AM	View Note
Submitted	PO - Grant Manager	texasbsc	03/02/2007 2:55 PM	View Note
Draft	EXTERNAL - External User	texasbsc	03/02/2007 2:54 PM	View Note



Grant Adjustments - All Active GANs

[All Active](#)

[Change Requested](#)

[Approved](#)

[Denied](#)

[Draft](#)

[Create Grant Adjustment](#)

[Help/Frequently Asked Questions](#)

[GMS Home](#)

[Log Off](#)

ID	GAN Type	Multiple Awards	Program Office	Status	Award Number	Project Title	Date Submitted
40354	Project Pd.	No	BJA	Submitted	2006-DD-BX-0504	Operation Linebacker - Texas Border Sheriff's Coalition	03/02/2007

AI-3842

15.A.

Resolution - Edcouch H.S.

CC REGULAR

Date: 05/15/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Submitted For: Comm. Handy

Department: BUDGET & MANAGEMENT

Agenda Area: Precinct #1

Information

CAPTION

1. Approval of Resolution honoring Edcouch-Elsa High School One-Act Play Cast & Crew
2. Approval of Resolution honoring Joe V. Sanchez, Mayor, City of Weslaco

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo Started On: 05/11/2007 01:58 PM

Final Approval Date: 05/11/2007

AI-3773

16.A.

Interdepartmental Transfer

CC REGULAR

Date: 05/15/2007
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

Requesting approval of 2007 interfund transfer from Precinct #3 P/U Roads (1203) to TXDOT US Illumination (1315) in the amount of \$6,810.00.

BACKGROUND

Expressway lighting maintenance and light fixtures maintenance.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1203-431-00-123-005-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
\$23,101.66 available account balance as of 05/10/2007

Attachments

Link: [interfund transfer](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 10:35 AM	APRV
2	Sergio Cruz	Sergio Cruz	05/10/2007 09:45 AM	APRV
3	Purchasing Department	Marty Salazar	05/10/2007 04:39 PM	APRV
4	Auditor's Office	Janie Lozano	05/11/2007 01:25 PM	APRV
5	Janie Lozano	Janie Lozano	05/11/2007 02:21 PM	APRV
6	Linda Fong		05/11/2007 04:55 PM	NEW
Form Started By: Norma Ceballos			Started On: 05/08/2007 10:26 AM	
Final Approval Date: 05/11/2007				

AI-3768

17.A.7.

HIDALGO COUNTY

CC REGULAR

Date: 05/15/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo
County

Information

CAPTION

Requesting authority to advertise for Bid 2007-05-06-06-LRM Hidalgo County "MS-1 Emulsified Asphalt" and approval of specifications.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** See attached Expense Report

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

BUDGETARY IMPACT:

For funding availability see attached expense report (dated as of 5/10/07).

Attachments

Link: [Specs](#)

Link: [Bid Page](#)

Link: [2007 Exp Rpt - Obj 673 & 731](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department	Marty Salazar	05/09/2007 05:23 PM	APRV
2	Budget & Management	Dina Trevino	05/10/2007 08:14 AM	APRV
3	Dale Kennan	Dale Kennan	05/10/2007 09:51 AM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Laura Moya			Started On: 05/07/2007 03:34 PM	
Final Approval Date: 05/11/2007				

EXHIBIT “A”

HIDALGO COUNTY “MS-1 EMULSIFIED ASPHALT” BID NO.: 2007-005-06-06-LRM

I. SPECIFICATIONS:

MS-1 -Emulsified Asphalt

Material - bid price by the gallon delivered by vendor:

II. TERMS AND CONDITIONS

1. LOCATIONS/DELIVERY INSTRUCTIONS:

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

- a) Pct.#1 - Sunrise Hill-Mile 11 North 1 ½ East of 1015, Mercedes, Texas.
- b) Pct. #2 - does not have storage facilities but will make arrangements with other county precincts' for temporary storage.
- c) Pct.#3 - 400 West 13th Street-Mission, Texas and/or 7 Mile Line & Iowa Road
- d) Pct.#4 - 1102 North Doolittle, Edinburg, Texas.

All delivery charges -freight, inside delivery, and all costs associated with this purchase are included in bid proposal. Delivery and service will be F.O.B. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2. QUANTITY:

Hidalgo County will purchase material “**ON AN AS NEEDED BASIS ONLY**”. Thus, it is agreed and understood that the County will purchase no more material than is needed.

3. CONTRACT TERM:

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Three (3) months with the County's sole discretion to extend the contract for an additional 3 (three) - three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

4. PRODUCT QUALITY:

To insure the highest product quality, Hidalgo County reserves the right to request from vendor(s) the current TxDOT approval batch number for the testing of material.

5. VENDORS PERFORMANCE:

Hidalgo County reserves the right to enforce the performance for this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

6. DEFAULT:

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity 24 (twenty-four hours) prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

Bidder(s) agree(s) that in the event "MS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide "MS-1 Emulsified Asphalt" to Hidalgo County, HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

7. TERMINATION

Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

8. BID AWARD

a) Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Three (3) months with the County's sole discretion to extend the contract for an additional 3 (three) - three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for

Six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

- b) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
- c) Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.
- d) The contract for the material shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) day written notice prior to any cancellation. The successful bidder must state herein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
- e) Insurance certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
- f) In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

9. Market Volatility and Unit Price Adjustments: Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- a) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - i. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - ii. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - iii. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - iv. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - v. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- b) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the

difference between the contract price and the price adjustment.

- c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- d) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- e) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, April 05, 2006, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, April 07, 2006.

EXHIBIT "B"
HIDALGO COUNTY
"MS-1 EMULSIFIED ASPHALT"
BID NO.: 2007-005-06-06-LRM

BID PAGE

Bid prices are to remain for a period of:

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Three (3) months with the County's sole discretion to extend the contract for an additional 3 (three) - three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY):	DEMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL.
LOADS OF 5,000 GALLONS OR MORE \$ _____ / gal Costs are to be net F.O.B., County Prepaid.	\$ _____ Hour
LOADS OF 4,000 - 4,999 GALLONS \$ _____ / gal Costs are to be net F.O.B., County Prepaid.	\$ _____ Hour
LOADS OF 3,000 - 3,999 GALLONS \$ _____ / gal Costs are to be net F.O.B., County Prepaid.	\$ _____ Hour
LOADS OF 2,000 - 2,999 GALLONS \$ _____ / gal Costs are to be net F.O.B., County Prepaid.	\$ _____ Hour
LOADS OF 1,000 - 1,999 GALLONS \$ _____ / gal Costs are to be net F.O.B., County Prepaid.	\$ _____ Hour

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

HIDALGO COUNTY
“MS-1 EMULSIFIED ASPHALT”
BID NO.: 2007-005-06-06-LRM

BID PAGE

Bid prices are to remain for a period of:

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Six (6) months with the County’s sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

<u>PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY):</u>	<u>DEMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL.</u>
<u>LOADS OF 5,000 GALLONS OR MORE</u> \$ _____ / gal <u>Costs are to be net F.O.B., County Prepaid.</u>	\$ _____ Hour
<u>LOADS OF 4,000 - 4,999 GALLONS</u> \$ _____ / gal <u>Costs are to be net F.O.B., County Prepaid.</u>	\$ _____ Hour
<u>LOADS OF 3,000 - 3,999 GALLONS</u> \$ _____ / gal <u>Costs are to be net F.O.B., County Prepaid.</u>	\$ _____ Hour
<u>LOADS OF 2,000 - 2,999 GALLONS</u> \$ _____ / gal <u>Costs are to be net F.O.B., County Prepaid.</u>	\$ _____ Hour
<u>LOADS OF 1,000 - 1,999 GALLONS</u> \$ _____ / gal <u>Costs are to be net F.O.B., County Prepaid.</u>	\$ _____ Hour

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND						
7-1100-432-00-122-001-0-673 SANITATION PCT.2-ROAD MATERIAL	750.00	.00	.00	.00	750.00	.00
7-1100-432-00-123-001-0-673 SANITATION PCT.3-ROAD MATERIAL	6,000.00	2,320.58	2,679.42	2,679.42	1,000.00	83.33
1100 GENERAL FUND	6,750.00	2,320.58	2,679.42	2,679.42	1,750.00	74.07
1201 R&B PRECINCT NO.1						
7-1201-431-00-121-005-0-673 PCT.1 P/U RD-ROAD MATERIAL	122,021.36	54,784.90	62,368.85	62,368.85	4,867.61	96.01
7-1201-431-00-121-005-0-731 PCT.1 P/U RD-ROADS	124,576.90	24,929.06	13,674.70	13,674.70	85,973.14	30.99
7-1201-431-00-121-007-0-673 PCT.1 LATERAL ROAD-ROAD MATERIAL	2,097.58	.00	.00	.00	2,097.58	.00
7-1201-431-00-121-007-0-731 PCT.1 LATERAL ROAD-ROADS	291.38	.00	.00	.00	291.38	.00
1201 R&B PRECINCT NO.1	248,987.22	79,713.96	76,043.55	76,043.55	93,229.71	62.56
1202 R&B PRECINCT NO.2						
7-1202-431-00-122-006-0-673 PCT.2 P/U RD-ROAD MATERIAL	84,409.14	22,583.89	11,392.19	11,392.19	50,433.06	40.25
7-1202-431-00-122-006-0-731 PCT.2 P/U RD-ROADS	579,259.07	117,331.65	43,775.55	43,775.55	418,151.87	27.81
7-1202-431-00-122-007-0-731 PCT.2 LATERAL ROAD-ROADS	.00	.00	.00	.00	.00	.00
7-1202-431-00-122-026-0-731 OWASSA RD (JACKSON-R. LONGORIA)-ROADS	52,030.00	42,030.00	.00	.00	10,000.00	80.78
7-1202-431-00-122-027-0-731 TOWER RD (MOORE-BALLI)-ROADS	39,667.21	14,776.80	1,750.00	1,750.00	23,140.41	41.66
1202 R&B PRECINCT NO.2	755,365.42	196,722.34	56,917.74	56,917.74	501,725.34	33.58
1203 R&B PRECINCT NO.3						
7-1203-431-00-123-005-0-673 PCT.3 P/U RD-ROAD MATERIAL	480,898.31	119,788.86	126,031.95	126,031.95	235,077.50	51.12
7-1203-431-00-123-005-0-731 PCT.3 P/U RD-ROADS	390,472.98	83,149.05	3,714.75	3,714.75	303,609.18	22.25
7-1203-431-00-123-007-0-731 PCT.3 LATERAL ROAD-ROADS	99,543.78	7,697.50	.00	.00	91,846.28	7.73
1203 R&B PRECINCT NO.3	970,915.07	210,635.41	129,746.70	129,746.70	630,532.96	35.06
1204 R&B PRECINCT NO.4						
7-1204-431-00-124-007-0-673 PCT.4 P/U RD-ROAD MATERIAL	106,137.73	16,721.76	33,464.23	33,464.23	55,951.74	47.28
7-1204-431-00-124-007-0-731 PCT.4 P/U RD-ROADS	497,631.25	102,209.24	71,840.40	71,840.40	323,581.61	34.98
7-1204-431-00-124-008-0-731 PCT.4 LATERAL ROAD-ROADS	621.26	.00	.00	.00	621.26	.00
1204 R&B PRECINCT NO.4	604,390.24	118,931.00	105,304.63	105,304.63	380,154.61	37.10
1212 PARKS PRECINCT NO.2						
7-1212-452-00-122-008-0-673 PARKS PCT.2-ROAD MATERIAL	7,000.00	.00	.00	.00	7,000.00	.00
7-1212-452-00-122-008-0-731 PARKS PCT.2-ROADS	1,000.00	.00	.00	.00	1,000.00	.00
1212 PARKS PRECINCT NO.2	8,000.00	.00	.00	.00	8,000.00	.00
1213 PARKS PRECINCT NO.3						
7-1213-452-00-123-008-0-673 PARKS PCT.3-ROAD MATERIAL	500.00	.00	.00	.00	500.00	.00
1213 PARKS PRECINCT NO.3	500.00	.00	.00	.00	500.00	.00
1310 BORDER COLONIA ACCESS PROGRAM						
7-1310-431-00-121-175-0-731 PCT.1-V&C/R.CAVAZOS-ROADS	1,587.94	.00	.00	.00	1,587.94	.00

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1310 BORDER COLONIA ACCESS PROGRAM						
7-1310-431-00-121-344-0-731	PCT.1-AGUA DULCE/PALM-ROADS	3,837.67	.00	.00	3,837.67	.00
7-1310-431-00-121-345-0-731	PCT.1-AGUA DULCE/EBONY-ROADS	2,961.63	.00	.00	2,961.63	.00
7-1310-431-00-121-347-0-731	PCT.1-BAR 7-ROADS	1,246.37	.00	.00	1,246.37	.00
7-1310-431-00-121-380-0-731	PCT.1-MESQUITE 1-ROADS	6,189.75	.00	.00	6,189.75	.00
7-1310-431-00-121-393-0-731	PCT.1-R C BABB 4-ROADS	349.42	.00	.00	349.42	.00
7-1310-431-00-121-394-0-731	PCT.1-RAMOSVILLE-ROADS	23,032.79	.00	.00	23,032.79	.00
7-1310-431-00-121-397-0-731	PCT.1-SAENZ-ROADS	30,958.35	.00	.00	30,958.35	.00
7-1310-431-00-121-400-0-731	PCT.1-SUNRISE-ROADS	6,136.65	.00	.00	6,136.65	.00
7-1310-431-00-121-401-0-731	PCT.1-SUNRISE HILL/J.Olivarez-ROADS	50,674.28	.00	.00	50,674.28	.00
7-1310-431-00-121-402-0-731	PCT.1-SUNRISE HILL/R.GUERRA-ROADS	43,066.97	.00	.00	43,066.97	.00
7-1310-431-00-121-403-0-731	PCT.1-SUNRISE HILL/R.GONZALEZ-ROADS	43,066.97	.00	.00	43,066.97	.00
7-1310-431-00-121-404-0-731	PCT.1-TROPICAL FARMS/SAMOA-ROADS	44,225.96	.00	.00	44,225.96	.00
7-1310-431-00-121-405-0-731	PCT.1-TROPICAL FARMS/TAHITI-ROADS	34,932.73	.00	.00	34,932.73	.00
7-1310-431-00-121-412-0-731	PCT.1-VILLA VERDE/BOUGANVILLEA-ROADS	2,287.97	.00	.00	2,287.97	.00
7-1310-431-00-121-413-0-731	PCT.1-VILLA VERDE/CLAVEL-ROADS	1,573.19	.00	.00	1,573.19	.00
7-1310-431-00-121-414-0-731	PCT.1-VILLA VERDE/PETUNIA-ROADS	5,715.60	.00	.00	5,715.60	.00
7-1310-431-00-121-415-0-731	PCT.1-VILLA VERDE/24TH-ROADS	930.78	.00	.00	930.78	.00
7-1310-431-00-121-416-0-731	PCT.1-VILLA VERDE/25TH-ROADS	909.25	.00	.00	909.25	.00
7-1310-431-00-121-417-0-731	PCT.1-VILLA VERDE/TULIPANA-ROADS	1,497.61	.00	.00	1,497.61	.00
7-1310-431-00-121-437-0-731	PCT.1-BLANCA HEIGHTS-ROADS	3,385.35	.00	.00	3,385.35	.00
7-1310-431-00-121-441-0-731	PCT.1-LA MESA-ROADS	14,026.77	.00	.00	14,026.77	.00
7-1310-431-00-121-442-0-731	PCT.1-LA PALMA 1-ROADS	3,511.08	.00	.00	3,511.08	.00
7-1310-431-00-121-446-0-731	PCT.1-LA QUINTA EST 2-ROADS	2,323.09	.00	.00	2,323.09	.00
7-1310-431-00-121-447-0-731	PCT.1-LLANO GRANDE/LANTANA-ROADS	4,685.32	.00	.00	4,685.32	.00
7-1310-431-00-121-449-0-731	PCT.1-LLANO GRANDE/PALMETTO-ROADS	2,437.57	.00	.00	2,437.57	.00
7-1310-431-00-122-070-0-731	PCT.2-COUNTRY LIVING-ROADS	7.00	.00	.00	7.00	.00
7-1310-431-00-122-073-0-731	PCT.2-LOPEZVILLE/KENNEDY-ROADS	2,781.78	.00	.00	2,781.78	.00
7-1310-431-00-122-075-0-731	PCT.2-LOPEZVILLE/WATER-ROADS	1,254.55	.00	.00	1,254.55	.00
7-1310-431-00-122-077-0-731	PCT.2-PRIMAVERA 2/JENICA E-ROADS	8,566.04	.00	.00	8,566.04	.00
7-1310-431-00-122-078-0-731	PCT.2-PRIMAVERA 2/JENICA W-ROADS	10,902.41	.00	.00	10,902.41	.00
7-1310-431-00-122-079-0-731	PCT.2-PRIMAVERA 2/JESSICA-ROADS	5,718.36	.00	.00	5,718.36	.00
7-1310-431-00-122-080-0-731	PCT.2-PRIMAVERA 2/ROSIE-ROADS	6,125.36	.00	.00	6,125.36	.00

