

AI-5743

8.A.

**Amendment - Rio Metro
CC REGULAR**

Date: 10/02/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Requesting approval to amend the 2007 Subrecipient Agreement approved by Commissioners' Court on July 3, 2007 (AI-4422) for the Lower Rio Grande Development Council, Rio Metro Transportation from \$ 59,000 to \$ 84,000. The additional \$25,000 from Precinct 1 will allow for new intercity feeder routes throughout Precinct 1 utilizing Urban County Program Year 20 (2007) Precinct 1 Transportation Services funds.

BACKGROUND

Pct. #1 requests approval to amend the 2007 Subrecipient Agreement for the LRGVDC Rio Metro Transportation Services to provide an additional \$25,000 to an existing \$59,000 contract for new intercity feeder routes throughout the Precinct No. 1 area.

Attached is Precinct No. 1 staff recommendation and revised Pct 1 exhibits.

Subrecipient: LRGVDC Rio Metro
Original Contract Amount: \$59,000.00
Amended Contract Amount: \$84,000.00
Funds Available: \$25,000.00 (Pct. #1 Transportation Services Year 20 2007)

Fiscal Impact

Attachments

Link: [Amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/26/2007 02:59 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/26/2007 03:17 PM	APRV
3	Purchasing Department	Marty Salazar	09/28/2007 12:44 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 03:36 PM	APRV
5	Martha Salazar		09/28/2007 05:58 PM	NEW

Form Started By: Estella Webber
Started On: 09/26/2007 09:49 AM

Final Approval Date: 09/28/2007

Exhibit A
Statement of Work

City: Rio Metro / Pct.: 1

Describe the type and amounts of services provided by your agency that will result from the use of grant Funds. (Please explain in detail. If additional space is needed, use additional paper.)

The funding of \$50,000.00 will:

Will fund the salary for 20 Rio Metro Drivers

The following services will be performed in this manner:

Urban Public Transportation for all of Hidalgo County

The following services will be expanded/added as a result of CDBG funds:

Urban Public Transportation for all of Hidalgo County with the Rio Metro flexible route and new Intercity feeder routes.

The following type of beneficiaries will be served:

Mid/low Mod. Public in Hidalgo County

The services will be provided at the following address and/or location(s):
All of Hidalgo County.

Exhibit B-1
Grant Budget
 City: Rio Metro / Pct.:1.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Personnel (up to 20 Drivers), Salary, & Fringes pay rate from \$9.62 an hour to \$11.00 an hour	\$ 50,000.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 50,000.00

EXHIBIT B-2
PAYMENT SCHEDULE
City: Rio Metro / Pct.: 1

2007 - 2008 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
JULY	\$ 15,000.00	
AUGUST	\$ 10,000.00	
SEPTEMBER	\$	
OCTOBER	\$	
NOVEMBER	\$	
DECEMBER	\$ 10,000.00	
JANUARY	\$ 15,000.00	
FEBRUARY	\$	
MARCH	\$	
APRIL	\$	
MAY	\$	
JUNE	\$	
TOTALS:	\$	

**Exhibit C
Schedule of Activity**

Subrecipient hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed Subrecipient contract time frame of eleven months from contract date.

2007 - 2008 For the months of...	Number of Beneficiaries	Services
July 2007	200-800	Rio Metro Flexible routes & Rio metro Intercity feeder routes.
August 2007	200-800	Rio Metro Flexible routes & Rio metro Intercity feeder routes.
September 2007		
October 2007		
November 2007		
December 2007	200-800	Rio Metro Flexible routes & Rio metro Intercity feeder routes.
January 2008	200-800	Rio Metro Flexible routes & Rio metro Intercity feeder routes.
February 2008		
March 2008		
April 2008		
May 2008		
Total Unduplicated Year:		

AI-5736
MOUs with ISDs
CC REGULAR

9.A.

Date: 10/02/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval of the Memoranda of Understanding (MOU) for the School Readiness Integration Plan Pre-Kindergarten Grant Program with School Districts

BACKGROUND

Policy Council Approval: 09-19-07

Fiscal Impact

Attachments

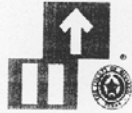
Link: [MOUs with ISDs](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/26/2007 03:23 PM	APRV
2	Dale Kennan	Dale Kennan	09/26/2007 03:47 PM	APRV
3	Purchasing Department	Marty Salazar	09/27/2007 01:25 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 11:00 AM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:12 PM	APRV

Form Started By: Linda Galaviz
Started On: 09/25/2007 03:56 PM

Final Approval Date: 09/28/2007



Hidalgo County Head Start Program

Policy Council Agenda

DATE: September 19, 2007

SUBJECT: Discussion/Approval of the Memoranda of Understanding (MOU) for the School Readiness Integration Plan Pre-kindergarten Grant Program with School Districts

RATIONALE/NEED: The school districts are now required to collaborate with the local Head Start Program and/or child development centers as part of their Pre-Kindergarten Expansion Grant proposal to the Texas Education Agency. The districts will be providing assistance to our program in a variety of ways.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Memorandum of Understanding with the School Districts

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: *Teresa Flores*

MEMORANDUM OF UNDERSTANDING
Between
Neighborhood Centers Inc.
And
Texas Early Education Model (TEEM) Partners

This Agreement is entered into as of the 1st day of August, 2007 by and between Neighborhood Centers Inc., (hereinafter called NCI) and Partners participating in the Texas Early Education Model Project, to integrate early childhood education program services within communities to enhance children's school readiness while balancing cognitive development with recognizing their social/emotional development.

SERVICES TO BE PROVIDED

NCI agrees to provide the Partner with the following relative to this agreement:

- Project Coordinator Mentor will establish a meeting calendar with partners that is not based on frequency of meetings, but qualitative outcomes as recognized by each partner, Head Start, Childcare and Title I Pre-K. The calendar will serve to ensure the goals of Certification, Sustainability and Integration.
- Eligibility enrollment requirements will be determined by the respective partners, Childcare, Head Start and Title I Pre-K. Specific requirements will be clearly documented to all partners. When there is question/concern about a requirement, Project Coordinator Mentor will facilitate a resolution.
- Food service policies are the responsibility of each partner. Each partner has established criteria for its program. Food service for children will remain the responsibility of the partner that enrolls the child. However, food service for the teacher may be negotiated. When negotiation is necessary, it will be clearly documented to all partners.
- Project TEEM staff, Project Coordinator Mentor, Project Facilitator Mentor and Project Mentors will develop program calendars based on their work with teachers in the partnership. Successes will be highlighted, activities will be announced, and partners will see evidence of collaboration.
- Ann Hilbig, NCI Vice President of Programs and Amanda Gorner, NCI Head Start Director, bring their extensive and diverse experience to lead the project in identifying and garnering community resources. Project TEEM staff will follow the leadership and develop resources that are identified.
- Project Coordinator Mentor and Project Facilitator Mentor will use a variety of local, state and national forums to present the project.

In addition, NCI agrees to the following for the implementation of TEEM within classrooms:

- Take ownership and responsibility for the project by carefully monitoring its health, celebrating successes, identifying problems/obstacles and overcoming them as they arise during implementation.
- Designate a Project Coordinator Mentor.
- Support principals/center directors in fulfilling their designated responsibilities.
- Provide equipment needed by teachers to view the eCIRCLE on-line professional development course.
- Support data collection where applicable.

- Support the work of the Texas School Readiness Certification System and ensure the identification of a contact person in the ISD research departments to work with the State Center.
- Consider possible waivers for local assessments that are similar in nature to the PDA assessments. This will allow for uniformity and will lower the conflict of multiple assessments

The State Center agrees to provide the following to NCI relative to this agreement:

- The availability of the State Center Director, Susan Landry, Ph.D., and Associate Director, Susan Gunnewig, M.Ed.
- A dedicated full-time TEEM State Center Project Manager with prior TEEM experience.
- Site visits by seasoned and informed State Center Liaisons.
- A panel of knowledgeable experts to offer consultation to partnerships on integration and sustainability of early care and education.
- A resource guide for best approaches to community integration and sustainability of early care and education.
- Annual summit to focus on the successes, challenges and concrete steps to integration and sustainability.

The State Center agrees to provide the following for the implementation of TEEM within classrooms:

- The materials and expert training needed to understand and implement the program.
- A state-of-the-art online professional development program for early educators with a focus on teachers who work with three and four year olds. Extensive research which documents how our core professional development program has greatly improved children's ability to hear sounds in words, language development, and overall cognitive readiness for kindergarten. Content experts and a 20-hour a day help desk are provided.
- Equipment, tools, and training for monitoring your children's progress to inform instruction in program classrooms.
- Research-based curriculum, books, and School Readiness kit.
- The salary for one Project Coordinator Mentor to work in classrooms to support teachers in developing teaching strategies and in becoming expert on-line learners, and to conduct fact-to-face meetings. The salary for a Project Facilitator Mentor to conduct mentoring activities half time and to provide administrative support half time. The salary of additional Project Mentors for every 15 to 20 classrooms funding the key instructional components of research-based curriculum, the on-line professional development, and progress monitoring.

The Partners agree to provide the following for the implementation of TEEM within classrooms:

- Support all efforts for sustainability and integration.
- Support teachers in arranging their schedules so they can attend trainings and meetings throughout the school year.
- Ensure that teachers deliver three (3) hours of cognitive classroom instruction per day with an opportunity to plan for daily instruction.
- Encourage teachers to apply what they are learning in the professional development courses in their classroom (e.g., documenting lesson plans, implementing course activities).
- Make sure program teachers have internet access.

Memorandum of Understanding
Between
Monte Alto ISD
Hidalgo County (Monte Alto) Head Start

MONTE ALTO ISD/COMMUNITY BASED PROGRAM SERVICE PROGRAM

Hidalgo County (Monte Alto) Head Start Program and the Monte Alto Independent School District agree to provide educational services to children 4 years old who are deemed eligible for prekindergarten education services as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between Hidalgo County (Monte Alto) Head Start and Monte Alto ISD and may not be amended by a written document signed by Hidalgo County (Monte Alto) Head Start and Monte Alto ISD.

Monte Alto ISD will provide the following:

- A certified Prekindergarten teacher for six hours daily.
- A Lead Teacher to coordinate efforts between Monte Alto ISD and the Monte Alto Head Start to include consultation with teachers and/or director.
- A Program Coordinator for consultations and site visits.
- Complete student paperwork to comply with childcare licensing.
- TEA approved Prekindergarten curriculum and supplemental materials and supplies that are purchased as needed to accommodate the students.
- Parent training information. This can be requested through the Lead Teacher.
- A substitute when the MAISD employee is absent from duty to replace the teacher contingent on the availability of MAISD substitutes on the given day. (FYI: If you do not send a substitute teacher, you cannot claim ADA)

MAISD staff will:

- Follow the dress code policy of the MAISD. (Modify if needed)
- Utilize the hours of 9:00 a.m.-3:30 p.m. for instructional time with students.
- Attend Head Start Parent Meetings at least two times per year.
- Complete necessary paperwork for the MAISD staff to comply with the childcare licensing.
- Comply with mandatory professional development as outlined through state licensing requirements.

Head Start Center will provide the following:

- A site director to coordinate efforts between MAISD and Monte Alto Head Start.
- A classroom area to accommodate the Head Start children and MAISD students.

- A co-teacher assigned to the classroom.
- A curriculum that is planned around play activities designed to support the child's social, emotional, cognitive and physical development.
- Information to the Prekindergarten teacher concerning times and dates of Head Start staff meetings.
- Access to and use of telephone for educational purposes.
- A designated area for a file cabinet and storage cabinet during all school days on the MAISD calendar.
- Confidentiality of the identity of students enrolled in the program.
- Monte Alto Head Start site director will oversee afternoon staff maintaining a classroom environment after MAISD program is finished for the day.
- Monte Alto Head Start shall purchase and maintain in force a general liability insurance policy. Monte Alto Head Start shall provide MAISD a certificate of insurance naming MAISD as additional insured and waiving any right of subrogation against MAISD.
- Monte Alto Head Start shall hold MAISD harmless and indemnify MAISD for suits, claims or losses sustained by individuals directly or indirectly involved with the performance of services in connection with this agreement.

Collaboration Efforts:

- Monte Alto Head Start and MAISD will utilize at least a weekly planning time for lesson plan development and preparation. Lesson plans and supply lists will be provided to the site directors(MAISD & Head Start) weekly. At least two times per school year the Prekindergarten teacher will attend Monte Alto Head Start meetings to discuss student needs and progress.
- Staff training will be determined and coordinated by the Lead Teacher based on needs assessment completed by Monte Alto Head Start and MAISD staff.
- A meeting between the site director and district administration will be held in the spring of each school year.
- Monte Alto Head Start and MAISD will participate in ongoing problem solving and evaluation.

Staff Development/Training:

- MAISD staff will attend Monte Alto Head Start new employee trainings.
- MAISD Training specific to early literacy and school readiness will be conducted by the MAISD Lead Teacher and information regarding the training will be made available to Head Start.
- Other district workshop and training information will be provided by the MAISD Lead Teacher to Head Start.

Miscellaneous Provisions:

- This agreement shall not serve to create a principal agent relationship, partnership or joining venture. Each party shall retain control over its own employees and agents.
- No party waives or relinquishes any immunity or defense on behalf of itself, its agents, trustees, officers or employees as a result of entering into this agreement.
- This agreement shall not benefit or obligate any person or entity who is not a party. The parties shall cooperate fully in opposing any attempt by any third party to claim any benefit, protection or other consideration under this agreement.
- Any notice required under this agreement must be in writing and be directed to the following persons:

Monte Alto ISD

Hidalgo County (Monte Alto) Head Start

Barbara Cannon

- This agreement may not be assigned by either party without the prior written consent of the other party.
- Both parties agree to abide by the rules and regulations or standards set by both law and regulatory agencies.

TERM:

This agreement is in effect from _____, 2007, through _____ 2008, unless earlier terminated as provided herein.

MAISD Superintendent

Date

MAISD Principal

Date

Head Start Director

Date

MAISD Lead Teacher

Date

**Texas Education Agency
Partnering for School Readiness Integration Plan
Cycle 12 Prekindergarten Expansion Grant Program**

2006-2007 Blueprint Matrix/ Implementation Plan

County-District Name: Monte Alto ISD

County-District Number: 108915

Please limit text to one page.