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1310 BORDER COLONIA ACCESS PROGRAM						
7-1310-431-00-122-490-0-731 PCT.2-ALAMO ORCHARDS-ROADS	90,432.60	.00	89,841.52	89,841.52	591.08	99.35
7-1310-431-00-122-496-0-731 PCT.2-CAMPO ALTO/VISTA CIR E-ROADS	12,901.82	.00	.00	.00	12,901.82	.00
7-1310-431-00-122-497-0-731 PCT.2-CAMPO ALTO/VISTA CIR W-ROADS	13,778.33	.00	.00	.00	13,778.33	.00
7-1310-431-00-122-520-0-731 PCT.2-PLUMOSA VILLAGE-ROADS	75,900.00	.00	.00	.00	75,900.00	.00
7-1310-431-00-122-544-0-731 PCT.2-TIERRA BONITA/MARIE CIR S-ROADS	35,701.39	.00	.00	.00	35,701.39	.00
7-1310-431-00-122-547-0-731 PCT.2-WHITewing/DOVE-ROADS	4,103.30	.00	.00	.00	4,103.30	.00
7-1310-431-00-122-548-0-731 PCT.2-WHITewing/PELICAN-ROADS	94.90	.00	.00	.00	94.90	.00
7-1310-431-00-123-057-0-731 PCT.3-COUNTRY CORNER-ROADS	2.25	.00	.00	.00	2.25	.00
7-1310-431-00-123-060-0-731 PCT.3-HAVANA/MAIN&FOURTH-ROADS	5,116.50	5,116.50	.00	.00	.00	100.00
7-1310-431-00-123-062-0-731 PCT.3-LA PALMA-ROADS	114,242.32	113,015.95	.00	.00	1,226.37	98.93
7-1310-431-00-123-064-0-731 PCT.3-TREVINOS 4-ROADS	304,834.34	.00	.00	.00	304,834.34	.00
7-1310-431-00-123-462-0-731 PCT.3-BASHAM 16/EXT CO RD-ROADS	61,989.55	.00	.00	.00	61,989.55	.00
7-1310-431-00-123-465-0-731 PCT.3-CARLOS LEAL 2-ROADS	136,828.19	.00	.00	.00	136,828.19	.00
7-1310-431-00-123-478-0-731 PCT.3-PALM LAKE 2/JUAREZ-ROADS	63,390.90	.00	.00	.00	63,390.90	.00
7-1310-431-00-123-479-0-731 PCT.3-PALM LAKE 2/KANTONIL-ROADS	74,680.47	.00	.00	.00	74,680.47	.00
7-1310-431-00-124-092-0-731 PCT.4-EL SECO/NADIA-ROADS	186.69	.00	.00	.00	186.69	.00
7-1310-431-00-124-101-0-731 PCT.4-IMPERIAL-ROADS	1,375.04	.00	.00	.00	1,375.04	.00
7-1310-431-00-124-104-0-731 PCT.4-MEADOW LANDS/MEADOW-ROADS	1,597.50	.00	.00	.00	1,597.50	.00
7-1310-431-00-124-105-0-731 PCT.4-MEADOW LANDS/PRARIE-ROADS	2,767.50	.00	.00	.00	2,767.50	.00
7-1310-431-00-124-106-0-731 PCT.4-MURILLO/NORTH-ROADS	2,204.00	.00	.00	.00	2,204.00	.00
7-1310-431-00-124-107-0-731 PCT.4-MURILLO/SOUTH-ROADS	688.93	.00	.00	.00	688.93	.00
7-1310-431-00-124-113-0-731 PCT.4-SEMINARY EST-ROADS	1,948.60	.00	.00	.00	1,948.60	.00
7-1310-431-00-124-115-0-731 PCT.4-SUMMERWOOD/ALBERTO-ROADS	14.66	.00	.00	.00	14.66	.00
7-1310-431-00-124-116-0-731 PCT.4-SUMMERWOOD/BERMEA-ROADS	20.87	.00	.00	.00	20.87	.00
1310 BORDER COLONIA ACCESS PROGRAM	1,375,707.21	118,132.45	89,841.52	89,841.52	1,167,733.24	15.12
1315 TXDOT PROJECTS						
7-1315-431-00-121-039-0-731 TXDOT PRJ-MILE 6 WEST-ROADS	160,000.00	.00	.00	.00	160,000.00	.00
7-1315-431-00-121-040-0-731 TXDOT PRJ-MILE 2 WEST- MILE12-US83-ROADS	60,000.00	.00	.00	.00	60,000.00	.00
7-1315-431-00-122-016-0-731 TXDOT ROW-"I" ROAD-ROADS	449,407.64	79,113.71	69,982.69	69,982.69	300,311.24	33.18
7-1315-431-00-122-028-0-731 TXDOT ROW-S. MCCOLL ROAD-ROADS	68,663.59	.00	.00	.00	68,663.59	.00
1315 TXDOT PROJECTS	738,071.23	79,113.71	69,982.69	69,982.69	588,974.83	20.20
1331 CERT OF OBLIG,SERIES 2001						

For 01/01/07 - 01/31/08

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1331 CERT OF OBLIG,SERIES 2001						
7-1331-431-00-121-016-0-731 C.O.,2001-PCT.1-ROADS	5,391.00	.00	.00	.00	5,391.00	.00
7-1331-431-00-123-010-0-731 C.O.,2001-PCT.3-ROADS	10,979.85	.00	.00	.00	10,979.85	.00
1331 CERT OF OBLIG,SERIES 2001	16,370.85	.00	.00	.00	16,370.85	.00
1332 CERT OF OBLIG,SERIES 2002						
7-1332-431-00-124-017-0-731 C.O.,2002-R&B PCT.4-ROADS	113,789.07	20,458.78	.00	.00	93,330.29	17.98
1332 CERT OF OBLIG,SERIES 2002	113,789.07	20,458.78	.00	.00	93,330.29	17.98
1334 CERT OF OBLIG,SERIES 2004						
7-1334-431-00-121-025-0-731 C.O.,2004-PCT 1-ROADS	9,365.51	.00	1,743.00	1,743.00	7,622.51	18.61
1334 CERT OF OBLIG,SERIES 2004	9,365.51	.00	1,743.00	1,743.00	7,622.51	18.61
1336 CERT OF OBLIG,SERIES 2006						
7-1336-431-00-121-041-0-731 C.O.,2006-PCT.1-ROADS	3,775,798.80	147,468.72	77,253.57	77,253.57	3,551,076.51	5.95
7-1336-431-00-123-040-0-731 C.O.,2006-PCT.3-ROADS	164,582.00	37,552.89	117,829.11	117,829.11	9,200.00	94.41
7-1336-431-00-124-029-0-731 C.O.,2006-PCT.4-ROADS	700,000.00	.00	.00	.00	700,000.00	.00
7-1336-431-00-124-030-0-731 C.O.,2006-PCT4-10TH ST(SH107-FM1925)-RDS	63,600.00	.00	.00	.00	63,600.00	.00
7-1336-431-00-124-031-0-731 C.O.,2006-PCT4-TRENTON (I RD-FM493)-RDS	500,000.00	.00	.00	.00	500,000.00	.00
1336 CERT OF OBLIG,SERIES 2006	5,203,980.80	185,021.61	195,082.68	195,082.68	4,823,876.51	7.30
7 YEAR	10,052,192.62	1,011,049.84	727,341.93	727,341.93	8,313,800.85	17.29

AI-3788

17.A.8.

Authority to Advertise-Ambulance Services-Pct. #3

CC REGULAR

Date: 05/15/2007
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Information

CAPTION

Requesting authority to advertise for sealed bids/proposals (whichever is applicable) and approval of required services and/or specifications for: Emergency Ambulance Services for the Unincorporated Areas in Precinct #3 including but not limited to the cities of Alton, Palmview, Granjeno, La Joya, Sullivan City and Penitas including approval of the term of the contract: Initial term of _____, with additional _____ one (1) year term(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-421-53-123-041-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available balance is \$43,750.00 as of 5/10/07.

Attachments

Link: [specs](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department (Originator)	Marty Salazar	05/09/2007 05:25 PM	APRV
2	Budget & Management	Dina Trevino	05/10/2007 10:10 AM	APRV
3	Dale Kennan	Dale Kennan	05/10/2007 10:56 AM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Marty Salazar			Started On: 05/08/2007 04:24 PM	
Final Approval Date: 05/11/2007				

DRAFT

**EXHIBIT "A"
Specifications**

- A. Company must have an established record of similar emergency response services within the State of Texas for at least the two (2) years immediately preceding the effective date of this Contract.
- B. Company must provide a minimum of Advanced Life Support ("ALS") or higher services at all times and for all calls, according to the standards and conditions established by the Texas Department of Health and the Texas Emergency Medical Services Act, Tex. Health & Safety Code Ann. Ch. 773 (Vernon 1992 & Supp. 1995).
- C. Company must be able to assign a minimum of two ALS-equipped or better ambulance units exclusively to service in the Service Area, with a base station in such area.
- D. Company must be licensed by the Texas Department of Health for the provision of the emergency medical services described in these Specifications, and must, in addition, possess all other licenses, permits, third-party reimbursement arrangements required of the provider by law, regulation, or sound business practices.
- E. Company must have in place, or be able to acquire prior to the commencement date of any services provided under this Contract, mutual aid agreements with other emergency medical services providers in the neighboring areas to assist in the event of a major incident or should additional units be otherwise required on a temporary basis to adequately cover the contemplated service area. Such arrangements shall, at all times, be subject to the approval of the Hidalgo County Commissioners Court. Mutual aid arrangements may be used by Company to meet the response time and performance requirements of these Specifications, provided, however, that the services provided by other ambulance services shall be of a level at least equal to the minimum requirements of these Specifications.
- F. Company shall be responsible for all day-to-day operations of the emergency medical services provided in the Service Area, including, but not limited to, hiring, staffing, dispatching, field operations, billing, collections, and purchasing, and shall provide all necessary in-service and other training of all dispatchers, field personnel, drivers, technicians and paramedics.
- G. Company must have in place, or be able to acquire prior to the commencement date of any services provided under this Contract, arrangements with "first responder organizations" such as local police and fire departments to assist Company responding to emergency calls within the Service Area. Where first responder organizations are units of or affiliated

with political subdivisions of the state of Texas (e.g... fire departments, police departments, and/or sheriff's departments), Company will provide such organizations with all necessary equipment and supplies, including, but not limited to trauma kits and pediatric kits, at no cost to such political subdivisions or the first responder organization. In addition, all first responder organizations will be provided with training necessary to meet state certification requirements at no additional cost to such organization or political subdivisions.

- H. Company must have in place, or be able to acquire prior to the commencement date of any services provided under this contract, arrangements with local hospitals within and near the Service Areas for telemetry and telecommunications contact with emergency department physicians, and for patient assessment techniques, standing orders, and recommended diagnoses or medical protocols.
- I. Company shall prepare and publish professionally prepared pamphlets, brochures, circular and other documents necessary and appropriate to advise residents of the service area of the levels and types of services available, complaint procedures, and the rates charged by the Company.
- J. To the extent available in the service area, Company will make arrangements for interface with the "911" dispatching system on or before the commencement of services provided under this Contract.
- K. Company shall be expected to promote and maintain a good reputation in the medical community through participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints from whatever source, and leadership in community education programs such as basic first aid and "CPR" training, health fairs, and school visits.
- L. While this Contract is a "performance contract", and while Company is encouraged to employ its own methods and techniques for producing the highest levels of patient care, Company is expected, as well, to utilize management practices that ensure all field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are relieved at such times as to prevent persons with impaired judgment or motor skills from serving patients.
- M. For at least ninety percent (90%) of all calls, as determined by the dispatcher in strict accordance with approved telephone protocols, Company shall maintain a call-to-on-scene response time of twenty (20) minutes or less. All response times in excess of twenty (20) minutes shall be documented in writing, together with Company's efforts to eliminate repetition of poor response-time performance.

- N. Company will be allowed to provide non-emergency transport of patients within and surrounding the Service Area, provided such non-emergency transports do not in any manner impair Company's ability to meet the service and response time requirements of these Specifications.
- O. Company must make provisions to allow for direct radio or other telecommunication contact between mutual aid providers, first response providers and Company and its dispatchers to effect accurate and reliable coordination of efforts between such providers.
- P. In order to provide the highest quality of care to patients of Company, the following minimum standards of hygiene must be observed:
 - 1. After transportation of a patient, the interior of the ambulance shall be straightened and cleaned. All linens shall be replaced.
 - 2. If a patient with an infectious disease is transported, the ambulance interior shall be completely cleaned and disinfected. All applicable infection control standards and operating procedures shall be adhered to.
- Q. Company shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under this Contract, and to continue at all times in force in effect during the term of this Contract:
 - 1. Automobile liability umbrella insurance policy in an amount of at least Five Million Dollars (\$5,000,000) (carrier may set primary coverage). Coverage should include injury to or death of persons and property damage claims arising out of the operations of the ambulance service authorized herein;
 - 2. Uninsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
 - 3. Malpractice and/or professional liability insurance in an amount of at least Two Million Dollars (\$2,000,000) for each claim;
 - 4. A One Million Dollar (\$1,000,000) general liability umbrella policy with limits of at least \$100,000.00/\$300,000.00 providing additional coverage to all underlying liabilities;
 - 5. Workers compensation insurance as required by applicable law;
 - 6. Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;

7. Each policy of insurance required hereunder shall extend for a period equivalent to the longer of the term of the license granted by the Texas Department of Health for the operation of the ambulances or the term of this Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
8. This Contract shall be automatically suspended upon the cancellation or other termination of the license of the Company or any required policy of insurance hereunder.

DRAFT

EXHIBIT "B"

COMMUNICATION CENTER

The communications center will be running on new network through Windows 2000. Main server is an IBM 7600 series server with Quad Processors. There will be one hour back up battery power and an emergency standby generator.

The System will have Satellite GPS tracking of all vehicles and will also be capable of mobile data.

MED-CARE EMS will be implementing it's own 800 MHZ-radio system countywide that will have two voice channels and one dedicated to voice data.

DRAFT

AI-3791

17.A.9.

Actuarial Services

CC REGULAR

Date: 05/15/2007

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Clarification on RFP/Q-2006-231-11-15-VYG-Hidalgo County-Actuarial Services-For GASB 43 and/or 45-Exhibit "B"-Payment Fee Schedule, the proposed fee submitted in their Best and Final Offer by Milliman, Inc. as follows:

Initial Valuation/Assessment: \$25,000.00

Plan Design and Funding: Provided as needed and based on scope

Ongoing (Additional/Subsequent)Valuation/Assessment: \$25,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-311

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$20,000.00 plus a pending transfer of \$5,000.00 (AI-3815) as of 5/11/07.