Describe Local Needs and Objectives of Prekindergarten Eligible Children

The Monte Alto Independent School District strives to ensure that every child is successful. Given adequate opportunities to interact with responsive adults and peers in language and print-rich environments, young children develop vocabulary, extended language skills, and knowledge of the world around them. In order to assure academic success for each and every, the district has identified the following needs and objectives:

1. Provide age-appropriate education for children to prepare them for success in school and life.
2. Have children participate early childhood education to produce learning outcomes.
3. Provide high quality professional development for staff working with 3 and 4 year old children.
4. Coordinate education efforts with Head Start so that three and four year old children have a smooth transition into kindergarten.
5. Form a partnership with Head Start sites, school district, and childcare centers.
6. Ensure that early age children come to school with skills at or above grade level.
7. Communicate with parents for the purpose of sharing child's progress and how parents can further support school readiness at home.
8. Provide demographic information, test score results, etc.

Texas Education Agency
 Partnering for School Readiness Integration Plan
 Cycle 12 Prekindergarten Expansion Grant Program

2006-2007 Blueprint Matrix/ Implementation Plan

County-District Number: 108915

County-District Name: Monte Alto ISD

Required Integration Strategies/Activities

Please limit text to space provided.

Prekindergarten Expansion Program Design	Independent School District	Head Start Program	Child Care <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit <input type="checkbox"/> Military	Performance/Results of School Readiness Integration
Curriculum & Instruction	State adopted curricula and PK guidelines A certified teacher provides 6 hours of instruction daily.	Federal Head Start Program standards A co-teacher is assigned to the classroom serving PK eligible children identified under SRI model	N/A	Weekly/Monthly curriculum planning by Monte Alto ISD prekindergarten teacher in collaboration with Head Start. PK eligible children under SRI model receive additional cognitive instructional time from coordinated instructional plan by SRI partnership.

Texas Education Agency
 Partnering for School Readiness Integration Plan
 Cycle 12 Prekindergarten Expansion Grant Program
 2006-2007 Blueprint Matrix/ Implementation Plan

Scheduling of Prekindergarten Services	Monte Alto ISD teacher provides at least 6 hours of instruction to 4 year old children on a daily basis in satellite classroom settings.	Monte Alto ISD teacher is scheduled to provide at least 6 hours of instruction on a daily basis in satellite classroom settings. The classroom is provided by Monte Alto Head Start. All items in the classroom can be used by the teacher. Head Start will also provide assistance for the teacher.	N/A	PK eligible children receive 6 hours of cognitive instruction daily from an ISD certified teacher in satellite classroom settings.
---	--	--	-----	--

Texas Education Agency
Partnering for School Readiness Integration Plan
Cycle 12 Prekindergarten Expansion Grant Program

2006-2007 Blueprint Matrix/ Implementation Plan

County-District Number: 108915

County-District Name: Monte Alto ISD
Required Integration Strategies/Activities

Please limit text to space provided.

Prekindergarten Expansion Program Design	Independent School District	Head Start Program	Child Care <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit <input type="checkbox"/> Military	Performance/Results of School Readiness Integration
Teacher Professional Development	Monte Alto ISD teacher receives annual professional development specific to early literacy and school readiness for implementing prekindergarten education. ISD makes this training available to Head Start teacher.	HS staff receives annual professional development as required by federal guidelines and provides this training to ISD teacher as per state licensing requirements.	N/A	All staff will be informed regarding staff development and training opportunities available to each partner as to maximize coordination and participation by staff providing PK education services. All staff involved in SRI will benefit from targeted early childhood/school readiness training.

**Texas Education Agency
Partnering for School Readiness Integration Plan
Cycle 12 Prekindergarten Expansion Grant Program**

2006-2007 Blueprint Matrix/ Implementation Plan

<p>Ongoing Progress Monitoring of Prekindergarten Students</p>	<p>Monte Alto ISD personnel provides a comprehensive evaluation prior to placement of a child in PK education services and periodic data collection will occur for ongoing progress. Data results will be shared for specific reporting required of federal HS.</p>	<p>Monte Alto ISD personnel provides a comprehensive evaluation prior to placement of a child in PK education services and periodic data collection will offer ongoing progress monitoring. Data results will be shared for specific reporting required of federal HS. Head Start will continue ongoing Progress Monitoring of Prekindergarten students. All assessment data will be shared with the MAISD teacher and administration through reports and meetings.</p>	<p>N/A</p>	<p>Monte Alto ISD and Head Start personnel will coordinate screening, assessment and evaluation efforts to review children's achievement and preparedness for transition to kindergarten. Post assessment data collection will be shared so that data results are available for entry to kindergarten in subsequent year.</p>
---	---	---	------------	---

Texas Education Agency
Partnering for School Readiness Integration Plan
Cycle 12 Prekindergarten Expansion Grant Program

2006-2007 Blueprint Matrix/ Implementation Plan

County-District Name: Monte Alto ISD
 County-District Number: 108915

Required Integration Strategies/Activities

Please limit text to space provided.

Prekindergarten Expansion Program Design	Independent School District	Head Start Program	Child Care <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit <input type="checkbox"/> Military	Performance/Results of School Readiness Integration
Coordination of Student Support Services	Monte Alto ISD will provide support services such as special needs services as agreed upon by SRI Partnership agreement/MOU.	Head Start will provide support services such as transportation and food service based on delineated roles and responsibilities of each program and as agreed upon on SRI Partnership agreement/MOU.	N/A	Monte Alto ISD and Head Start will provide student support services for PK eligible children as needed and based on SRI Partnership agreement/MOU. Coordinated efforts will result in all children receiving the necessary support services in order to be successful.

**Texas Education Agency
Partnership for School Readiness Integration Plan
Cycle 12 Prekindergarten Expansion Grant Program**

2006-2007 Blueprint Matrix/ Implementation Plan

<p style="text-align: center;">Parent/School Communication</p>	<p>Monte Alto ISD will provide parent communication for the purpose of sharing child's progress and how parents can further support school readiness at home.</p>	<p>Head Start programs will actively involve parents in child's educational programs.</p>	<p>N/A</p>	<p>Teachers will share child's progress and show parents how they can support school readiness at home. They will plan with parents on how to initiate parent-child learning activities on their own as part of everyday routines. Monte Alto ISD and Head Start will provide information about all regulations that apply to public prekindergarten programs.</p>
---	---	---	------------	--

PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT
601 E. KELLY/ PHARR, TX 78577 / (956) 702-5600 FAX (956) 702-5648

MEMORANDUM OF UNDERSTANDING

This agreement is made and entered into by the Pharr-San Juan-Alamo Independent School District and the Hidalgo County Head Start Program.

The purpose of this agreement is to establish a working and cooperative relationship between parties in order to plan services appropriate for each Agency's or Program's clients. It is the objective of the Pharr-San Juan-Alamo Independent School District to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The Pharr-San Juan-Alamo Independent School District agrees to:

- Assist the Program in the identification of eligible 4 year old children at the beginning of each school year in an annual round up.
- Participate in joint training for staff and parents.
- Address transition for those children exiting Hidalgo County Head Start Program (HCHS) and enrolling with PSJA ISD.
- In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.
- Provide on-site services when deemed appropriate.
- Provide District Staff for consultations and site visits.
- Provide a certified teacher in early childhood
- Provide a substitute when the PSJA ISD employee is absent from duty to replace the teacher(s) contingent on the availability of PSJA ISD substitutes on the given day.
- Meeting between PSJA ISD and the Hidalgo County Head Start Program administration to be held at least three times during the year; Fall, spring, and early summer to review the partnership agreement, curriculum, and assessment data.
- Provide parent training information.