Attachments

Link: [Fee Schedule](#)

Link: [Milliman's Final Best and Final Offer](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department	Marty Salazar	05/10/2007 04:33 PM	APRV
2	Budget & Management	Dina Trevino	05/11/2007 09:20 AM	APRV
3	Dale Kennan	Dale Kennan	05/11/2007 10:14 AM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Vangie Garcia			Started On: 05/08/2007 04:45 PM	
Final Approval Date: 05/11/2007				

EXHIBIT “B”

HIDALGO COUNTY-PAYMENT SCHEDULE

Fees for Services

Initial Valuation: \$25,000.00

Plan Design and Funding Analysis-----Provided as needed and based on scope

Ongoing Valuation: \$25,000.00



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Draft

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Trash [Empty]

My Folders [Hide]

ALL FILES

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Printable View

To: "Vangie Garcia" <garcia_vangie@yahoo.com>

CC: "Bryan Wilson" <Bryan.Wilson@milliman.com>

Subject: Re: RFP NO: 2006-231-11-15-VYG-Hidalgo County-Actuarial Services For GASB 43 and/or 45

From: "Jim Tumlinson" <Jim.Tumlinson@Milliman.com> View Contact Details Add Mobile Alert

Date: Fri, 4 May 2007 16:08:15 -0500

Vangie:

Milliman's best and final offer is as follows:

Initial Valuation: \$25,000

Plan Design and Funding: Provided as needed and based on scope

Ongoing Valuation: \$25,000

The above represents our understanding of the fees verbally agreed to after price negotiations in February. Please recall that after discussions with your legal counsel regarding the wording of the service agreement document, Milliman had suggested on February 5, 2007 revising our fee quote from \$20,000 to \$30,000 for all valuations. At your suggestion, we agreed on February 20, 2007 to lower this quote from \$30,000 to \$25,000. Thus, the above quote of \$25,000 represents the fees that we felt we had already agreed upon.

Please confirm that you will re-issue signed copies of the service agreement with Schedule B reflecting the \$25,000 quote for the initial valuation and ongoing valuations.

Please let me know if you have any questions or if I can be of further assistance.

Have a great day!

Jim Tumlinson, EA, MAAA
Consulting Actuary
Milliman
333 Clay Street, Suite 4330
Houston, TX 77002

AI-3829

17.A.10.

Certificate of Substantial Completion of Sally Port
CC REGULAR

Date: 05/15/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Requesting approval of a "Certificate of Substantial Completion" with Spacemaker Construction, reflecting the substantial completion date of May 9, 2007 for the "Sally Port & Backup Power" for Hidalgo County. C-06-333-09-05

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

NO BUDGET IMPACT

Attachments

No file(s) attached.

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department	Marty Salazar	05/09/2007 05:47 PM	APRV
2	Budget & Management	Dina Trevino	05/10/2007 03:14 PM	APRV
3	Dale Kennan	Dale Kennan	05/11/2007 10:35 AM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Rocio Villarreal			Started On: 05/09/2007 04:32 PM	
Final Approval Date: 05/11/2007				

AI-3844

17.A.11.

Contract Cancellation

CC REGULAR

Date: 05/15/2007

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Requesting acceptance of thirty (30) day "Notice of Cancellation" received (May 11, 2007) from Pinnacle Medical Management Corp. for the following contracts: C-05-310-10-11-Drug Testing Collection Service, and C-06-428-10-31-Alcohol Testing Breathalyzer;

B. Requesting authority to advertise for request for bids for Drug Testing Collection Services and Alcohol Testing Breathalyzer.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Gricelda
Villarreal

Started On: 05/11/2007 02:49 PM

Final Approval Date: 05/11/2007

AI-3848

17.A.12.

Approval of Payment-Eyehorn Property
CC REGULAR

Date: 05/15/2007

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Pursuant to the option contract for the Eyhorn Property requesting approval to exercise the extension term option with authority for County Auditor to issue payment through (manual check or wire transfer) and authority for County Judge to execute the applicable document(s).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
	(Originator)	Darlene Betancourt	05/11/2007 05:07 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			
4	Court Administrator			
Form Started By: Darlene Betancourt			Started On: 05/11/2007 05:07 PM	

AI-3810

17.B.1.

Pct.1-Work Authorization No. 7 & Invoice No. 0705--Rodriguez Engineering-C-06-217-07-18

CC REGULAR

Date: 05/15/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

A. Presentation for consideration, discussion acceptance and approval of Work Authorization #7 in the amount of \$33,679.41 with Rodriguez Engineering for "Mile 4½ from (City limits South to Dead End) and for Mile 5 from (Milano West to Midway)" - Hidalgo County Precinct No. 1, in connection with Contract No. C-06-217-07-18

B. Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 0705 in the amount of \$20,305.46 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 # 584609) for "Various R&B and C.I.P. Projects (Mile 13½ (from FM1015 to Mile 6))"

BACKGROUND

Work Authorization No. 7

Invoice No. 0705

Fiscal Impact

FISCAL YEAR: 2007

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

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance in account is \$3,551,076.51 as of 5/10/07. Available in PO 584609 is \$81,221.85 as of 5/10/07.

Attachments

Link: Pct.1-Work Authorization No. 7 & Invoice No. 0705--Rodriguez Engineering-C-06-217-07-18

Link: Pct.1-Work Authorization No. 7 & Invoice No. 0705--Rodriguez Engineering-C-06-217-07-18

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department	Marty Salazar	05/09/2007 05:32 PM	APRV
2	Budget & Management	Dina Trevino	05/10/2007 03:10 PM	APRV
3	Dale Kennan	Dale Kennan	05/10/2007 04:31 PM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Letty Saenz			Started On: 05/09/2007 01:42 PM	
Final Approval Date: 05/11/2007				

HIDALGO COUNTY

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

WORK AUTHORIZATION NO. 7

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 4 1/2 from (City limits south to dead end) and for Mile 5 from (Milano west to Midway).

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 \$ 33,679.41. 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. 7 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. 7.

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 4 ½ (Reconstruct) (From Mile 5N North to city limits)

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	2738	3.50	\$ 9,583.00
2	8" Caliche Base	SY	8213	7.00	\$ 57,491.00
3	2" Hot Mix (Includes Prime)	SY	7040	7.25	\$ 51,040.00
4	EN-1 (Emulsion)	GAL	62	59.00	\$ 3,658.00
5	Bar Ditch Excavation	LF	5280	2.50	\$ 13,200.00
6	Stripping	LF	2640	0.15	\$ 396.00

Estimated Construction Cost: \$ 135,368.00

Engineering Fees: \$ 13,536.80



RODRIGUEZ ENGINEERING**CONSULTING ENGINEER/SURVEYOR**

Construction Cost Estimate:

Project: Paving Improvement

Owner: Hidalgo County Precinct No. 1

Location: Mile 5 (From Milanos to Midway)

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	2738	3.50	\$ 9,583.00
2	8" Caliche Base	SY	8213	7.00	\$ 57,491.00
3	2" Hot Mix (Includes Prime)	SY	7040	7.25	\$ 51,040.00
4	EN-1 (Emulsion)	GAL	62	59.00	\$ 3,658.00
5	Bar Ditch Excavation	LF	5280	2.50	\$ 13,200.00
6	Stripping	LF	2640	0.15	\$ 396.00

Estimated Construction Cost: \$ 135,368.00

Engineering Fees: \$ 13,536.80



RODRIGUEZ ENGINEERING**CONSULTING ENGINEER/SURVEYOR****Construction Cost Estimate:****Project: Paving Improvement****Owner: Hidalgo County Precinct No. 1****Location: Mile 4 ½ Overlay (From Mile 5N South Dead End)****Type of Estimate: Engineer's Estimate****Estimator: Leo Rodriguez P.E./R.P.L.S.**

Item:	Description:	Unit:	Quantity:	Unit Cost:	Total:
1	2" Hot Mix (Includes Prime)	SY	9035	7.25	\$ 65,503.70
2	Stripping	LF	3696	0.15	\$ 554.40

Estimated Construction Cost: \$ 66,058.10**Engineering Fees: \$ 6,605.81**

EXHIBIT "C"
Work Schedule

A detailed work schedule for each **Work Authorization**, shall be prepared by the **Engineer** to be submitted and approved by the **Owner** in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

RODRIGUEZ ENGINEERING

CONSULTING ENGINEER/SURVEYOR

DATE: May 8, 2007

Invoice No. 0705

Project: PO 584609

Owner: Hidalgo County Precinct No. 1

Location: Mile 13 1/2 (From FM 1015 to Mile 6)

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

Contract Amount:	\$ 81,221.85
Preliminary Phase (25%):	\$ 20,305.46
Amount Due Now:	\$ 20,305.46

APPROVED FOR BILLING:

[Handwritten Signature]

7-1336-431-00-121-041-0-731
PO 584609 ^{NM}

INVOICE RECEIVED BY *[Signature]* on 5/9/07
GOODS/SERVICES RECEIVED BY *[Signature]* on 5/9/07



AI-3813

17.B.2.

Pct. 1-Invoice No. 277926-TEDSI-C-06-313-09-05

CC REGULAR

Date: 05/15/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 277926 in the amount of \$ 20,000.00 from T.E.D.S.I. Infrastructure Group, Inc. in connection with Contract No. C-06-313-09-05-"General Engineering-Feasibility Studies" for 5 Roadways within the jurisdiction of Precinct No 1, City of Weslaco & Hidalgo County Drainage District No.1.

BACKGROUND

INVOICE NO. 277926

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1201-431-00-121-038-0-334

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 573421 has \$25,000.00 available as of 5/11/07.

Attachments

Link: Pct. 1-Invoice No. 277926-TEDSI-C-06-313-09-05

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department	Marty Salazar	05/10/2007 04:29 PM	APRV
2	Budget & Management	Dina Trevino	05/11/2007 09:20 AM	APRV
3	Dale Kennan	Dale Kennan	05/11/2007 10:22 AM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Letty Saenz			Started On: 05/09/2007 02:31 PM	
Final Approval Date: 05/11/2007				



1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Commissioner Sylvia Handy
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: January 31, 2007
TEDSI Invoice No.: 277926
TEDSI Project No.: 26922-1
Invoice Period: January 1, 2007 thru January 31, 2007

ATTN: Mr. Joseph Palacios

ENGINEERING SERVICES

Feasibility Studies

Contract No. C-06-313-09-06

Work Authorization #1

Purchase Order #573421

Contract Amount	Contract Amount Remaining
\$50,000.00	\$5,000.00

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Engineering Support (ESS)	\$50,000.00	40%	90%	\$20,000.00	\$45,000.00
Subtotal	\$50,000.00			\$20,000.00	\$45,000.00

TOTAL FEE EARNED:	\$	45,000.00
LESS PREVIOUSLY INVOICED:	\$	25,000.00
TOTAL AMOUNT DUE THIS INVOICE:	\$	20,000.00

INVOICE RECEIVED BY:
[Signature] on 5/4/07
GOOD SERVICES RECEIVED BY:
[Signature] on 5/4/07

[Signature]
Mark W. Luffel, P.E., RPLS
Sr. Project Manager

[Signature]

7-1201-431-00-121-038-0-334
PO 573421

AI-3814

17.B.3.

Pct. 1-Inovice Nos. 11322181 & 11322182-L & G Engineering-FM 88 ROW & FM 1015

CC REGULAR

Date: 05/15/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 11322181 in the amount of \$1,530.00 submitted by L & G Consulting Engineers Inc. with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-05-105-03-08 (PO# 554947) for "FM 1015 ROW Acquisition & General Engineering Services

B. Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 11322182 in the amount of \$41,608.14 submitted by L & G Consulting Engineers Inc. with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-06-145-03-06 (PO# 569911) for "FM 88 ROW (From Mile 12 Rd. North to FM 1925"

BACKGROUND

INVOICE NOS. 11322181 & 11322182

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1315-431-00-121-034-0-841

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 554947 has \$2,040.00 as of 5/11/07.

FISCAL YEAR:

ACCT. #: 7-1315-431-00-121-037-0-841

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 569911 has \$343,755.37 as of 5/11/07.

Attachments

Link: Pct. 1-Inovice Nos. 11322181 & 11322182-L & G Engineering-FM 88 ROW & FM 1015

Link: Pct. 1-Inovice Nos. 11322181 & 11322182-L & G Engineering-FM 88 ROW & FM 1015

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1 Purchasing Department Marty Salazar 05/09/2007 05:43 PM APRV

2 Budget & Management Dina Trevino 05/10/2007 03:11 PM APRV
3 Dale Kennan Dale Kennan 05/11/2007 09:22 AM APRV
4 Auditor's Office 05/11/2007 04:55 PM NEW
Form Started By: Letty Saenz Started On: 05/09/2007 02:33 PM
Final Approval Date: 05/11/2007

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322181
INVOICE DATE: 04/30/07

BILL TO: 34
 Hidalgo County Pct. #1
 902 Joe Stephens
 Weslaco, TX 78596

 PO# 554947

JOB: 050701
 FM 1015
 ROW Acq. & Gen. Engineering Svc
 902 Joe Stephens
 Weslaco, TX 78596

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
05001-Direct Expense Engineering services for the month of April 2007.	15,380.00	15,380.00		15,380.00	100.0	
16401-Engineer Svc	240,438.94	240,438.94		240,438.94	100.0	
60000-Row Acq. Admin	293,250.00	293,250.00		293,250.00	100.0	
60100-Title Services	51,000.00	51,000.00		51,000.00	100.0	
60200-Appraisals Srv	99,150.00	99,150.00		99,150.00	100.0	
60210-Appraisal Srv/Sub	130,350.00	130,350.00		130,350.00	100.0	
60300-Appraisal Rvw	57,000.00	57,000.00		57,000.00	100.0	
60310-Appraisal Rvw/Sub	28,000.00	28,000.00		28,000.00	100.0	
60400-Parcel Negtion	297,500.00	297,500.00		297,500.00	100.0	
60500-Clsng Srvs Fee	25,500.00	23,460.00	1,530.00	24,990.00	98.0	510.00
60600-Appraisal Update	12,600.00	12,600.00		12,600.00	100.0	
TOTALS	1,250,168.94	1,248,128.94	1,530.00	1,249,658.94	100.0	510.00

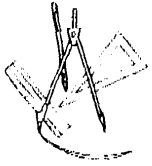
ORIGINAL CONTRACT SUM \$ 1,250,168.94
 CHANGE BY CHANGE ORDER \$ 0.00
 CONTRACT SUM TO DATE \$ 1,250,168.94
 TOTAL COMPLETED TO DATE \$ 1,249,658.94
 LESS PREVIOUS INVOICES \$ 1,248,128.94

CURRENT PAYMENT DUE \$ 1,530.00


 PROJECT MANAGER'S SIGNATURE

7-1315-431-00-121-034-0-841
 PO 554947

INVOICE RECEIVED BY
 [Signature] 5/14/07
 CROSS CHECKED BY
 [Signature] 5/14/07



L&G Engineering

Transportation Consultants

May 01, 2007

Hon. Sylvia S. Handy
Hidalgo County Commissioner, Pct. #1
Attn: Joseph Palacios
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: FM 1015-From Mile 9 North Rd. to Mile 12 North Rd. ROW Acquisition Provider Services,
Work Authorization No. 1

Dear Commissioner Handy:

The attached submittal is our invoice for this Work Authorization for the month of April, 2007. We are attaching the Attachment D schedule from Work Order #1 for your reference. The following is attached:

- L & G's Invoice
- Project Work Schedule

This work authorization consists of the following tasks, identified as per the Texas Department of Transportation (TxDOT) function codes (FC) for right-of-way services:

Direct Expense: Currently the project is on schedule and we will not be billing for this month for we have reached 100% of this task.

Engineering Services: We continue to coordinate with our subcontractors and TxDOT and attended meetings with Pct#1 and TxDOT. These meetings include bi-weekly meetings with Pct #1 as per their request.

We continue to update the parcel cost estimates and coordinate with them for their participation.

We provided Pct#1 with updates with our meetings with TxDOT representatives as they are held and requested by Pct. #1.

We continue to advise TxDOT that the role of adjusting the irrigation lines lies with TxDOT and its coordination with the Irrigation District. TxDOT has met with the Commissioner and the project is on schedule.

HCDD#1 is aware of our acquisition and advised us that there is no outfalls ditches that belong to them. Again we advised the office of Hector Gonzalez, Pharr AE. Our office has coordinated with Valde from the County on the accounting for paying the landowners and an acceptable process is being coordinated. To date the transition of funds from the County to the landowner and back from the State is being completed successfully.

We have completed 100% of the task associated with the above work including the preparation of the monthly meeting notes and invoices.

ROW Acquisition Administration: L & G Engineering-Transportation Consulting Engineers Right of Way Office has been set up and business functional at 2100 W. Expressway in Mercedes, Texas 78570 and staffed with a Project Manager, Office Manager, Right of Way Administrator, Right of Way Acquisition Manager, Acquisition Negotiators and an Office Administrative Technician.

L & G Engineering has under contract the professional services of a State Certified Independent Fee Appraiser and a State Certified Review Appraiser. Licensed Real Estate negotiators are also under contract to perform the duties of acquisition negotiators. Furthermore, a local and reputable title company, Sierra Title of Hidalgo County, Inc., has also been contracted and is providing L & G Engineering with title commitment services, closing of transactions and title insurance policies; all in conformity of TxDOT policy and underwriter's insurance fee schedule.

This function is in accordance to Attachment D, "Fee Schedule" of our contract. We have now completed 100% of this task.

Title Services: L & G Engineering on May 10, 2005 requested Title Commitments from Sierra Title Company. To date, the Title Company has provided L & G with 81 title commitments. We have an approximate of 81 parcels for this project. We have completed 100% of this task.

Appraisal Services: We have selected the firm of Professional Appraisal Services to perform the primary appraisal reports for the approximate 81 parcels for this project. They have provided L & G Engineering with 81 out of 81 appraisal reports for this project. We have now completed 100% of this task.

Appraisal Services Sub: Professional Appraisal Services has completed and provided L & G with 81 out of 81 appraisal reports for this project. We have now completed 100% of this task.

Appraisal Review: We have selected the firm of HLH Appraisal Services to perform the appraisal review for the approximate 81 parcels for this project as per TxDOT policy. They have provided L & G Engineering with 81 out of 81 appraisal review reports for this project. We have now completed 100% of this task.

Appraisal Review Sub: HLH Appraisal Services has completed and provided L & G with 81 out of 81 appraisal review reports for this project. We have now completed 100% of this task.

Appraisal Update: We have completed 100% of this task. To date, there have been twelve (12) required updates for this project.

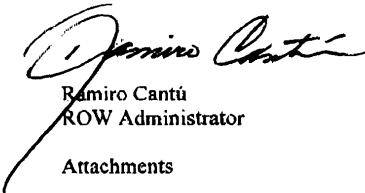
Parcel Negotiations: Negotiations on all parcels have been completed. We have presented 79 offers (2 parcels suspended) for this project. We have now completed 100% of this task.

Closing Services Fee: We will conduct all closings as per Title Company and TxDOT requirements. We have now closed 77 out of the 79 active parcels (1-parcel pending consummation and one (1) parcel in Eminent Domain process). We have completed 98% of this task.

Please contact me or Jacinto Garza, Project Manager, at 956-565-9813 should you have any questions or concerns regarding this report.

Sincerely,

L & G Engineering



Ramiro Cantú
ROW Administrator

Attachments

ATTACHMENT "D"

FEE SCHEDULE

- 1) Project Administration (includes coordination with County & State)
 - a) Payment
 - i) Full Project Office
 - (1) Lump Sum Basis (percent completed)
 - (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
 - (3) Remainder paid out in equal monthly installments, starting the following month and continuing over remainder of project.
 - (4) Monthly billing to Hidalgo County PCT #1 will be required.
- 2) Title Services
 - a) Payment
 - i) Per Parcel basis. (percent completed)
- 3) Appraisal Services
 - a) Payment
 - i) Per Parcel Basis. (percent completed)
- 4) Appraisal Review
 - a) Payment
 - i) Per Parcel Basis. (percent completed)
- 5) Appraisal Update
 - a) Payment (percent completed)
 - i) Per Parcel Basis
- 6) Negotiation, Task, and Fees (including condemnation support services)
 - a) Payment (percent completed)
 - i) Per Parcel Basis
- 7) Closing Service Fees
 - a) Payment (percent completed)
 - i) Per Parcel Basis

FM 1015/Mile 9, North to Mile 12

8) Relocation Fees- (N/A)

9) Condemnation Support- (N/A)

10) Disposal of Property- (N/A)

ATTACHMENT "C"
 WORK SCHEDULE
 TITLE: APPRAISAL AND ACQUISITION PROCESS
 FM 1015

TASK AND DESCRIPTION	2005												2006						2007						
	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
TOTAL PARCELS = 95																									
Project Administration																									
Coordination with TXDOT																									
Preliminary Administrative & Acquisition Process																									
Title Commitments																									
Appraisal Reports																									
Appraisal Review Reports																									
Appraisal Update Reports																									
Approved Values by TXDOT																									
Acquisition Negotiation Offers																									
Title Curative Process																									
Title Commitment Updates																									
Acquisition Approved																									
by TXDOT																									
Payments for Parcels																									
L&G Condensation Support																									
Process																									
Eminent Domain Proceedings by																									
County																									
Title Insurance Policies -																									
NEGOTIATED																									
Confirmation of Outstanding																									
Cases																									

TXDOT FUNCTION
 L&G FUNCTION
 HIDALGO COUNTY FUNCTION

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322182
INVOICE DATE: 04/30/07

BILL TO: 34

Hidalgo County Pct. #1
 902 Joe Stephens
 Weslaco, TX 78596

JOB: 060801

FM 88 ROW
 c/o County of Hidalgo PCT#1
 1902 Joe Stephens Ave.
 Weslaco, TX 78596

PO# 569911 Contract# C-06-145-03-06

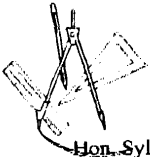
DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
05001-Direct Expense	15,380.00	11,842.60	922.80	12,765.40	83.0	2,614.60
16401-Engineer Svc	121,869.00	93,839.13	7,312.14	101,151.27	83.0	20,717.73
60000-Row Acq. Admin	183,000.00	115,473.00	8,601.00	124,074.00	67.8	58,926.00
60100-Title Services	34,200.00	13,406.40	1,915.20	15,321.60	44.8	18,878.40
60200-Appraisal Srv	77,300.00	46,380.00	3,865.00	50,245.00	65.0	27,055.00
60210-Appraisal Srv/Sub	76,600.00	45,960.00	3,830.00	49,790.00	65.0	26,810.00
Engineering services for the month of April 2007.						
60300-Appraisal Rvw	37,500.00	22,500.00	1,875.00	24,375.00	65.0	13,125.00
60310-Appraisal Rvw/Sub	19,500.00	11,700.00	975.00	12,675.00	65.0	6,825.00
60400-Parcel Negtion	199,500.00	81,795.00	11,970.00	93,765.00	47.0	105,735.00
60500-Clsing Srvs Fee	17,100.00	1,710.00	342.00	2,052.00	12.0	15,048.00
60600-Appraisal Update	8,550.00	2,137.50		2,137.50	25.0	6,412.50
TOTALS	790,499.00	446,743.63	41,608.14	488,351.77	61.8	302,147.23

ORIGINAL CONTRACT SUM	\$	790,499.00
CHANGE BY CHANGE ORDER	\$	0.00
CONTRACT SUM TO DATE	\$	790,499.00
TOTAL COMPLETED TO DATE	\$	488,351.77
LESS PREVIOUS INVOICES	\$	446,743.63
CURRENT PAYMENT DUE	\$	41,608.14

[Signature]
 PROJECT MANAGER'S SIGNATURE

7-1315-431-00-121-037-0-841
 PO 569911

INVOICE RECEIVED BY: DM on 5/1/07
 COPIES/SERVICES REQUIRED BY: DM on 5/1/07



L&G Engineering

Transportation Consultants

May 01, 2007

Hon. Sylvia S. Handy
Hidalgo County Commissioner, Pct. #1
Attn: Joseph Palacios
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: FM 88-From Mile 12 Rd. North to FM 1925
Work Authorization No. 1

Dear Commissioner Handy:

The attached submittal is our invoice for this Work Authorization for the month of April, 2007. We are attaching Work Order #1 for your reference. The following is attached:

- L & G's Invoice for Engineering and Right and Way Acquisition Services for project administration.
- Project Work Schedule
- Exhibit D Fee Schedule

This work authorization consists of the following tasks, identified as per the Texas Department of Transportation (TxDOT) function codes (FC) for engineering and right-of-way services:

Engineering Services & Direct Expenses: We have completed an overall percentage of 83% for the Engineering Services and Direct Expenses as outlined on the attached EXHIBIT D "Fee Schedule". These services have been closely coordinated with the Pct #1 staff and we have identified a percent complete for each task.

ROW Acquisition Administration: L & G Engineering-Transportation Consulting Engineers Right of Way Office has been set up and business functional at 2100 W. Expressway in Mercedes, Texas 78570 and staffed with a Project Manager, Office Manager, Right of Way Administrator, Right of Way Acquisition Manager, Acquisition Negotiators and an Office Administrative Technician. Our office is presently equipped with functional phones and utility services. We have under contract two State Certified Appraisers to perform the primary appraisal and review process for all parcels of this project. Furthermore, a local reputable title company (Sierra Title Co.) has been contracted to perform all of the title services for the project. They have already provided us with initial title commitments in accordance to TxDOT policy for all the parcels. We now invoice for this task in accordance to Exhibit "D"/Attachment "D" (fee schedule) item 1-Section a-(3) a monthly payment of 4.71% outlined in the attached referred schedule. Contractual Agreement for Right of Way Procurement between State (TxDOT) and the County of Hidalgo was approved by TxDOT's ROW Division in Austin on August 21, 2006. Pharr TxDOT District office has now provided the County with a project release dated September 27, 2006 for Phase I and a secondary release on January 8, 2007 for Phase II of this project. We have now completed 67.84% of this task.

Title Services: L & G Engineering is in receipt of fifty-three (53) initial Title Commitments from Sierra Title Company for this project. We are invoicing 5.6% for this task for the month of April, 2007. We have now completed 44.80% of this task.

Appraisal Services: We have selected the firm of Professional Appraisal Services to perform the primary appraisal reports for the approximate 54 parcels for this project. They have provided L&G Engineering with 35 out of 54 appraisal reports for this project. We have now completed 65% of this task for this project.

Appraisal Services Sub: Professional Appraisal Services has completed and provided L&G Engineering with 35 out of 54 appraisal review reports for this project. We have now completed 65% of this task for this project.

Appraisal Review: We have selected the firm of HLH Appraisal Services to perform the appraisal review for the approximate 54 parcels for this project as per TxDOT policy. They have provided L&G Engineering with 35 out of 54 appraisal review reports for this project. We have now completed 65% of this task for this project.

2100 W. Expressway 83 • Mercedes, TX 78570 • (956) 565-9813 • Fax (956) 565-9018 • JGarza@LGEngineers.com

Appraisal Review Sub: HLH Appraisal Services has completed and provided L&G with 35 out of the 54 appraisal review reports for this project. We have now completed 65% of this task for this project.

Appraisal Update: To date, we have completed 12 required updates for this project. We have now completed 25% of this task.

Parcel Negotiations: Negotiations for this project have begun and we have presented an additional 3 parcels for this project for a total of 25 offers. We have now completed 47% of this task.

Closing Service Fee: We will conduct all closings as per Title Company and TxDOT requirements. We have now closed 6 out of the 54 parcels. We have completed 12% of this task.

Please contact me or Jacinto Garza, Project Manager at 956-565-9813 should you have any questions or concerns regarding this project.

Sincerely,

L & G Engineering



Ramiro Cantú
ROW Administrator

Attachments

EXHIBIT "C" ATTACHMENT "C"
 WORK SCHEDULE
 TITLE, APPRAISAL AND ACQUISITION PROCESS
 FM 88

TASK AND DESCRIPTION	2006 - 2007																	
	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sept-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08
ESTIMATED TOTAL PARCELS = 57																		
Project Administration																		
Coordination with TxDOT																		
Preliminary Administrative & Acquisition Process																		
Title Commitments																		
Appraisal Reports																		
Appraisal Review Reports																		
Appraisal Update Reports																		
Approved Values by TxDOT																		
Acquisition Negotiation Offers																		
Title Curative Process																		
Title Commitment Updates																		
Acquisition Approved by TxDOT																		
Payments for Parcels																		
L&G Condemnation Support Process																		
Eminent Domain Proceedings by County																		
Title Insurance Policies - Negotiations/ED																		
Consummation of Outstanding Cases																		

TxDOT FUNCTION
 L&G FUNCTION
 HIDALGO COUNTY FUNCTION

FM 88/Mile 12 Rd. North to FM 1925

**EXHIBIT "D"/
ATTACHMENT "D"****FEE SCHEDULE****Payment Schedule for General Engineer Services**

The Engineer will be paid for the work completed as identified on Attachment "B" Services to be Provided by the Engineer and paid for by Hidalgo County on a percent complete basis after the work is reviewed and approved by Hidalgo County Precinct #1.

Payment Schedule for Services Provided by the Acquisition Provider

- 1) Project Administration (includes coordination with County & State)
 - a) Payment
 - i) Full Project Office
 - (1) Lump Sum Basis (percent completed)
 - (2) Initial payment of 20% upon establishment of a project office with functional phone and utility services.
 - (3) Remainder paid out in equal monthly installments, starting the following month and continuing over remainder of project.
 - (4) Monthly billing to Hidalgo County PCT #1 will be required.
 - (5) Condemnation Support Services (Negotiations, Task, and Fees)
- 2) Title Services
 - a) Payment
 - i) Per Parcel basis. (percent completed)
- 3) Appraisal Services
 - a) Payment
 - i) Per Parcel Basis. (percent completed)
- 4) Appraisal Review
 - a) Payment
 - i) Per Parcel Basis. (percent completed)
- 5) Appraisal Update
 - a) Payment (percent completed)
 - i) Per Parcel Basis

FM 88/Mile 12 Rd. North to FM 1925

- 6) Negotiation Fees
 - a) Payment (percent completed)
 - i) Per Parcel Basis
- 7) Closing Service Fees
 - a) Payment (percent completed)
 - i) Per Parcel Basis
- 8) Relocation Fees- (N/A)
- 9) Disposal of Property- (N/A)

Hidalgo County Precinct #1

EXHIBIT "D" ATTACHMENT "D" FEE SCHEDULE - L&G ENGINEERING
 FM 43
 Limits From: Mile 12 Rd. North to FM 1925

The following is an estimated Manhour Cost for the Engineering Services and the Parcel No. Cost for completing the subject project's scope of work outlined in Attachment B according to the Attachment D "Fee Schedule" of the contract. The man-hours are estimated and the parcel cost is based on the TxDOT Request for Proposals. The work and payment for these services will be accomplished by L&G Engineering and reported and paid for by Hidalgo County Precinct #1. The man-hours reported by Hidalgo County Precinct #1, L&G Engineering will be comparing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Precinct #1.