PSJA Staff will:

- Follow the dress code policy of HCHS.
- Attend HCHS staff meetings at least two times per school year.
- Co-teach with the HCHS members assigned to the classroom taking equal responsibility for lesson plans, daily preparation and instruction to the students.

- Provide the necessary paperwork for PSJA ISD staff to comply with the child care licensing (i.e.: teacher certification, results of criminal background check, TB test results).

Hidalgo County Head Start Program will:

- Provide a site director to coordinate efforts between PSJA ISD and HCHS
- Provide a classroom area to accommodate HCHS children.
- Provide a co-teacher assigned to classroom.
- Provide access to and use of telephone for educational purposes.
- Provide a designated area for a file cabinet and storage cabinet during all school days on the PSJA calendar.
- Provide opportunities for HCHS staff to attend PSJA ISD workshops.
- Provide HCHS site director to oversee afternoon staff maintaining classroom environment after PSJA program is finished for the day.
- HCHS shall purchase and maintain in force a general liability insurance policy that will protect HCHS from all claims which arise out of or result from HCHS operations under this agreement. HCHS shall provide PSJA ISD a certificate of insurance naming PSJA ISD as an additional insured and waiving any right of subrogation against PSJA ISD.
- HCHS shall hold PSJA ISD harmless and indemnify PSJA ISD from suits, claims or losses sustained by individuals directly or indirectly involved with the performances of services in connection with this agreement.
- Provide daily attendance rosters for ADA purposes.
- Provide a concerted effort to ensure student's daily attendance.

Collaboration Efforts:

- Coordinate and collaborate monthly to plan, share resources and intensify services to meet the needs of the identified and eligible pre-k children.
- Provide age appropriate educational supplemental materials and supplies needed to accommodate the classroom settings.
- Coordinate and provide parental informational sessions/ trainings to strengthen partnerships and participation between parents/ families and schools/ centers and to encourage parent communication for the purpose of the child's progress.
- Provide scheduled co-planning time for PSJA ISD teacher and HCHS co-teacher on a weekly basis.
- Provide professional development sessions based on the context of early childhood development.
- Assure that progress and development records of each child are maintained.
- Coordinate assessment instruments for the utilization of progress monitoring of diagnostic results.

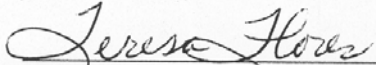
Either party may not assign this agreement without the prior written consent of the other party. Both parties agree to abide by the rules and regulations or standards set by both law and regulatory agencies.

Termination:

PSJA ISD may terminate the Agreement, with or without cause, by giving ten (10) days written notice to HCHS.

Dr. Daniel King, Superintendent
Pharr-San Juan-Alamo Independent School District
601 East Kelly
Pharr, TX 78577
Phone: (956) 702-5600
Fax: (956) 702-5648

Date



Ms. Teresa Flores, Head Start Director
Hidalgo County Head Start Program
P.O. Box 0117
Phone: (956) 383-0706
Fax: (956) 292-0461

9-12-07
Date

AI-5739
Financial Report
CC REGULAR

9.B.

Date: 10/02/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval of Head Start Program Financial Report

BACKGROUND

Policy Council Approval: 09-19-07

Fiscal Impact

Attachments

Link: [Financial Report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/26/2007 02:57 PM	APRV
2	Dale Kennan	Dale Kennan	09/26/2007 03:20 PM	APRV
3	Purchasing Department	Marty Salazar	09/26/2007 03:39 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 11:02 AM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:12 PM	APRV

Form Started By: Linda Galaviz

Started On: 09/25/2007 04:24 PM

Final Approval Date: 09/28/2007



Hidalgo County Head Start Program

Policy Council Agenda

DATE: September 19, 2007

SUBJECT: Discussion/Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standards 1304.51(h)(1).

RECOMMENDATION: Administration recommends approval

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report

INITIATED BY: Elma Keller, Finance Director *EP Keller*

REVIEWED BY: Edmundo Garcia, Assistant Program Director *EG*

EXECUTIVE DIRECTOR'S APPROVAL: *Jeresa Flores*

Hidalgo County Head Start Program
Encumbrance Budget Report - 2007 Policy Council Budget
From 8/1/2007 Through 8/31/2007

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Balance	Percent Total Budget Remaining	Current Actual
01	SALARIES	14,885,670.11	9,271,841.89	0.00	5,613,828.22	37.71%	1,693,743.86
02	FRINGE BENEFITS	5,885,281.74	3,524,791.97	0.00	2,360,489.77	40.11%	524,879.49
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
04	EQUIPMENT	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	768,722.85	619,206.48	196,529.82	(47,013.45)	-6.12%	67,724.23
06	OTHER COST	<u>1,676,732.30</u>	<u>1,168,081.02</u>	<u>185,446.47</u>	<u>\$ 323,204.81</u>	<u>19.28%</u>	<u>93,018.82</u>
Totals		<u>23,226,407.00</u>	<u>14,583,921.36</u>	<u>381,976.29</u>	<u>8,260,509.35</u>	<u>35.57%</u>	<u>2,379,366.40</u>

AI-5760

9.C.

Interlocal Extensions

CC REGULAR

Date: 10/02/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Exercise Options to Extend (as part of contract) for an Additional One Year Term Lease Agreements for Facilities and/or Land with the Following Private Entities:

Center	Landlord	Center	Landlord
Edinburg I H/S	Edinburg Housing Authority	Mission I H/S	City of Mission
Edinburg II H/S	Edinburg Housing Authority	Monte Alto H/S	Monte Alto ISD
Elsa H/S	City of Elsa	Penitas H/S	City of Penitas
McAllen II H/S	City of McAllen	Weslaco I H/S	City of Weslaco
McAllen V H/S	McAllen Housing Authority		

BACKGROUND

Policy Council Approval: 09-19-07

Fiscal Impact

Attachments

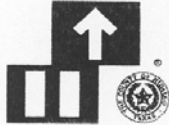
Link: [Extensions](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/26/2007 04:13 PM	APRV
2	Dale Kennan	Dale Kennan	09/27/2007 10:22 AM	APRV
3	Purchasing Department	Marty Salazar	09/27/2007 02:23 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 11:04 AM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:12 PM	APRV

Form Started By: Linda Galaviz
Started On: 09/26/2007 02:01 PM

Final Approval Date: 09/28/2007



Hidalgo County Head Start Program Policy Council Agenda

DATE: September 19, 2007

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise the Option to Extend for an Additional One Year Term Interlocal Agreements for Facilities and/or Land with the Following Municipalities, Housing Authorities, and Independent School Districts: City of Elsa, City of McAllen, City of Mission, and City of Peñitas, City of Weslaco, Edinburg Housing Authority, McAllen Housing Authority And Monte Alto ISD

RATIONALE/NEED: Interlocal Agreements need to be secured in order to provide services to the children and families.

RECOMMENDATION: Administration Recommends Approval

COST: As specified on Interlocal Agreement

RELATED INFORMATION INCLUDED: List & Interlocal Extension

INITIATED BY: Ambrosio Tovar, Procurement Director *A. Tovar*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *E. Garcia*

PROGRAM DIRECTOR'S APPROVAL: *Luzmar Flores*



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR INTERLOCAL EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal agreement for one (1) additional year as stated in the existing contract dated January 1st, 2007 to December 31st, 2007 between Hidalgo County and **Edinburg Housing Authority (Edinburg I)** for the property located at 225 South 25th Street Edinburg, TX. (the "Original Interlocal Agreement").

If the Edinburg Housing Authority agrees to this one (1) year extension of the original Interlocal Agreement under the existing terms and conditions, please have the authorized individual sign this Interlocal Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 1.3, TERMS, of the original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the Edinburg Housing Authority for its cooperation and support in this matter.

The beginning and ending date of this Interlocal Agreement extension shall be **January 1st, 2008** through **December 31st, 2008**. The original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: Edinburg Housing Authority
225 South 25th Street
Edinburg, TX.

Authorized Official:

By: _____

Title: _____

Date: _____

ONE YEAR INTERLOCAL EXTENSION (Cont.)

Hidalgo County Head Start Program

Date approved by Policy Council:
Date approved by Commissioner's Court:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J.D. Salinas III, County Judge

Approved As To Form:
Oxford & Gonzalez

Ricardo Gonzalez

Approved As To Form:
Atlas & Hall, L.L.P.

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR INTERLOCAL EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal agreement for one (1) additional year as stated in the existing contract dated January 1st, 2007 to December 31st, 2007 between Hidalgo County and **Edinburg Housing Authority (Edinburg II)** for the property located at 1200 N, 1ST Edinburg, TX. (the "Original Interlocal Agreement").

If the Edinburg Housing Authority agrees to this one (1) year extension of the original Interlocal Agreement under the existing terms and conditions, please have the authorized individual sign this Interlocal Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 1.3, TERMS, of the original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the Edinburg Housing Authority for its cooperation and support in this matter.

The beginning and ending date of this Interlocal Agreement extension shall be **January 1st, 2008** through **December 31st, 2008**. The original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: Edinburg Housing Authority
1200 N. 1ST
Edinburg, TX.

Authorized Official:

By: _____

Title: _____

Date: _____

ONE YEAR INTERLOCAL EXTENSION (Cont.)

Hidalgo County Head Start Program

Date approved by Policy Council:

Date approved by Commissioner's Court:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J.D. Salinas III, County Judge

Approved As To Form:

Oxford & Gonzalez

Ricardo Gonzalez

Approved As To Form:

Atlas & Hall, L.L.P.

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR INTERLOCAL EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated January 1st, 2007 to December 31st, 2007 between Hidalgo County and **The City of Elsa** for the property located at 700 North West Broadway Elsa, TX. (the "Original Interlocal Agreement").

If The City of Elsa agrees to this one (1) year extension of the original Interlocal Agreement under the existing terms and conditions, please have the authorized individual sign this Interlocal Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2.01, TERMS, of the original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to The City of Elsa for its cooperation and support in this matter.

The beginning and ending date of this Interlocal Agreement extension shall be **January 1st, 2008** through **December 31st, 2008**. The original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: City of Elsa
700 North West Broadway
Elsa, TX.

Authorized Official:

By: _____

Title: _____

Date: _____

ONE YEAR INTERLOCAL EXTENSION (Cont.)

Hidalgo County Head Start Program

Date approved by Policy Council:

Date approved by Commissioner's Court:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J.D. Salinas III, County Judge

Approved As To Form:

Oxford & Gonzalez

Ricardo Gonzalez

Approved As To Form:

Atlas & Hall, L.L.P.

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR INTERLOCAL EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated April 1st, 2007 to March 30th, 2008 between Hidalgo County and **The City of McAllen (McAllen II STC)** for the property located at 1001 South 16th St McAllen, TX. (the "Original Interlocal Agreement").

If The City of McAllen agrees to this one (1) year extension of the original Interlocal Agreement under the existing terms and conditions, please have the authorized individual sign this Interlocal Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2.02, TERMS, of the original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to The City of McAllen for its cooperation and support in this matter.

The beginning and ending date of this Interlocal Agreement extension shall be **April 1st, 2008** through **March 30th, 2009**. The original Intrlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: City of McAllen
1001 South 16th St
McAllen, TX.

Authorized Official:

By: _____

Title: _____

Date: _____

ONE YEAR INTERLOCAL EXTENSION (Cont.)

Hidalgo County Head Start Program

Date approved by Policy Council:
Date approved by Commissioner's Court:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J.D. Salinas III, County Judge

Approved As To Form:
Oxford & Gonzalez

Ricardo Gonzalez

Approved As To Form:
Atlas & Hall, L.L.P.

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR INTERLOCAL EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated January 1st, 2007 to December 31st, 2007 between Hidalgo County and **McAllen Housing Authority (Vine Terrace)** for the property located at 2220 (B) North 27th St, McAllen TX. (the "Original Interlocal Agreement").

If the McAllen Housing Authority agrees to this one (1) year extension of the original Interlocal Agreement under the existing terms and conditions, please have the authorized individual sign this Interlocal Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2.02, TERMS, of the original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the McAllen Housing Authority for its cooperation and support in this matter.

The beginning and ending date of this Interlocal Agreement extension shall be **January 1st, 2008** through **December 31st, 2008**. The original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: McAllen Housing Authority
2220 North 27th
McAllen TX

Authorized Official:

By: _____

Title: _____

Date: _____

ONE YEAR INTERLOCAL EXTENSION (Cont.)

Hidalgo County Head Start Program

Date approved by Policy Council:
Date approved by Commissioner's Court:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J. D. Salinas III, County Judge

Approved As To Form:
Oxford & Gonzalez

Ricardo Gonzalez

Approved As To Form:
Atlas & Hall, L.L.P.

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR INTERLOCAL EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated January 1st, 2007 to December 31st, 2007 between Hidalgo County and **The City of Mission (Mission I)** for the property located at 115 South Mayberry Road Mission TX (the "Original Interlocal Agreement").

If The City of Mission agrees to this one (1) year extension of the original Interlocal Agreement under the existing terms and conditions, please have the authorized individual sign this Interlocal Extension. It should be noted that the basis of this one (1) year extension is listed under OPTION TO RENEW, of the original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to The City of_Mission for its cooperation and support in this matter.

The beginning and ending date of this Interlocal Agreement extension shall be **January 1st, 2008** through **December 31st, 2008**. The original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: City of Mission
115 South Mayberry Road
Mission, TX 78572

Authorized Official:

By: _____

Title: _____

Date: _____

ONE YEAR INTERLOCAL EXTENSION (Cont.)

Hidalgo County Head Start Program

Date approved by Policy Council:
Date approved by Commissioner's Court:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J. D. Salinas III, County Judge

Approved As To Form:
Oxford & Gonzalez

Ricardo Gonzalez

Approved As To Form:
Atlas & Hall, L.L.P.

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR INTERLOCAL EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated January 1st, 2007 to December 31st, 2007 between Hidalgo County and **Monte Alto I.S.D. (Monte Alto)** for the property located at Guadalupe St. & 1st Monte Alto, TX. (the "Original Interlocal Agreement").

If the Monte Alto I.S.D. agrees to this one (1) year extension of the original Interlocal Agreement under the existing terms and conditions, please have the authorized individual sign this Interlocal Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2, TERMS, of the original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the Monte Alto I.S.D. for its cooperation and support in this matter.