L&G ENGINEERING SERVICES

TASK	No. of sheets (estimation)	Project Manager	ENV Specialist	MANHOOURS				Total
				Senior Engineer	Designer	Administrative Assistant		
1 Coordinate with TxDOT and County on Progress of Engineering Project	0	216	0	216	0	100	532	
2 Amend P&I #1 Meeting for buy-sell for project update	18 mo/2 persons per month/2	216	0	216	0	100	532	
3 Refine Cost Estimates County Participation for Road	na	40	0	80	0	0	120	
4 Coordinate with City of Elgin	na	40	0	40	0	0	80	
5 Review for the proposed connection of the FM 1925 intersection (Proposed Freeway) with the needed ROW for the County to modify or comment on the accepted Public Meeting for FM 1925	na	120	0	120	120	0	360	
5 Review the proposed county road interchanges with P&I #1 on designing the county interchanges to provide for the bus stopping movements and future county designation of roadways as streets or collectors of the County, Througway/Express.	na	100	0	120	80	0	300	
5 Coordination with Hidalgo County and TxDOT on prioritizing the parcel acquisitions based on the proposed Traffic Control and proposed storm drainage and Street at the intersection.	na	120	0	120	0	0	240	
5 Coordination with Hidalgo County, Hidalgo District #3	na	40	0	40	0	0	80	
6 Coord with County to set up Temp Accounting for payment and reimbursement of funds used to pay parcels and for sewer surrit to TxDOT for interbasement	na	80	0	0	0	0	80	
7 Establish an accurate process with Precinct 1 for Coord between Title Co. and County Auditors Office, County Clerk Office and Parcel Reimbursements by TxDOT.	na	80	0	0	0	0	80	
8 Coordinate and Review New Subdivision Maps that affect the project	na	0	0	0	80	0	80	
9 Coordinate and Review ROW Maps as provided by TxDOT	na	0	0	40	0	0	40	
	Subtotal	9	0	892	280	200	2594	
TOTAL SHEET/UNDER HOUR	0	1632	0	892	280	200	2594	
Contract Fees	\$	50.00	\$	43.00	\$	33.00	\$	17.50
Direct Salary Cost	\$	52,800.00	\$	43,846.00	\$	43,800.00	\$	108,328.00
Indirect Fee	\$	5,175.00	\$	-	\$	5,456.00	\$	437.50
Sub-Total Labor Costs	\$	63,175.00	\$	-	\$	49,104.00	\$	9,442.50
								3,837.48
								121,685.98



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

INV.

PURCHASING NAME HILDALGO COUNTY PURCHASING DEPARTMENT		TELEPHONE 956-318-2626	
ADDRESS 100 E. CANO ST 4TH FLOOR ADM. BLDG.		CITY EDINBURG	STATE TX
		ZIP CODE 78539	

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR 2007	MAKE EAGER BEAVER	MODEL/BODY 35GSL-BR	VIN ORDER	LICENSE PLATE
A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$50.00. This notice is required by law.			MILEAGE:	
El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de manejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los \$50.00 (U.S.) Este aviso es requerido bajo la ley.				
Disclaimer of Warranties				
Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.				
CUSTOMER SIGNATURE				
SALESMAN SIGNATURE KEVIN KRIEG				

CONTRACTUAL DISCLOSURE: STATEMENT FOR USED VEHICLE ONLY. *The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.*

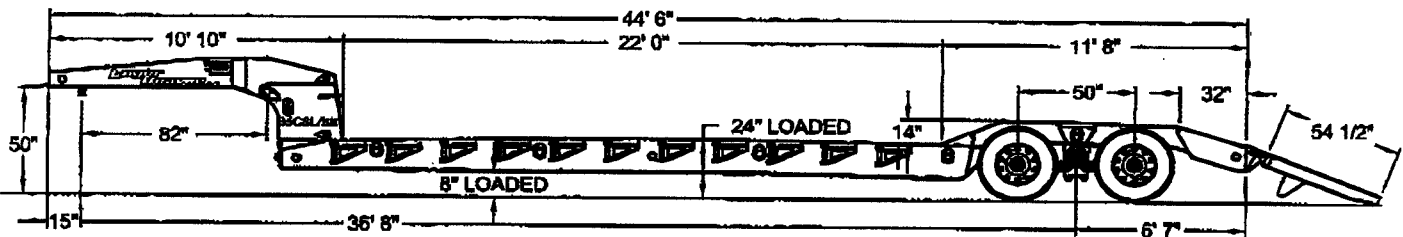
MILEAGE:	TRADE-IN			
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE:	TRADE-IN			
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	44,931.00
PAYOFF TO:		Trade Allowance	N/A
ADDRESS:		Trading Difference	N/A
TELEPHONE: / FAX:		Sales Tax	N/A
GOOD UNTIL:		Vehicle Inventory Tax	N/A
QUOTED BY:		License Fee	N/A
SHOW LIEN TO:		Body Type:	Documentary Fee 50.00
ADDRESS:		License Wt.:	Federal Excise Tax N/A
		Stats Insp.:	TOTAL SALE PRICE 44,981.00
DATED: LIEN AMOUNT \$		License:	Payoff on Trade
DRAFT FOR \$		Title:	Ext. Service Agreement
DRAFT THRU:		Transfer:	Less Deposit
ADDRESS:			Total Balance Due 44,981.00

Full disclosure required by federal regulation 'Z', The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a down title is furnished to enable for the used cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be liable for failure to effect delivery. This order is not binding on the dealer until approved by an officer of Freightliner of Austin at its office in Austin, Texas

35 **GSL-BR** 35 Ton Self-Lifting Detachable Lowboy - ABS Air Brake Axles



Capacity: 70,000 lbs. Trailer Weight: 17,100 lbs.

Deck Width: 8 ft. 6 in. Length: 22 ft. Height: 24 in. (Loaded)

80,000 lb. Minimum Yield Steel Mainframe

Pierced Crossmembers

Suspension: Hutch H-900-50 Single Point, Capacity 50,000 lbs.

Front Flip Ramps

Cast Steel Outriggers

Patented "ROTO RINGS"® Swivel 360°

100% Sealed Modular Wiring Harness

Gooseneck 82" STD.

SPECIFICATIONS

Frame	Mainrails: Four fabricated 16" Deep cambered I-Beam, 80,000 P.S.I. steel
Crossmembers	10" x 9 lbs. per ft. I-Beam, pierced through mainbeam (24" spacing Std.)
Gooseneck Length	82", 86", 90", 94", 98" and 102" available (For special lengths contact sales)
Decking	Nominal 2" Hardwood
Wiring Harness	Sealed L.E.D. Lights & USA Star PLUS Sealed Modular Wiring Harness w/ 7-Way ATA Plug
Front Ramps	Front Flip Steel w/ Grousers (Wood filled is available)
Rear Ramps	54" x 22" Wood (Standard) Adjustable 102" to 33" Ladder (Optional N/C)
Hydraulics	Wetline hook-up for tractor PTO operation •REQUIREMENT: Low Flow/High Pressure System
Hydraulic Cylinders	Two Main 6", One 3" Locking, One 4" Gooseneck Support
Controls	Control Valve eye level
Tie Down	6 per side - Patented "ROTO RINGS"® Swivel 360°
Outriggers	Cast Steel (Locks both in and out position)
Colors	Yellow (Standard), Red, Black w/ matching RPC Undercoating

RUNNING GEAR

Tires	Eight 255/70R22.5 (H) Michelin Steel Belted Radial
Hubs/Wheels	Four Disc Type Hubs, Eight 8.25 x 22.5 Disc Type Wheels, Stemco Oil Seals, Hub Piloted
Suspension	Hutch H-900-50 Single Point, capacity 50,000 lbs. tandem
Axles	Two 5" diameter 25,000 lbs. each, H.M. series bearings
Brakes	16 1/2" x 7" Air, "S" Cam., Auto Slack Adjusters
ALL WHEELABS	Anti-lock brake system 4S2M, Sensors on All Wheels, Two modulator valves
Parking Brake	Spring Brakes on All Wheels

OPTIONS

- Additional Deck Length: (23'-24'-25'-26' Optional Lengths)
- Additional Deck Width: (108" w/ 102" axles or 108" axles) - (120" w/ 120" axles)
- Gooseneck Fenders
- Power Pack: 11hp, 12hp Kohler, 13hp Honda, or 16hp Kohler (Combination Power Pack/Wet Kit Available)
- Lockable Tool & Chain Storage: Forward center deck area (1 or 2 compartments)
- Additional "ROTO-RINGS"®
- Spare Tire & Disc Wheel 255/70R22.5 (H) Optional: Spare Tire Carrier
- Tire & Disc Wheel 275/70R22.5 (H) Upgrade
- Wheel Covers (Raised)
- Suspension - Air Ride (2) Axle (Combined Capacity 50,000 lbs.)
- Apitong Decking in lieu of Oak
- Paint (other than standard Yellow) Price on Request

**Eager
Beaver**
TRAILERS

Call (800) 257-8163 for more information

AI-3762

17.C.2.

New Vibratory 39" Roller JCB/Vibromax Model VMT270

CC REGULAR

Date: 05/15/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of a proposal from H & V Equipment through Hidalgo county's participation/membership Inter Local Agreement through Buyboard contract 205-04 FOB Pct 2 for: One (1) New Vibratory 39" Roller Model VMT270 price .. @ ... \$ 31,757.00 (7-211)

BACKGROUND

Memorandum from Comm. Hector Palacios

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-122-030-0-742

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$501,720.21 available account balance as of 05/10/2007

Attachments

Link: [Vibratory Roller](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department	Marty Salazar	05/09/2007 05:21 PM	APRV
2	Budget & Management	Dina Trevino	05/10/2007 08:13 AM	APRV
3	Sergio Cruz	Sergio Cruz	05/10/2007 08:51 AM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Juan Tapia			Started On: 05/04/2007 04:19 PM	
Final Approval Date: 05/11/2007				

Hidalgo County
Precinct No. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

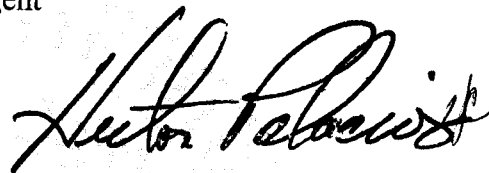
M E M O

TO: Hidalgo County Purchasing Department
Marty Salazar-Purchasing Agent
c/o: **Juan Tapia**

FROM: Hidalgo County Precinct #2
Hector "Tito" Palacios

DATE: May 4, 2007

SUBJECT: Proposal from H & V Equipment for
JCB / VIBROMAX VIBRATORY ROLLER



Please let this memo serve and recommend that we place on Commissioners' Court Agenda meeting on 05/15/2007 for approval of a (1) JCB/Vibromax Vibratory Roller model VMT270 39" Roller off of the Buy Board for a total of \$31,757.00.

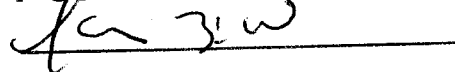
We will be using the CIP Account #7-1336-431-00-122-030-0-742

If you have any questions regarding this matter please do not hesitate to contact me, Thank you.

RECEIVED

MAY 04 2007

PURCHASING DEPT.



AI-3832

17.C.3.

R. Gutierrez Engineering Corp. Invoice 2219

CC REGULAR

Date: 05/15/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment Invoice No. 2219 in the amount of \$11,295.80 from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, "Tower Road (Moore Rd-Balli Rd)" with authority for Auditor to issue payment after review, audit, and processing procedures completed.
C-05-229-06-21

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1202-431-00-122-027-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO 561453 has \$14,776.80 available as of 5/10/07.

Attachments

Link: [Inv 2219](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department	Marty Salazar	05/09/2007 05:48 PM	APRV
2	Budget & Management	Dina Trevino	05/09/2007 05:56 PM	APRV
3	Dale Kennan	Dale Kennan	05/10/2007 01:49 PM	APRV
4	Auditor's Office		05/10/2007 02:01 PM	NEW
5	Court Administrator		05/10/2007 02:01 PM	
Form Started By: Rocio Villarreal			Started On: 05/09/2007 04:46 PM	
Final Approval Date: 05/10/2007				

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

Invoice Number: 2219

Friday, April 27, 2007

InvoiceTo: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner**Project: ENG05.015b Tower Road (Moore Rd - Balli Rd)**

Professional Services for the Period: 4/10/2007 to 4/27/2007

Billing Group: 01 Phased % of Construction**Part 1 - Moore Rd - Rancho Blanco Rd (approx 1.0 miles)**


Contract #: C-05-229-06-21 (WA#2)(PO#561453)

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee	Billing Fee:
							\$206,120.00
Preliminary Phase	68,460.00	33.21	100.00	68,460.00	64,352.40	4,107.60	
Design Phase	41,076.00	19.93	47.50	19,511.00	12,322.80	7,188.20	
Construction Phase	27,384.00	13.29	0.00	0.00	0.00	0.00	
Environmental Assessment (Add'l Service)	26,000.00	12.61	0.00	0.00	0.00	0.00	
Right-of-Way Acquisition (Add'l Service)	36,000.00	17.47	50.00	18,000.00	18,000.00	0.00	
Geotechnical Investifation (Add'l Service)	7,200.00	3.49	0.00	0.00	0.00	0.00	
						Total Phases:	\$11,295.80

Phase Billing Totals: \$11,295.80**561453**

7-1202-431-00-122-027-0-731

Req. #82579

Billing Group Subtotal: 11,295.80**Project Totals:******* Total Project Invoice Amount:****\$11,295.80**


 Ramiro Gutierrez
 President

AI-3778

17.D.1.

Selection of Architect and/or Engineer

CC REGULAR

Date: 05/15/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a) (4) '... a professional service' in connection with architectural and/or engineering services for the design and construction of a "Boat Ramp at Anzalduas Park Project";

B. Presentation of the grid (for the purposes of ranking by Commissioners Court) of the firms scored and evaluated (from the County's approved "Pool" of architects and engineers):

Architects:1) _____;2) _____;3) _____;
Engineers:1) _____;2) _____;3) _____;

C. Requesting authority for the Purchasing Department to negotiate and architectural and/or engineering professional services contract with the number one ranked firm(s), subject to legal review, for: Design and Construction of a Boat Ramp Project at Anzalduas Park Project;

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1287-452-00-123-043-9-334

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$28,712.38 as of 5/10/07.

Attachments

No file(s) attached.

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department (Originator)	Marty Salazar	05/09/2007 05:24 PM	APRV
2	Budget & Management	Dina Trevino	05/10/2007 10:10 AM	APRV
3	Dale Kennan	Dale Kennan	05/10/2007 10:35 AM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Marty Salazar			Started On: 05/08/2007 01:56 PM	
Final Approval Date: 05/11/2007				

AI-3800

17.E.1.

Computer Equipment

CC REGULAR

Date: 05/15/2007

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: IT Department

Information

CAPTION

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

Catalog Information System Vendor

Requisition	Vendor	Department	Amount	Account Number
110138	CDW Government	I. T.	\$12,263.00	7-1100-415-00-200-002-0-745

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1100-415-00-200-002-0-745

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$246,524.18 as of 5/10/07. Supporting documentation not attached (Purchasing informed of missing data; copy of requisition would be sent at a latter time as per Matilde F.)

Attachments

No file(s) attached.

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department	Marty Salazar	05/09/2007 05:30 PM	APRV
2	Budget & Management	Dina Trevino	05/10/2007 11:53 AM	APRV
3	Dale Kennan	Dale Kennan	05/10/2007 01:34 PM	APRV
4	Auditor's Office	Janie Lozano	05/11/2007 01:27 PM	APRV
5	Janie Lozano	Janie Lozano	05/11/2007 02:36 PM	APRV
6	Linda Fong		05/11/2007 04:55 PM	NEW
Form Started By: Matilde Faz			Started On: 05/09/2007 10:27 AM	
Final Approval Date: 05/11/2007				

AI-3825

17.F.1.

Oral Contraceptive

CC REGULAR

Date: 05/15/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Health & Human
Services Dept.

Information

CAPTION

Recommending of bid award and approval of contract (subject to legal review) to lowest bidder meeting all specifications as attached hereto for: "Oral Contraceptive" (7-178)

BACKGROUND

Bid Tabulation sheet
Specifications
DRAFT -Service / Contract Document

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-441-00-340-003-0-604

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$85,609.60 as of 5/11/07.

Attachments

Link: [Oral Contraceptive](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department	Marty Salazar	05/09/2007 05:47 PM	APRV
2	Budget & Management	Dina Trevino	05/10/2007 03:14 PM	APRV
3	Dale Kennan	Dale Kennan	05/11/2007 10:34 AM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Juan Tapia			Started On: 05/09/2007 04:07 PM	
Final Approval Date: 05/11/2007				

**HIDALGO COUNTY PURCHASING DEPARTMENT
 BID TABULATION SHEET
 BID No. 07-178-05-09-jmt**

DEPARTMENT NAME: Hidalgo County- Health Department

BID OPENING DATE: May 09, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "Oral Contraceptive"

BUYER: Juan Tapia

BID # RFB#	NAME OF COMPANY	UNIT PRICE per box	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	Anda, Inc.	\$ 92.40		
#2	Lee's Pharmacy	\$ 136.00		
#3				
#4				
#5				
#6				
#7				
#8				
#9				

EXHIBIT "B"

BID FORM

COUNTY OF HIDALGO - HEALTH DEPT.