The beginning and ending date of this Interlocal Agreement extension shall be **January 1st, 2008** through **December 31st, 2008**. The original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: Monte Alto I.S.D.
Guadalupe St. & 1st
Monte Alto, TX

Authorized Official:

By: _____

Title: _____

Date: _____

ONE YEAR INTERLOCAL EXTENSION (Cont.)

Hidalgo County Head Start Program

Date approved by Policy Council:

Date approved by Commissioner's Court :

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J. D. Salinas III, County Judge

Approved As To Form:

Oxford & Gonzalez

Ricardo Gonzalez

Approved As To Form:

Atlas & Hall, L.L.P.

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR INTERLOCAL EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal agreement for one (1) additional year as stated in the existing contract dated January 1st, 2007 to December 31st, 2007 between Hidalgo County and **The City of Peñitas (Peñitas)** for the property located at 1803 FM 1427 Penitas, Tx. (the "Original Interlocal Agreement").

If The City of Peñitas agrees to this one (1) year extension of the original Interlocal Agreement under the existing terms and conditions, please have the authorized individual sign this Interlocal Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2.2, TERMS, of the original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to The City of Peñita for its cooperation and support in this matter.

The beginning and ending date of this Interlocal Agreement extension shall be **January 1st, 2008** through **December 31st, 2008**. The original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: City of Peñitas
1803 FM 1427
Peñitas, TX

Authorized Official:

By: _____

Title: _____

Date: _____

ONE YEAR INTERLOCAL EXTENSION (Cont.)

Hidalgo County Head Start Program

Date approved by Policy Council:
Date approved by Commissioner's Court:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J. D. Salinas III, County Judge

Approved As To Form:
Oxford & Gonzalez

Ricardo Gonzalez

Approved As To Form:
Atlas & Hall, L.L.P.

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR INTERLOCAL EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal agreement for one (1) additional year as stated in the existing contract dated January 1st, 2007 to December 31st, 2007 between Hidalgo County and **City of Weslaco (Weslaco I)** for the property located at 310 N.Kansas Weslaco, Tx. (the "Original Interlocal Agreement").

If City of Weslaco agrees to this one (1) year extension of the Original Interlocal Agreement under the existing terms and conditions, please have the authorized individual sign this Interlocal Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2, TERMS, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to City of Weslaco for its cooperation and support in this matter.

The beginning and ending date of this Interlocal Extension shall be **January 1st, 2008** through **December 31st, 2008**. The Original Interlocal Agreement is extended for a period of one (1) year with all conditions including the Lease amount remaining the same.

Property/Building: City of Weslaco
500 S. Kansas
Weslaco, Tx.

Authorized Official:

By: _____

Title: _____

Date: _____

ONE YEAR INTERLOCAL EXTENSION (Cont.)

Hidalgo County Head Start Program

Date approved by Policy Council:
Date approved by Commissioner's Court:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J. D. Salinas III, County Judge

Approved As To Form:
Oxford & Gonzalez

Ricardo Gonzalez

Approved As To Form:
Atlas & Hall, L.L.P.

Stephen L. Crain

AI-5762
Lease Agreements
CC REGULAR

9.D.

Date: 10/02/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Presentation for Discussion, Consideration and Approval of Interlocal Agreements for Facilities between The Hidalgo County Head Start Program and the Following Municipalities, Housing Authorities and Independent School Districts:

Center	Landlord	Center	Landlord
Alamo IV H/S	City of Alamo	McAllen V H/S	McAllen Housing Authority
Alton III H/S	City of Alton	Mercedes I H/S	Mercedes Housing Authority
Donna I H/S	City of Donna	Palmview I H/S	City of Palmview
Edcouch-Elsa H/S	Edcouch-Elsa ISD	Pharr H/S	City of Pharr
Hidalgo H/S	City of Hidalgo	Progreso H/S	City of Progreso
La Joya H/S	La Joya ISD	San Juan I H/S	City of San Juan
Las Milpas I H/S	City of Pharr		

BACKGROUND

Policy Council Approval: 09-19-07

Fiscal Impact

Attachments

Link: [backup](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Dina Trevino	09/26/2007 04:25 PM	APRV
2		Ivan Cantu	Ivan Cantu	09/27/2007 07:33 AM	APRV
3		Purchasing Department	Marty Salazar	09/27/2007 02:22 PM	APRV
4		Auditor's Office	Linda Fong	09/28/2007 11:06 AM	APRV
5		Court Administrator	Monica Badillo	09/28/2007 03:12 PM	APRV

Form Started By: Linda Galaviz

Started On: 09/26/2007 02:07 PM

Final Approval Date: 09/28/2007



Hidalgo County Head Start Program Policy Council Agenda

DATE: September 19, 2007

SUBJECT: Discussion/Approval For Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term Lease Agreement for Facilities and/or Land with the following private entities: Texas Regional Properties, Horacio Aguirre, Daniel Garza (Land), and San Martin de Porres Church (Land)

RATIONALE/NEED: Lease agreements need to be secured in order to provide services to the children and families.

RECOMMENDATION: Administration Recommends Approval

COST: As specified on Lease Agreement

RELATED INFORMATION INCLUDED: Lease Extension

INITIATED BY: Ambrosio Tovar, Procurement Director *A. Tovar*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *E. Garcia*

PROGRAM DIRECTOR'S APPROVAL: *Lorena Flores*

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ALAMO AND
THE HIDALGO COUNTY HEAD START PROGRAM**

This Lease is made and entered into by and between the City of Alamo, herein referred to as the (“Lessor”) and the Hidalgo County Head Start Program, herein referred to as the (“Lessee”) in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain building described as the Head Start Building lying and being situated at 303 South 7th, Alamo, Texas in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.”

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENT’S MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Interlocal Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for Twelve (12) months commencing on January 1, 2008 (“Commencement Date”) and ending on **December 31, 2008** (“Termination Date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.05, hereof.

Renewal or Termination

1.03 Provided Lessee has not defaulted in any of the terms, conditions, or provisions thereof, Lessee shall be given the right of renewal and extending the term of the lease hereof, beginning on the first day of January, 2008, for a like term or other terms as may be subsequently agreed to upon by both parties.

Lessor shall give Lessee and Lessee shall give Lessor Notice of Termination of the Lease in writing at least Thirty (30) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed. Lessee shall have the right to terminate the Lease Agreement with or without cause within Thirty (30) days written notice to Lessor.

1.04 Lessee shall comply with the Texas Department of Human Services Inspections in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 Lessee agrees to pay Lessor the maximum rent amount of \$12.00 in 12 equal monthly payments of \$1.00 per month payable on the 1st day of each

month in a proportionate rate for any part of the month unexpired at the legal month. Payment shall be mailed to the City of Alamo, 423 North Tower Rd, Alamo, Texas 78516.

1.06 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

LESSEE shall accept possession Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently belong to LESSOR.

2.03 LESSEE shall be responsible for all personal property taxes and assessments on personal property it owns and uses on the Leased Premises.

ARTICLE 3. IMPROVEMENTS TO PROPERTY

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however, that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain on the property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building and erect reasonable signs, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENANCE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all fixtures, appurtenance, equipment and machinery in such repair as the same are in the commencement of the term, and all repairs shall be at LESSEE's expense and

shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenance, equipment and machinery, and damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and of no force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 Lessee shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s) equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate

part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or his legal representatives LESSEE must name LESSOR as additional insured.

6.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused by LESSEE, its agent or employees.

6.03 LESSEE agrees to at all times, during the term of this lease, have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 on per occurrence. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried on upon the premises any trade or business, which shall increase the rate of insurance premiums upon the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at all reasonable times to make such

repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable provisions was never contained herein.

7.06 Commitment of Current Revenues Only. In the event that, during any term hereof, the Program does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE, may terminate this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE, pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

7.07 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's Program.

Waiver of Breach

A waiver by either Lessor or Lessee of a breach of this Lease by the other

party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

City of Alamo
Attn: Rudy Villarreal, Mayor
423 N. Tower Rd.
Alamo, TX 78516

Lessee:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Estoppel Information

Lessee shall, at the request of lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____day
of _____, 2007.

LESSEE:

BY: _____
J.D. Salinas III, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

LESSOR:

BY: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

BY: _____
City of Alamo
Rudy Villarreal, Mayor

APPROVED AS TO FORM:

BY: _____
Hon. Ricardo Gonzalez
OXFORD & GONZALEZ, Attorney
for Hidalgo County Head Start Program

BY: _____
Hon. Steve Crain
ATLAS & HALL
Attorney for Hidalgo County

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Property being described, lying in and being situated at Lots #7, #8, #9, #10, & #11, Block 64, Alamo Original Town Site, 303 South 7th, Alamo, Hidalgo, Texas including playground for recreational activities.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ALTON AND
THE HIDALGO COUNTY HEAD START PROGRAM**

This Lease is made and entered into by and between the City of Alton, herein referred to as the (“Lessor”) and the Hidalgo County Head Start Program, herein referred to as the (“Lessee”) in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain building described as the Head Start Building lying and being situated at 202 W. Dawes Ave, Alton, Texas in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.”

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENT’S MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Interlocal Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for Twelve (12) months commencing on January 1, 2008 (“Commencement Date”) and ending on **December 31, 2008** (“Termination Date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.05, hereof.

Renewal or Termination

1.03 Provided Lessee has not defaulted in any of the terms, conditions, or provisions thereof, Lessee shall be given the right of renewal and extending the term of the lease hereof, beginning on the first day of January, 2008, for a like term or other terms as may be subsequently agreed to upon by both parties.

Lessor shall give Lessee and Lessee shall give Lessor Notice of Termination of the Lease in writing at least Thirty (30) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed. Lessee shall have the right to terminate the Lease Agreement with or without cause within Thirty (30) days written notice to Lessor.

1.04 Lessee shall comply with the Texas Department of Human Services Inspections in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 Lessee agrees to pay Lessor the maximum rent amount of \$3,000.00 in 12 equal monthly payments of \$250.00 per month payable on the 1st

day of each month in a proportionate rate for any part of the month unexpired at the legal termination of the Lease. Payment shall be mailed to the City of Alton, P.O. Box 9004, Mission, Texas 78572.

1.06 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

LESSEE shall accept possession Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently belong to LESSOR.

2.03 LESSEE shall be responsible for all personal property taxes and assessments on personal property it owns and uses on the Leased Premises.

ARTICLE 3. IMPROVEMENTS TO PROPERTY

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however, that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain on the property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building and erect reasonable signs, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENANCE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all fixtures, appurtenance, equipment and machinery in such repair as the same are in the commencement of the term, and all repairs shall be at LESSEE's expense and

shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenance, equipment and machinery, and damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and of no force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 Lessee shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered

unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or his legal representatives. LESSEE must name LESSOR as additional insured.

6.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused by LESSEE, its agent or employees.

6.03 LESSEE agrees to at all times, during the term of this lease, have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 on per occurrence. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried on upon the premises any trade or business, which shall increase the rate of insurance premiums upon the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at all reasonable times to make such

repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable provisions was never contained herein.

7.06 Commitment of Current Revenues Only. In the event that, during any term hereof, the Program does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE, may terminate this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE, pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

7.07 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's Program.

Waiver of Breach

A waiver by either Lessor or Lessee of a breach of this Lease by the other

party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

City of Alton
Attn: Jorge Arcaute, Mayor
PO Box 9004
Mission, TX 78572

Lessee:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Estoppel Information

Lessee shall, at the request of lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____ day
of _____, 2007.

LESSEE:

BY: _____
J.D. Salinas III, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

LESSOR:

BY: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

BY: _____
Jorge Arcaute, Mayor

City of Alton

APPROVED AS TO FORM:

BY: _____
Hon. Ricardo Gonzalez
OXFORD & GONZALEZ, Attorney
for Hidalgo County Head Start Program

BY: _____
Hon. Steve Crain
ATLAS & HALL
Attorney for Hidalgo County

Date Approved by Policy Council
Date Approved by County Commissioner:

EXHIBIT "A"

Property being described, lying in and being situated in Lot #7, Alton City Plaza, Hidalgo County, TX at 202 W. Dawes, Alton, Texas including playground for recreational activities.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF DONNA AND
THE HIDALGO COUNTY HEAD START PROGRAM**

This Lease is made and entered into by and between the City of Donna, herein referred to as the (“Lessor”) and the Hidalgo County Head Start Program, herein referred to as the (“Lessee”) in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain building described as the Head Start Building lying and being situated at the 1715 Miller Ave, Donna, Texas in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.”

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENT’S MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Interlocal

Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for Twelve (12) months commencing on January 1, 2008 ("Commencement Date") and ending on **December 31, 2008** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.05, hereof.

Renewal or Termination

1.03 Provided Lessee has not defaulted in any of the terms, conditions, or provisions thereof, Lessee shall be given the right of renewal and extending the term of the lease hereof, beginning on the first day of January, 2008, for a like term or other terms as may be subsequently agreed to upon by both parties.

Lessor shall give Lessee and Lessee shall give Lessor Notice of Termination of the Lease in writing at least Thirty (30) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed. Lessee shall have the right to terminate the Lease Agreement with or without cause within Thirty (30) days written notice to Lessor.

1.04 Lessee shall comply with the Texas Department of Human Services Inspections in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 Lessee agrees to pay Lessor the maximum rent amount of \$12.00 in 12 equal monthly payments of \$1.00 per month payable on the 1st day of each

month in a proportionate rate for any part of the month unexpired at the legal termination of the Lease. Payment shall be mailed to the City of Donna, 307 South 12th Street, Donna, Texas 78537.

1.06 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

LESSEE shall accept possession Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently belong to LESSOR.

2.03 LESSEE shall be responsible for all personal property taxes and assessments on personal property it owns and uses on the Leased Premises.

ARTICLE 3. IMPROVEMENTS TO PROPERTY

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however, that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain on the property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building and erect reasonable signs, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENANCE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all

fixtures, appurtenance, equipment and machinery in such repair as the same are in the commencement of the term, and all repairs shall be at LESSEE's expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenance, equipment and machinery, and damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and of no force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 Lessee shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this

lease against fire, accident, or natural disaster. In the event the building(s), equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or his legal representatives. LESSEE must name LESSOR as additional insured.

6.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused by LESSEE, its agent or employees.

6.03 LESSEE agrees to at all times, during the term of this lease, have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 on per occurrence. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried on upon the premises any trade or business, which shall increase the rate of insurance premiums upon the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at all reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable provisions was never contained herein.

7.06 Commitment of Current Revenues Only. In the event that, during any term hereof, the Program does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE, may terminate this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE, pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

7.07 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or

making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's Program.