"Oral Contraceptive"

Bid No. 07-178-05-09-jmt

Bid Opening Date: Wednesday May 09, 2007 at 9:30 a.m.

Unit price for a Oral Contraceptive as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

Option I. Initial of a One (1) year term:

BID Price at: \$ 92.40

Box of: 168 (6x28) pieces

Option II Initial One year with a One **additional** year term:

BID Price at: \$ TBA

Box of: _____ Pieces

BIDDER / COMPANY NAME: ADA, Inc.

ADDRESS: 2915 WESTON ROAD

CITY: WESTON STATE: FL ZIP CODE: 33331

PHONE NUMBER: 1-800-331-2632 FAX NO: 954-217-4618

AUTHORIZED SIGNATURE: [Signature]

PRINTED NAME: PETER STARFAS

TITLE: SR. DIRECTOR CONTRACTS & PRICING

DATE: 07-27-07

EXHIBIT "B"

BID FORM

COUNTY OF HIDALGO - HEALTH DEPT.

"Oral Contraceptive"

Bid No. 07-178-05-09-jmt

Bid Opening Date: Wednesday May 09, 2007 at 9:30 a.m.

Unit price for a Oral Contraceptive as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

Option I. Initial of a One (1) year term:

BID Price at: \$ 136⁰⁰

Box of: 6 pieces

Option II Initial One year with a One **additional** year term:

BID Price at: \$ _____

Box of: _____ Pieces

BIDDER / COMPANY NAME: Lee's Pharmacy & Medical Equipment

ADDRESS: 1901 S. 1st St. Ste 100

CITY: McAllen STATE: Tx ZIP CODE: 78503

PHONE NUMBER: (956) 686-3716 FAX NO: (956) 686-0415

AUTHORIZED SIGNATURE: *Daniel D. Vela R.Ph.*

PRINTED NAME: Daniel D. Vela, R.Ph.

TITLE: Pres. / Owner -

DATE: 05-07-07

EXHIBIT "A"

SPECIFICATIONS

COUNTY OF HIDALGO - HEALTH DEPARTMENT

"Oral Contraceptive"

Bid No. 07-178-05-09-jmt

Bid Opening Date: Wednesday May 09, 2007 at 9:30 a m.

SPECIFICATIONS, REQUIREMENTS AND TERMS & CONDITIONS

1. All purchases of product will be on an "as-needed basis only" there is no guaranteed volume.
2. Must be a tablet containing 0.180mg norgestimate and 0.035mg ethinyl estadiol.
3. Must be able to be use in an unopened box for two years from manufacturing date.
4. Generic Brand must be compatible to Ortho Tri Cyclen, which is used in all Health Clinics sites.
5. Must have the capability to store dry at a room temperature (65-80 F.)
6. Box of 168 tablets in a 6x28 tab packet count.
7. Term of contract will be for a one year term, with a County option of an additional year under the same terms and conditions, delivery FOB Edinburg, TX.
8. 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 service ordered, or c) terminated by County with sixty (60) days written notice prior to cancellation.

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.

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:

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: _____

HIDALGO

AI-3752

17.G.1.

Roof Renovations to Sheriff, Auxiliary Court and Elections Adm. Buildings

CC REGULAR

Date: 05/15/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval to solicit/request proposals from Weatherproofing Technologies, Inc. a service division of Tremco Inc., (awarded contractor (#R4494) through the County's participation/membership with TCPN) for the provision of labor and materials for roof renovation service at:

- a) Sheriff Building located at 413 N. 14th. Ave. Edinburg, Texas 78539 (7-205)
- b) Auxiliary Court Annex I Building located at 100 N. Closner Edinburg, Texas (7-206)
- c) Elections Adm. Annex II Building located at 105 S. 10th. Ave. Edinburg, Texas (7-207)

BACKGROUND

Memorandum from B&G Director

Fiscal Impact

FISCAL YEAR:

ACCT. #: For proposal ONLY

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This item is submitted only for proposals at this time. Funding is to be determined at a later date.

Attachments

Link: [Roof renovations various buildings](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department	Marty Salazar	05/09/2007 05:14 PM	APRV
2	Budget & Management	Dina Trevino	05/10/2007 07:54 AM	APRV
3	Dale Kennan	Dale Kennan	05/10/2007 08:12 AM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Juan Tapia			Started On: 05/03/2007 10:51 AM	
Final Approval Date: 05/11/2007				



DANIEL FLORES
Director

BUILDING & GROUNDS
County Of Hidalgo

To: Juan Tapia, Project Coordinator
Purchasing Department

From: Daniel Flores, Director 
Buildings and Grounds Department

Re: Roof Projects *RFP. No. 07-205*

Date: May 1, 2007

Please be informed Buildings & Grounds is requesting the Purchasing Department to place our state awarded vendor Tremco on the agenda to seek proposals for the following roof projects:

- Sherriff Building located at 413 N. 14th Avenue Edinburg, Texas 78539
- Annex I (Auxiliary Ct.) located at 100 N. Closner Edinburg, Texas 78539
- Annex II (Elections Adm.) located at 105 S. 10th Av. Edinburg, Texas 78539

The account number being used for these projects to be placed on the agenda will be further provided by the Budget & Management Dept.

Thank you for your prompt attention to this matter, if in need of additional information please advice.

CC:
Raul Silguero, Budget & Management

AI-3821

17.H.1.

Requesting Acceptance of Proposal award to Air Plus Heating & Cooling for Purchase and Disposal of Window A/C Units

CC REGULAR

Date: 05/15/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Community Service Agency

Information

CAPTION

Requesting acceptance of sole proposal received as qualified for award with approval of contract (subject to legal review) to the sole participant meeting all specifications as attached hereto for the: "Purchase and Disposal of Window Air Conditioning Units" (7-025)

BACKGROUND

Memorandum from CSA Director
DRAFT - Service / Contract Document

Fiscal Impact

Attachments

Link: Requesting acceptance of proposal from Air Plus Heating and Cooling

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department	Marty Salazar	05/09/2007 05:46 PM	APRV
2	Budget & Management	Dina Trevino	05/10/2007 03:13 PM	APRV
3	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Juan Tapia			Started On: 05/09/2007 03:35 PM	
Final Approval Date: 05/11/2007				

COUNTY OF HIDALGO
Community Service Agency



Adm: (956) 383-6250
Fax: (956) 380-4324

2524 N. Closner / P.O. Box 204

Edinburg, TX 78540

May 8, 2007

Ms. Marty L. Salazar
Hidalgo County Purchasing Agent
Purchasing Department
County of Hidalgo
100 E. Cano, 4th floor,
Adm. Bldg.
Edinburg, Tx 78539

REF: Request for Proposal #07-025-02-07-jmt

Dear Ms. Salazar:

Please be advised that the County of Hidalgo Community Service Agency's CHCSA has finalized the negotiation process and is prepared to accept Air Plus Heating and Cooling, Inc.'s proposal with the negotiated prices (attached) and enter into a one (1) year contract.

The results are as follows:

1). Air Plus Heating and Cooling was the only qualified proposal and scored a total of ninety-nine (99) points of the available one hundred (100) points.


Should you have any questions, please contact me at (956) 383-6250 ext 12.

Respectfully,

Maribel Navarro-Saenz
Executive Director

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 PRICE ANALYSIS
 AIR PLUS

ITEM	PER	NEGOTIATED PRICE
WINDOW UNITS		
5000 BTU	EACH	\$225
6000 BTU	EACH	\$300
8,000 BTU	EACH	\$326
10,000 BTU	EACH	\$475
12,000 BTU	EACH	\$500
15,000 BTU	EACH	\$600
18,000 BTU	EACH	\$650
Disposal of WU or Heat Pump	EACH	\$35
		\$3,111

200
Querry

05/08/07

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY

PRICE ANALYSIS

ALL TEMP

ITEM	PER	NEGOTIATED PRICE
A1. ASSESSMENT		
HVAC ASSESSMENT	EACH	\$65
HEAT LOAD CALCULATION	EACH	\$125
A2. APPLIANCE		
CENTRAL UNIT AC REPAIR (LABOR)		\$125
CENTRAL ELECTRIC FURNACE REPAIR (LABOR)		\$125
CENTRAL GAS FURNACE REPAIR (LABOR)		\$175
CENTRAL HEATING AND COOLING SYSTEMS		
1.5 TON CONDENSING UNIT	EACH	\$1,275
2 TON CONDENSING UNIT	EACH	\$1,321
2.5 TON CONDENSING UNIT	EACH	\$1,393
3 TON CONDENSING UNIT	EACH	\$1,479
3.5 TON CONDENSING UNIT	EACH	\$1,571
4 TON CONDENSING UNIT	EACH	\$1,678
1.5 TON AIR HANDLER (CLOSET)	EACH	\$1,082
2 TON AIR HANDLER (CLOSET)	EACH	\$1,099
2.5 TON AIR HANDLER (CLOSET)	EACH	\$1,137
3 TON AIR HANDLER (CLOSET)	EACH	\$1,182
3.5 TON AIR HANDLER (CLOSET)	EACH	\$1,269
4 TON AIR HANDLER (CLOSET)	EACH	\$1,278
1.5 TON AIR HANDLER (ATTIC)	EACH	\$1,182
2 TON AIR HANDLER (ATTIC)	EACH	\$1,199
2.5 TON AIR HANDLER (ATTIC)	EACH	\$1,237
3 TON AIR HANDLER (ATTIC)	EACH	\$1,282
3.5 TON AIR HANDLER (ATTIC)	EACH	\$1,369
4 TON AIR HANDLER (ATTIC)	EACH	\$1,378
INSTALL DIGITAL HEATING/COOLING THERMOSTAT	EACH	\$130
ELECTICAL WHIP FOR CONDENSER	EACH	\$115
DRIP PAN FOR CENTRAL SYSTEM	EACH	\$375
INSTALL CONDENSER PAD	EACH	\$275
INSTALL RETURN AIR GRILL & NEW FILTER	EACH	\$175
DUCTS		
1.5" DUCT BOARD	SHEET	\$50

Mona Collier

5-8-07

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY

PRICE ANALYSIS

ALL TEMP

ITEM	PER	NEGOTIATED PRICE
2" DUCT BOARD	SHEET	\$85
INSTALL DUCT BOARD	PER HR	\$65
DUCT REPAIR	LABOR	\$65
INSTALL FREON ONLY (R-22.)	PER LB	\$10
INSTALL FREON ONLY (R-410A)	PER LB	\$20
MASTIC	GAL	\$50
METAL DUCT TAPE UL-181 2.5"	ROLL	\$20
INCREASE THE SIZE OF RETURN AIR	JOB	\$280
NATURAL GAS TO PROPANE CONVERTER	JOB	\$230
RESIZING CLOSET	PER HR	\$65
ALL ELECTRIC UNITS		
INSTALL 1.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,167
INSTALL 2 TON COMPLETE CENTRAL UNIT	EACH	\$2,230
INSTALL 2.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,330
INSTALL 3 TON COMPLETE CENTRAL UNIT	EACH	\$2,461
INSTALL 3.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,640
INSTALL 4 TON COMPLETE CENTRAL UNIT	EACH	\$2,756
ALL ELECTRIC UNITS		
INSTALL 1.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,267
INSTALL 2 TON COMPLETE CENTRAL UNIT	EACH	\$2,330
INSTALL 2.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,430
INSTALL 3 TON COMPLETE CENTRAL UNIT	EACH	\$2,561
INSTALL 3.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,740
INSTALL 4 TON COMPLETE CENTRAL UNIT	EACH	\$2,856
ELECTRIC/GAS FURNACE UNITS		
INSTALL 1.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,451
INSTALL 2 TON COMPLETE CENTRAL UNIT	EACH	\$2,572
INSTALL 2.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,732
INSTALL 3 TON COMPLETE CENTRAL UNIT	EACH	\$2,911
INSTALL 3.5 TON COMPLETE CENTRAL UNIT	EACH	\$3,160
INSTALL 4 TON COMPLETE CENTRAL UNIT	EACH	\$3,331
EVAPORATIVE COIL ONLY		
CLOSET LOCATION	EACH	\$225
ATTIC LOCATION	EACH	\$265
CONDENSOR COIL ONLY	EACH	\$135

Maria Elzabe

5-8-07

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY

PRICE ANALYSIS


ALL TEMP

ITEM	PER	NEGOTIATED PRICE
EVAPORATIVE COIL AND CONDENSOR		
CLOSET LOCATION	EACH	\$225
ATTIC LOCATION	EACH	\$285
AIR RETURN		
CLOSET LOCATION	EACH	\$100
ATTIC LOCATION	EACH	\$175
Window Unit Cleaning	EACH	\$115
Heat Pump Cleaning	EACH	\$115
		\$74,601

Maria Elizalde
5-8-07

**COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
PRICE ANALYSIS
AIR PLUS**

ITEM	PER	NEGOTIATED PRICE
A1. ASSESSMENT		
HVAC ASSESSMENT	EACH	\$70
HEAT LOAD CALCULATION	EACH	\$175
A2. APPLIANCE		
CENTRAL UNIT AC REPAIR (LABOR)		\$55
CENTRAL ELECTRIC FURNACE REPAIR (LABOR)		\$55
CENTRAL GAS FURNACE REPAIR (LABOR)		\$55
CENTRAL HEATING AND COOLING SYSTEMS		
1.5 TON CONDENSING UNIT	EACH	\$1,319
2 TON CONDENSING UNIT	EACH	\$1,379
2.5 TON CONDENSING UNIT	EACH	\$1,475
3 TON CONDENSING UNIT	EACH	\$1,631
3.5 TON CONDENSING UNIT	EACH	\$1,664
4 TON CONDENSING UNIT	EACH	\$1,766
AIR HANDLERS (CLOSET)		
1.5 TON AIR HANDLER (CLOSET)	EACH	\$884
2 TON AIR HANDLER (CLOSET)	EACH	\$889
2.5 TON AIR HANDLER (CLOSET)	EACH	\$944
3 TON AIR HANDLER (CLOSET)	EACH	\$1,052
3.5 TON AIR HANDLER (CLOSET)	EACH	\$1,144
4 TON AIR HANDLER (CLOSET)	EACH	\$1,264
AIR HANDLERS (ATTIC)		
1.5 TON AIR HANDLER (ATTIC)	EACH	\$1,034
2 TON AIR HANDLER (ATTIC)	EACH	\$1,039
2.5 TON AIR HANDLER (ATTIC)	EACH	\$1,094
3 TON AIR HANDLER (ATTIC)	EACH	\$1,202
3.5 TON AIR HANDLER (ATTIC)	EACH	\$1,294
4 TON AIR HANDLER (ATTIC)	EACH	\$1,424
OTHER COMPONENTS		
THERMOSTAT	EACH	\$105
ELECTICAL WHIP FOR CONDENSER	EACH	\$55
DRIP PAN FOR CENTRAL SYSTEM	EACH	\$80
INSTALL CONDENSER PAD	EACH	\$70
INSTALL RETURN AIR GRILL & NEW FILTER	EACH	\$89
DUCTS		
1.5" DUCT BOARD	SHEET	\$38

Leo P. Peralta

 05/08/02

**COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
PRICE ANALYSIS
AIR PLUS**


ITEM	PER	NEGOTIATED PRICE
2" DUCT BOARD	SHEET	\$78
INSTALL DUCT BOARD	PER HR	\$65
DUCT REPAIR	LABOR	\$45
INSTALL FREON ONLY (R-22)	PER LB	\$13
INSTALL FREON ONLY (R-410A)	PER LB	\$17
MASTIC	GAL	\$20
METAL DUCT TAPE UL-181 2.5"	ROLL	\$15
INCREASE THE SIZE OF RETURN AIR	JOB	\$128
NATURAL GAS TO PROPANE CONVERTER	JOB	\$165
RESIZING CLOSET	HR	\$55
ALL ELECTRIC UNITS		
INSTALL 1.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,203
INSTALL 2 TON COMPLETE CENTRAL UNIT	EACH	\$2,268
INSTALL 2.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,419
INSTALL 3 TON COMPLETE CENTRAL UNIT	EACH	\$2,683
INSTALL 3.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,808
INSTALL 4 TON COMPLETE CENTRAL UNIT	EACH	\$3,040
ALL ELECTRIC UNITS		
INSTALL 1.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,353
INSTALL 2 TON COMPLETE CENTRAL UNIT	EACH	\$2,418
INSTALL 2.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,569
INSTALL 3 TON COMPLETE CENTRAL UNIT	EACH	\$2,833
INSTALL 3.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,958
INSTALL 4 TON COMPLETE CENTRAL UNIT	EACH	\$3,190
ELECTRIC/GAS FURNACE UNITS		
INSTALL 1.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,351
INSTALL 2 TON COMPLETE CENTRAL UNIT	EACH	\$2,384
INSTALL 2.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,493
INSTALL 3 TON COMPLETE CENTRAL UNIT	EACH	\$2,810
INSTALL 3.5 TON COMPLETE CENTRAL UNIT	EACH	\$2,839
INSTALL 4 TON COMPLETE CENTRAL UNIT	EACH	\$2,947
EVAPORATIVE COIL ONLY		
CLOSET LOCATION	EACH	\$225
ATTIC LOCATION	EACH	\$325
CONDENSOR COIL ONLY	EACH	\$100

*

Leo Fuentes
[Signature]
 05/08/07

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
PRICE ANALYSIS
AIR PLUS

ITEM	PER	NEGOTIATED PRICE
EVAPORATIVE COIL AND CONDENSOR		
CLOSET LOCATION	EACH	\$325
ATTIC LOCATION	EACH	\$425
AIR RETURN		
CLOSET LOCATION	EACH	\$45
ATTIC LOCATION	EACH	\$45
WU Cleaning	EACH	\$85
HEAT PUMP CLEANING	EACH	\$85
		\$73,171

LEO PUELLERD

 05/08/07

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-07-**

THIS CONTRACT is made and entered into this ___ day of ___, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ ("Company") a Texas Corporation.

WHEREAS, Company responded to advertised notices for proposals for **Purchase and Disposal of Window Air Conditioning Units** " (the "Services") for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a proposal to provide services in accordance with specifications as proposal, as copy of such specifications is attached hereto as Exhibit "A" 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 Hidalgo 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 within the County of Hidalgo Community Service Agency of Hidalgo County, Texas, This Contract does not extend to any third party or benefits conferred in any manner hereunder or otherwise.

2. Company hereby agrees 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 the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on ___, 2007 and end on ___, 200

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

6. Company shall ensure that no funds under this Contract are used, directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from testifying to any member of its governing body upon request or to any other local or state official or employee or to any person with information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way to fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

Company shall provide insurance in force on all its vehicles and all persons (Workers' Compensation) 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.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in CEAP and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and documentation made readily available for review by County.

13. Company shall give County complete access to all records, employees and agents for the purpose of monitoring or investigating the CEAP program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse. Company shall immediately notify the County of any identified waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of Contract or law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. Company shall defend 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. Company shall cover any act or failure to act by the Company, its agents or employees.

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

18. 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 manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. 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:

20. 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.

21. 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.

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written administrative code amendment hereto, and shall become effective on the date designated by such law or regulation.

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: TDHCA, from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirements under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the event of an emergency, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

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

25. Except as specifically authorized by the agency or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and disburse the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contracts terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

1. Meet schedule;
2. Pay any required taxes; or
3. Perform in accordance with the specifications.

34. All contractors and subcontractors in excess of \$2,000 for construction or repair must comply with the Copland "anti-lockback" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR part 3). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Labor and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company..

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those from whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Federal Contract Compliance Programs, Equal Employment Opportunity, and Departmental Labor."

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency (ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

The Federal Government has the right to:

- (1) obtain, reproduce, publish or otherwise use the data first produced under an award: and
- (2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. TDHCA, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

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

By: _____
Juan De Dios Salinas III, Hidalgo County

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY: .

By: _____

Printed Name _____

Title: _____

Approved on Commission Court _____

APPROVED AS TO FORM
Atlas & H., L.L.P.

By: _____

AI-3751

17.I.1.

standing item

CC REGULAR

Date: 05/15/2007

Submitted By: Neilda Cavazos, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Co. Wide

Information

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

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/03/2007 02:32 PM	APRV
2	Purchasing Department	Marty Salazar	05/03/2007 05:52 PM	APRV
3	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Neilda Cavazos			Started On: 05/03/2007 10:15 AM	
Final Approval Date: 05/11/2007				

AI-3812

17.J.1.

HIDALGO COUNTY PRECINCT NO 2

CC REGULAR

Date: 05/15/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.2

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Change Order #1 for "COUNTRY LIVING ESTATES Subdivision" C-CAP-06-009-03-13 for material and work adjustments in the amount of \$35,453.00 (decrease) as presented by project engineer is R. Gutierrez Engineering Corporation for contractor IOC Construction under the Border Colonia Access Program Project(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1311-431-00-122-199-1-733

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$43,096.54 as of 5/11/07.

FISCAL YEAR:

ACCT. #: 7-1311-431-00-122-199-1-734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$116,520.26 as of 5/11/07.

Attachments

Link: [3812](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department	Marty Salazar	05/09/2007 05:38 PM	APRV
2	Budget & Management	Dina Trevino	05/10/2007 03:11 PM	APRV
3	Dale Kennan	Dale Kennan	05/11/2007 08:55 AM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Laura Moya			Started On: 05/09/2007 02:11 PM	
Final Approval Date: 05/11/2007				




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 No2
Charlie Contreras, Precinct 2 Special Projects Coordinator
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

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

DATE: 9 May 2007 -

Subject: Approval of Change Order No.1 - Country Living Estates, Round II Project -
CSJ: 2C1080199

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 15th May, 2007.

Approval to accept Change Order No.1 for Country Living Estates, CSJ: 2C1080199 a Round II Colonias Access Program project. The change order calls for a net decrease of (\$35,453.00). The colonias project is carried by R. Gutierrez Engineering, Inc. and the project contractor is IOC, LLC. TXDOT has concurred on the change order.

If you have any questions, please advice.

Thanks,

memo purchasing change order 1 country living estates i may07

CHANGE ORDER NUMBER ONE (1)

PROJECT: COUNTRY LIVING ESTATES No.1 SUBDIVISION

DATE OF ISSUANCE: April 25, 2007 **EFFECTIVE DATE:** April 25, 2007

OWNER: HIDALGO COUNTY PRECINCT NO. 2

OWNER's Contract No.: C-CAP-07-009-03-13

CONTRACTOR: IOC Construction **ENGINEER:** R. Gutierrez Engineering Corporation

P.O. Box 4737 190 E. Park Ave.

Edinburg, TX 78640 Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. 247 ITEM Flexible Base will be supplied by Hidalgo County
2. 402 ITEM 232 LF of Trench Excavation was reduced on 55 LF for a new total of 277 LF
3. 464 ITEM 140 LF of 18" RCP CL III was removed
4. 464 ITEM 24" RCP CL III was increased from 163 LF to 277 LF for a net increase of 114 LF
5. 465 ITEM 2 Curb Inlets were removed
6. 467 ITEM 4 Safety End Treatment were removed

Reason for Change Order:

1. Caliche base material will be supplied by Hidalgo County Precinct # 2
2. Trench excavation was reduced because Hidalgo County Precinct No.2 will be installing part of the storm sewer
3. 140 LF of 18" RCP will be installed by the Hidalgo County Precinct No.2
4. 114 LF of 24" RCP was added to meet field conditions
5. 2 Curb Inlets will be installed from the Hidalgo County Precinct No.2
6. 4 Safety End Treatment will be installed from the Hidalgo County Precinct No.2

Attachments:

Change In Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price	\$ 285,110.71	Original Contract Time for	
Net Changes from previous Change Order	\$ 0.00	Substantial Completion:	105 calendar days or dates
Contract Price prior to this Change Order	\$ 285,110.71	Net change from previous Change Order	0 calendar days
Net Increase (decrease) of this Change Order	\$ (35,453.00)	Contract Time prior to this Change Order	
Contract Price with all approved Change Orders	\$ 229,657.71	Substantial Completion:	105 calendar days or dates
Net % Increase (decrease) from original contract price.	(13.40) %	Net Increase (decrease) of this Change Order	0 calendar days
		Contract Time with all approved Change Orders	
		Substantial Completion:	105 calendar days or dates

RECOMMENDED:
By: [Signature] P.E.
Engineer (Authorized Signature)
Date: 4/25/07

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Date: 4/26/07

CONCURRENCE:
By: [Signature]
TxDOT (Authentic Signature)
Date: 4/30/07

AI-3833

17.K.1.

**CAP Pct 3-Change Order #1-Hilda Subdivision-S&G
Paving-CSJ:2C1080325-CAP-06-006-11-01**

CC REGULAR

Date: 05/15/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Laura Moya

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP Pct.3

Information

CAPTION

Requesting approval of CHANGE ORDER NO. 1 - (NET DECREASE) in connection with Contract No. CAP-06-006-11-01 -"ROAD CONSTRUCTION OF HILDA SUBDIVISION"-PRECINCT NO. 3 a(BORDER COLONIA ACCESS PROJECT) in the amount of \$ <64,061.00> awarded to S & G PAVING COMPANY

BACKGROUND

CHANGE ORDER NO. 1

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-123-325-1-734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$32,565.88 as of 5/11/07. Change Order #1 for a decrease in the amount of \$64,061.00.

Attachments

Link: CAP Pct 3-Change Order #1-Hilda Subdivision-S&G
Paving-CSJ:2C1080325-CAP-06-006-11-01

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department	Marty Salazar	05/09/2007 05:48 PM	APRV
2	Budget & Management	Dina Trevino	05/10/2007 03:15 PM	APRV
3	Dale Kennan	Dale Kennan	05/11/2007 10:44 AM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Letty Saenz			Started On: 05/09/2007 04:47 PM	
Final Approval Date: 05/11/2007				



Hidalgo County
Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Jose M Flores, Hidalgo County Precinct 3
Norma Ceballos, HCCAP Precinct 3 Coordinator
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

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

DATE: 9 May 2007

Subject: Court Approval of Change Order 1; Hilda Subdivision, CSJ: 2C1080325 -
Round II Colonia Access Program Project

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 15th May 2007.

Request Court approval to accept Change Order No.1 for a Border Colonias Access Program project Hilda Subdivision - CSJ: 2C1080325. The change order calls for a net decrease in the amount of (\$24,210.00). The project engineer is Hinojosa Engineering, Inc. and the project contractor is S&G Paving.

If you have any questions, please advice.

Thanks,

memo purchasing change order 1 hilda subdivision may07

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683



Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

May 7, 2007

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 East State Street
Pharr, TX 78577

Dear Mr. Vargas:

Thank you for providing a copy of Change Order #1 for Hidalgo County's 2nd-call Border Colonia Access Program project 2C1080325, Hilda Subdivision. The change order reconciles items to revised construction drawings, and we will provide a TxDOT concurrence signature after the County has approved it.

Sincerely,

Sharon Slagle
Pharr District Colonia Program Manager

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

CHANGE ORDER

NO. 1

PROJECT: Road Construction of Hilda Subdivision **DATE OF ISSUANCE:** 4/23/2007
OWNER: Hidalgo County Precinct No.3 **OWNER'S PROJECT NO.:** CAP-06-008-11-01
ADDRESS: 724 North Breyfogle Road
 Mission, Tx 78572
CONTRACTOR: S&G Paving **ENGINEER:** Hinojosa Engineering, Inc
ADDRESS: 525 C. N. 23rd Street
 McAllen, TX 78501
CONTRACT FOR: \$265,211.58 **ENGINEER'S PROJECT NO.:** 06-210

You are hereby directed to make the following changes in the Contract Documents.

Description: Reconciliation of items to revised construction drawings.

Purpose: Final Quantitative Adjustments.

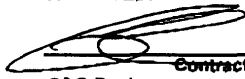
Attachments: 1. Tabulation of items to be reconciled.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price: <u>\$265,211.58</u>	Original Contract Time: <u>90 working days</u> days
Previous Change Order No.s: <u>0</u> <u>\$0.00</u>	Change from Previous Change Orders <u>0 working days</u> days
Contract Price prior to this Change Order <u>\$265,211.58</u>	Contract Time prior to this Change Order <u>0 working days</u> days
Net Decrease of this Change Order <u>\$64,061.00</u>	Net Increase of this Change Order <u>0 working days</u> days
Contract Price with all approved Change Orders <u>\$201,150.58</u>	Contract Time with all approved Change Orders <u>90 working days</u> days

APPROVED:

 Owner Date
 Hidalgo County Judge

APPROVED:


 Contractor Date
 S&G Paving 4-23-07

APPROVED:

 Date
 Texas Dept. of Transportation

RECOMMENDED:


 Engineer Date
 Hinojosa Engineering, Inc. 4-23-07


CONTRACT CHANGE ORDER

Contract No. CAP-06-006-11-01 Date: April 23, 2007
 Change Order No. 1 Project: Road Construction of Hilda Subd
 To: S&G Paving Location: Hidalgo County, TX

You are hereby requested to comply with the following changes from the contract plans and/or specifications:


Item No.	Description of Changes	Decrease in Contract	Increase in Contract
262	Lime Treatment for Base Course	\$8,095.00	
262	Lime (TY A Slurry), (TY B or TY C)	\$4,560.00	
310	Prime Coat (MC-30)	\$603.00	
340	Asphalt Concrete Pavement Type "D"	\$7,080.00	
464	RCP CL III (18")	\$2,520.00	
464	RCP CL III (15")	\$37,752.00	
467	Safety End Treatment	\$1,000.00	
529	Valley Gutter	\$936.00	
529	Concrete Curb and Gutter		\$24,210.00
5249	Temporary Sediment Control Fence (Install)	\$20,580.00	
5249	Temporary Sediment Control Fence (Remove)	\$5,145.00	
	Total Decrease	\$82,656.00	
	Total Increase		\$24,210.00
	Net Decrease in Contract Price	\$64,061.00	

The sum of **\$ 64,061.00** is hereby deducted from the total contract price of **\$ 265,211.58**, and the total adjusted contract price to date is **\$ 201,150.58**. The time for completion of the contract is 90 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by:  Date: 4-23-07
S&G Paving.

Recommended by:  Date: 4-23-07
Hinojosa Engineering, Inc.

Approved by: _____ Date: _____
Hidalgo County Judge

Approved by:  Date: 4/30/07
Texas Dept. of Transportation

Note: Please refer to page 3 for description of changes in quantities and unit prices.

**RFQ SHERIFF'S OFFICE SUBSTATIONS -PRESENTATION OF GRADING/SCORING GRID
CC REGULAR**

Date: 05/15/2007
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

A. Presentation for discussion, consideration and acceptance (for the purposes of ranking) of the grading/scoring grid for the Statements of Qualifications received in response to Hidalgo County's Request for Qualifications (RFQ) No: 2007-081-04-18-MSS for: Architectural Services for the Design and Construction of Sheriff's Office Substations in the areas of Precinct No. 1 and No. 3;

- 1. _____;4. _____;
- 2. _____;5. _____;
- 3. _____;6. _____;

B. Requesting authorization for the Purchasing Department to negotiate an architectural services (AIA format) contract with the number (1) ranked firm of _____ for RFQ No: 2007-081-04-18-MSS for: Architectural Services for the Design and Construction of Sheriff's Office Substations in the areas of Precinct No. 1 and No. 3

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1336-421-00-280-036-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Purchasing Department	Marty Salazar	05/09/2007 05:37 PM	APRV
2	Budget & Management	Dina Trevino	05/10/2007 03:10 PM	APRV
3	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Moises Salazar			Started On: 05/09/2007 01:48 PM	
Final Approval Date: 05/11/2007				

AI-3837

17.L.2.

Sheriffs Vehicles

CC REGULAR

Date: 05/15/2007
Submitted By: Ramon Vela, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Purchasing only: Sheriff's Office

Information

CAPTION

Request Authority to Purchase sixty-one (61) vehicles, trucks and /or heavy equipment utilizing our membership with HGAC, TBPC, TASB Buyboard; whichever is in the County's Best Interest.

NOTE: Funding for Purchase will be addressed on this agenda by the office of Budget and Management through Financing options for consideration and action by Commissioners' Court.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/10/2007 03:26 PM	APRV
2	Sergio Cruz	Sergio Cruz	05/10/2007 03:36 PM	APRV
3	Purchasing Department	Marty Salazar	05/10/2007 04:29 PM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Ramon Vela			Started On: 05/10/2007 09:18 AM	
Final Approval Date: 05/11/2007				

Certification of WC Claims paid by Tristar Risk Management
CC REGULAR

Date: 05/15/2007
Submitted By: Flora Vazquez, SAFETY/WORKERS' COMP. DIVISION
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Information

CAPTION

Fund 2202 - Workers' Compensation Self-Insurance
Approval of reimbursement to the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of \$ 49,267.94 for the period of 04/16-30/07 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: [Certification of WC Claims paid by Tristar Risk Management](#)
Link: [Invoice & Breakdown by Organization](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 11:35 AM	APRV
2	Erika Reyna	Erika Reyna	05/09/2007 01:29 PM	APRV
3	Purchasing Department	Marty Salazar	05/09/2007 05:24 PM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Flora Vazquez			Started On: 05/08/2007 03:42 PM	
Final Approval Date: 05/11/2007				

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: April 16-30, 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 \$ 49,267.94.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 315589 thru 315778) on behalf of injured employees from 04/16/2007 to 04/30/2007 :

- | | | |
|-----|-------------------------------------|---------------------|
| 1). | Hidalgo County | \$ <u>37,975.38</u> |
| 2). | Hidalgo County Headstart Program | \$ <u>11,292.56</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 \$ 49,267.94

Budget Office/Workers' Comp. Division is requesting approval of this payment on the Commissioners' Court Agenda of May 15, 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) \$ 220,732.06

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

May 1, 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: 13307

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billing for losses paid 49,267.94
4/16/07 to 4/30/07 are in accordance with our contact with Hidalgo County Exhibit A,
dated July 1st. (Check# 315589-315778)

TOTAL CURRENT CHARGES \$ 49,267.94

Previous Balance Due \$109,345.75

Payments and Credits

04/24/07 Payment received - thank you 70,724.56CR

Total Payments and Credits \$ 70,724.56CR

Total Balance Due \$ 87,889.13

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6682

INVOICE RECEIVED BY: [Signature] on 5-07-07
GOODS/SERVICES RECEIVED BY: [Signature] on 5-07-07

2007 MAY 7 PM 1 11
HIDALGO COUNTY
WORKERS' COMP.

Custom Payment Total

Hidalgo County WC Losses Paid 4/16/07 to 4/30/07

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:									106	11,292.56
Alternate Organization 1 : Hidalgo County										
Alternate Organization 1 Total:									283	37,975.38
Grand Total:									389	49,267.94

HIDALGO COUNTY
WORKERS COMP.
2007 MAY 7 PM 1 11

AI-3790

18.B.

Hidalgo County Drug and Alcohol Policy

CC REGULAR

Date: 05/15/2007
Submitted By: Rosie Luna, SAFETY/WORKERS' COMP. DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Information

CAPTION

Safety Division:
Discussion and action on adopting the U.S. Department of Transportation Standards for a positive report of alcohol defined as a detectable amount by the current Hidalgo County Drug and Alcohol Policy.

BACKGROUND

Fiscal Impact

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

No attachments at this time. Supporting documentation will be distributed in court (as per Rosie L.)

Attachments

No file(s) attached.

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 04:25 PM	APRV
2	Dale Kennan	Dale Kennan	05/10/2007 10:04 AM	APRV
3	Purchasing Department	Marty Salazar	05/10/2007 04:41 PM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Rosie Luna			Started On: 05/08/2007 04:44 PM	
Final Approval Date: 05/11/2007				

AI-3834

18.C.

Crime Victims Liason Grant

CC REGULAR

Date: 05/15/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Sheriff's Office:
Discussion, consideration and approval to increase General Fund funding of Crime Victim Coordinator grant in the amount of \$435.00.

BACKGROUND

Increased General Fund funding is needed to reduce percentage of salary and related fringes charged to the grant from 88.5% to 85.4% to keep grant expenses within the \$39,000.00 grant award.
Funding will be from lapsed Sheriff's Office salaries and fringes.
Grant Period ends August 31, 2007.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Sergio Cruz	Sergio Cruz	05/10/2007 02:31 PM	APRV
2	Budget & Management	Dina Trevino	05/10/2007 03:16 PM	APRV
3	Purchasing Department	Marty Salazar	05/10/2007 04:37 PM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Sergio Cruz			Started On: 05/09/2007 04:48 PM	
Final Approval Date: 05/11/2007				

AI-3816

18.D.

Inter-department Transfer

CC REGULAR

Date: 05/15/2007
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 inter-departmental transfer (1100) for the Information Technology Dept from program 002 to 001 and from object code 745 to 746 in the amount of \$2,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-432-00-121-001-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 5-10-07 \$1,500.00.

Attachments

Link: [3816 Inter-dept IT Dept. 5-15-07](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 05:22 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/10/2007 09:47 AM	APRV
3	Dina Trevino		05/11/2007 04:55 PM	NEW
Form Started By: Edna Kirby		Started On: 05/09/2007 02:59 PM		
Final Approval Date: 05/11/2007				

INTER-DEPARTMENTAL TRANSFER

DATE: May 9, 2007

AI 3816

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Department

ACCOUNT NUMBER: 7-1100-415-00-200-00X-0-74X

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration 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:		
7-1100-415-00-200-002-0-745	Computer Dept.- Computer Equipment	(2,000.00)
TO:		
7-1100-415-00-200-001-0-746	Info. Tech Dept.- Office Furniture	2,000.00
Total Budget Increase/Decrease		0.00

REASON: Create Object to cover expenses.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-3836

18.E.

Inter-fund Transfer

CC REGULAR

Date: 05/15/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interfund transfer from C.O. Series 2006 (1336) to Capital Outlay (1301) in the amount of \$810.19.

BACKGROUND

To fund the re-classification of PO #581117 for the Bennett Building Account.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 1336-419-40-220-027-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 5-10-07 \$667,771.50.

Attachments

Link: [1301-transfer](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Sergio Cruz	Sergio Cruz	05/10/2007 10:49 AM	APRV
2	Ivan Cantu	Ivan Cantu	05/10/2007 11:34 AM	APRV
3	Budget & Management	Dina Trevino	05/10/2007 03:24 PM	APRV
4	Purchasing Department	Marty Salazar	05/10/2007 04:37 PM	APRV
5	Auditor's Office		05/11/2007 04:55 PM	NEW
Form Started By: Sergio Cruz			Started On: 05/09/2007 04:55 PM	
Final Approval Date: 05/11/2007				

AI-3761

18.F.

**Interfund Tranfer from R & B Pct. 1 to Elkins Property
CC REGULAR**

Date: 05/15/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of interfund transfer from Precinct 1 Paved & Unpaved Roads (1201) to the General Fund (1100) for the Elkins Property in the amount of \$850.00.

BACKGROUND

Transfer needed to pay for appraisal services provided by Leonel Garza & Associates.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1201-431-00-121-005-0-679
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 5-4-07 is \$9,177.34

Attachments

Link: [3761-Inter-Fund Pct. 1-5-15-07](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/04/2007 03:37 PM	APRV
2	Dale Kennan	Dale Kennan	05/04/2007 04:27 PM	APRV
3	Purchasing Department	Marty Salazar	05/09/2007 05:06 PM	APRV
4	Auditor's Office	Janie Lozano	05/11/2007 01:23 PM	APRV
5	Janie Lozano	Janie Lozano	05/11/2007 01:57 PM	APRV
6	Linda Fong		05/11/2007 04:55 PM	NEW
Form Started By: Ivan Cantu			Started On: 05/04/2007 03:03 PM	
Final Approval Date: 05/11/2007				

AI-3787

18.G.

Demolition/Renovation for Hidalgo County Adult Probation Facility

CC REGULAR

Date: 05/15/2007
Submitted By: Rosie Luna, SAFETY/WORKERS' COMP. DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Information

CAPTION

1. Discussion and consideration to accept terms and conditions for the settlement of Case No. 200702421-a (Hidalgo County Adult Probation Facility Demolition / Renovaton located at 3100 South Business 281, Edinburg, Texas).

2. Requesting authorization for County Judge to sign accepting terms and conditions as stated in Agreed Order (Docket No. A10190-560-2007).

BACKGROUND

Documents to be handed out at Commissioners Court

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/09/2007 04:21 PM	APRV
2	Sergio Cruz	Sergio Cruz	05/10/2007 09:26 AM	APRV
3	Purchasing Department	Marty Salazar	05/10/2007 04:41 PM	APRV
4	Auditor's Office		05/11/2007 04:55 PM	NEW

Form Started By: Rosie Luna
Started On: 05/08/2007 04:09 PM
Final Approval Date: 05/11/2007

AI-3841

18.H.

financing options - vehicles for sheriff

CC REGULAR

Date: 05/15/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration and action on funding and/or options for the purchase of Sheriff's Department Vehicles.

BACKGROUND

Previously on CC agenda on 5/8/07 -- no action taken.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management	Dina Trevino	05/11/2007 03:55 PM	APRV
2	Purchasing Department		05/11/2007 04:55 PM	NEW

Form Started By: Monica Badillo Started On: 05/11/2007 11:44 AM
Final Approval Date: 05/11/2007

UPL

CC REGULAR

Date: 05/15/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

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/____/2007 amount not to exceed \$ _____
 check register 05/____/2007 amount not to exceed \$ _____
 2. Approval of wire transfer to cover the claims to be paid.

BACKGROUND

Fiscal Impact

Attachments

Link: [upl](#)
 Link: [upl](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Damaris San Miguel	Damaris San Miguel	05/11/2007 03:44 PM	APRV
2	Court Administrator	Monica Badillo	05/11/2007 03:52 PM	APRV
3	Budget & Management		05/11/2007 04:31 PM	NEW
4	Purchasing Department		05/11/2007 04:31 PM	
5	Auditor's Office		05/11/2007 04:31 PM	
6	Court Administrator		05/11/2007 04:31 PM	

Form Started By: Damaris San Miguel Started On: 05/11/2007 03:41 PM
 Final Approval Date: 05/11/2007

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 5-15-07 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 \$ 56,717.87
(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 \$ 56,717.87 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.

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: *Lauren J. ...* 5-8-07
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:

Date: 05-08-2007

Providers' Invoices, from 05-15-2007 to 05-15-2007

Page 10

Name: VALLEY EYE CENTER I.H.C.Code: 41431 TaxNo: 241431

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00000480	45.47	05-15-07	10-09-06	882357	N	44117044
00000479	97.33	05-15-07	10-16-06	903124	N	44117044
Total	142.80		Invoices	2		

Name: VALLEY MEDICAL GRP. PLLC I.H.C.Code: 18189 TaxNo: 218189

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00002100	97.44	05-15-07	12-03-06	786679	N	44105046
Total	97.44		Invoices	1		

Name: VALLEY RADIOLOGTS & ASSOC I.H.C.Code: 40117 TaxNo: 240117

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00002581	49.20	05-15-07	12-26-06	013790	N	44105046
00002586	70.21	05-15-07	12-21-06	017014	N	44117044
00002584	9.04	05-15-07	12-29-06	11474A	N	44105046
00002587	29.79	05-15-07	12-21-06	217921	N	44105046
00002588	39.89	05-15-07	12-21-06	217921	N	44117044
00002589	29.52	05-15-07	12-26-06	217921	N	44105046
00002590	346.51	05-15-07	12-26-06	217921	N	44117044
00002591	71.80	05-15-07	12-26-06	217921	N	44105046
Total	645.96		Invoices	8		

Name: VISWAMIRTA, SAROJA MD I.H.C.Code: 41814 TaxNo: 241814

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00000009	71.01	05-15-07	08-02-06	820995	N	44117044
Total	71.01		Invoices	1		

Name: WEST VALLEY RADIOLOGY ASS I.H.C.Code: 08811 TaxNo: 308811

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00000948	20.75	05-15-07	10-20-06	969006	N	44105046
Total	20.75		Invoices	1		

Name: ZIEDONIS, JENNIFER E. I.H.C.Code: 48606 TaxNo: 248606

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00000017	80.58	05-15-07	12-24-06	597762	N	44117044
Total	80.58		Invoices	1		

GndTotal 56,717.87 Number of Invoices 153

Indira A. Macias

Hidalgo County Indigent Health Care Program

Date: Tue May 08, 2007

Diskette Report Completed for 05-15-2007 to 05-15-2007

Number of Invoices: 153

Total Amount to Pay: \$56,717.87

Time Elapsed: 00:00:03

Drive, Path & Filename: C:DiskRept.ven

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 5-16-07 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 \$ 434,790.56
(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 \$ 434,790.56 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.

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: Robert F. Armiento 5-8-07
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:

Date: ~~05-08-2007~~

Providers' Invoices, from ~~05-16-2007~~ to ~~05-16-2007~~

Page ~~88~~

Name: ~~WEST VALLEY RADIOLOGY ASS~~ I.H.C.Code: ~~08811~~ TaxNo: ~~308811~~

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00000946	96.00	05-16-07	02-24-07	015262	N	44105046
Total	96.00	Invoices	1			

Name: ~~WOMENS HEALTH SPECIALISTS~~ I.H.C.Code: ~~78513~~ TaxNo: ~~278513~~

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
0000097	81.06	05-16-07	02-20-07	002095	N	44105046
0000096	10.47	05-16-07	02-20-07	014764	N	44105046
Total	91.53	Invoices	2			

Name: ~~YAZJI, MONZER H. MD&ASSO~~ I.H.C.Code: ~~38295~~ TaxNo: ~~238295~~

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00008120	28.78	05-16-07	03-15-07	001347	N	44117044
00008121	28.78	05-18-07	03-19-07	005653	N	44117044
00008125	40.42	05-16-07	03-12-07	006950	N	44117044
00008128	40.42	05-16-07	03-08-07	014156	N	44117044
00008129	10.12	05-16-07	03-08-07	014156	N	44105046
00008126	28.78	05-16-07	03-14-07	063857	N	44117044
00008118	11.44	05-18-07	03-16-07	391589	N	44117044
00008122	34.84	05-16-07	03-19-07	686447	N	44117044
00008123	83.17	05-16-07	03-19-07	686447	N	44105046
00008127	28.78	05-16-07	03-14-07	710405	N	44117044
00008117	40.42	05-16-07	03-20-07	740252	N	44117044
Total	375.95	Invoices	11			

GndTotal ~~434,790.56~~

Number of Invoices: ~~3226~~

Land a Made

Hidalgo County Indigent Health Care Program

Date: Tue May 08, 2007

Diskette Report Completed for 05-16-2007 to 05-16-2007

Number of Invoices: 3,226

Total Amount to Pay: \$434,790.56

Time Elapsed: 00:00:17

Drive, Path & Filename: C:DiskRept.ven

AI-3847

18.J.

Elections-New voter registration software

CC REGULAR

Date: 05/15/2007
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Elections Dept.:

1. Approval of appropriation of funds for C.O., 2004-Elections Dept. in the amount of \$206,828.59.
2. Approval of interdepartmental transfer from C.O., 2004 - B&G to C.O., 2004 - Elections in the amount of \$6,171.41

BACKGROUND

206,828.59 + 6,171.41= 213,000.00 to purchase new voter registration software approved by CC 05/01/2007

Fiscal Impact

Attachments

Link: [Budget Amendment](#)

Link: [interdept. transfer](#)

Form Routing/Status

<u>Route Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1	Budget & Management (Originator)	Dina Trevino	05/11/2007 04:22 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	05/11/2007 04:34 PM	APRV
3	Dina Trevino		05/11/2007 04:55 PM	NEW

Form Started By: Dina Trevino
Started On: 05/11/2007 04:09 PM
Final Approval Date: 05/11/2007