Waiver of Breach

A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

City of Donna
Attn: Ricardo Morales, Mayor
307 South 12th Street
Donna, TX 78537

Lessee:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Estoppel Information

Lessee shall, at the request of lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____ day of _____, 2007.

LESSEE:

BY: _____
J.D. Salinas III, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

LESSOR:

BY: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

BY: _____
Ricardo Morales, Mayor
City of Donna

APPROVED AS TO FORM:

BY: _____
Hon. Ricardo Gonzalez
OXFORD & GONZALEZ, Attorney
for Hidalgo County Head Start Program

BY: _____
Hon. Steve Crain
ATLAS & HALL
Attorney for Hidalgo County

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Property being described, lying in and being situated in 1715 Miller Ave, Donna, Hidalgo, Texas including playground for recreational activities.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN
THE EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT AND
THE HIDALGO COUNTY HEAD START PROGRAM**

This Lease is made and entered into by and between the Edcouch-Elsa Independent School District, herein referred to as the (“Lessor”) and the Hidalgo County Head Start Program, herein referred to as the (“Lessee”) in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain building described as the Head Start Building lying and being situated at the W. Highway 107 & Mile 4 North Edcouch, Edcouch, Texas in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.”

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENT’S MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Interlocal Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for Twelve (12) months commencing on January 1, 2008

("Commencement Date") and ending on **December 31, 2008** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.05, hereof.

Renewal or Termination

1.03 Provided Lessee has not defaulted in any of the terms, conditions, or provisions thereof, Lessee shall be given the right of renewal and extending the term of the lease hereof, beginning on the first day of January, 2008, for a like term or other terms as may be subsequently agreed to upon by both parties.

Lessor shall give Lessee and Lessee shall give Lessor Notice of Termination of the Lease in writing at least Thirty (30) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed. Lessee shall have the right to terminate the Lease Agreement with or without cause within Thirty (30) days written notice to Lessor.

1.04 Lessee shall comply with the Texas Department of Human Services Inspections in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 Lessee agrees to pay Lessor the maximum rent amount of \$6,000.00 in 12 equal monthly payments of \$500.00 per month payable on the 1st day of each month in a proportionate rate for any part of the month unexpired at the legal termination of the Lease. Payment shall be mailed to the Edcouch-Elsa Independent School District, PO Box 127, Edcouch, Texas 78538.

1.06 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

LESSEE shall accept possession Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently belong to LESSOR.

2.03 LESSEE shall be responsible for all personal property taxes and assessments on personal property it owns and uses on the Leased Premises.

ARTICLE 3. IMPROVEMENTS TO PROPERTY

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however, that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain on the property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building and erect reasonable signs, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENANCE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all fixtures, appurtenance, equipment and machinery in such repair as the same are in the commencement of the term, and all repairs shall be at LESSEE's expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenance, equipment and machinery, and

damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and of no force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 Lessee shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained,

shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or his legal representatives. LESSEE must name LESSOR as additional insured.

6.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused by LESSEE, its agent or employees.

6.03 LESSEE agrees to at all times, during the term of this lease, have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 on per occurrence. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried on upon the premises any trade or business, which shall increase the rate of insurance premiums upon the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at all reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 his Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable provisions was never contained herein.

7.06 Commitment of Current Revenues Only. In the event that, during any term hereof, the Program does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE, may terminate this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE, pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

7.07 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's Program.

Waiver of Breach

A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Edcouch-Elsa I.S.D.
Attn: Michael Sandroussi, Superintendent
PO Box 127
Edcouch, TX 78538

Lessee:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid,

illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the

breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Estoppel Information

Lessee shall, at the request of lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____ day of _____, 2007.

LESSEE:

BY: _____
J.D. Salinas III, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

LESSOR:

BY: _____
Michael Sandroussi,
Superintendent,
Edcouch-Elsa ISD

APPROVED AS TO FORM:

BY: _____
Hon. Ricardo Gonzalez
OXFORD & GONZALEZ, Attorney
for Hidalgo County Head Start Program

BY: _____
Hon. Steve Crain
ATLAS & HALL
Attorney for Hidalgo County

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Property being described, lying in and being Part of the Old Edcouch-Elsa Jr. High School Building, located on West Highway 107 on mile 4 North in Edcouch, County of Hidalgo, Texas, including playground for recreational activities.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF HIDALGO AND
THE HIDALGO COUNTY HEAD START PROGRAM**

This Lease is made and entered into by and between the City of Hidalgo, herein referred to as the (“Lessor”) and the Hidalgo County Head Start Program, herein referred to as the (“Lessee”) in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain building described as the Head Start Building lying and being situated at 621 South 5th Street, Hidalgo, Texas in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.”

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENT’S MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Interlocal Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for Twelve (12) months commencing on January 1, 2008 (“Commencement Date”) and ending on **December 31, 2008** (“Termination Date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.05, hereof.

Renewal or Termination

1.03 Provided Lessee has not defaulted in any of the terms, conditions, or provisions thereof, Lessee shall be given the right of renewal and extending the term of the lease hereof, beginning on the first day of January, 2008, for a like term or other terms as may be subsequently agreed to upon by both parties.

Lessor shall give Lessee and Lessee shall give Lessor Notice of Termination of the Lease in writing at least Thirty (30) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed. Lessee shall have the right to terminate the Lease Agreement with or without cause within Thirty (30) days written notice to Lessor.

1.04 Lessee shall comply with the Texas Department of Human Services Inspections in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 Lessee agrees to pay Lessor the maximum rent amount of \$12.00 in 12 equal monthly payments of \$1.00 per month payable on the 1st day of each

month in a proportionate rate for any part of the month unexpired at the legal termination of the Lease. Payment shall be mailed to the City of Hidalgo, 211 E. Esperanza, Hidalgo Texas 78558.

1.06 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

LESSEE shall accept possession Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently belong to LESSOR.

2.03 LESSEE shall be responsible for all personal property taxes and assessments on personal property it owns and uses on the Leased Premises.

ARTICLE 3. IMPROVEMENTS TO PROPERTY

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however, that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain on the property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building and erect reasonable signs, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENANCE ON PREMISES

4.01 ESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 ESSEE will keep all and singular the said building, including all

fixtures, appurtenance, equipment and machinery in such repair as the same are in the commencement of the term, and all repairs shall be at LESSEE's expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenance, equipment and machinery, and damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and of no force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 Lessee shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or his legal representatives LESSEE must name LESSOR as additional insured.

6.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused by LESSEE, its agent or employees.

6.03 LESSEE agrees to at all times, during the term of this lease, have
in
effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 on per occurrence. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried on upon the premises any trade or business, which shall increase the rate of insurance premiums upon the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at all reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable provisions was never contained herein.

7.06 Commitment of Current Revenues Only. In the event that, during any term hereof, the Program does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE, may terminate this Agreement upon sixty (60) days written notice to the other party. The

LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE, pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

7.07 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's Program.

Waiver of Breach

A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

City of Hidalgo
Attn: John David Franz, Mayor
211 E. Esperanza
Hidalgo, TX 78557

Lessee:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Estoppel Information

Lessee shall, at the request of lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____ day of _____, 2007.

LESSEE:

BY: _____
J.D. Salinas III, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

LESSOR:

BY: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

BY: _____
John David Franz, Mayor

City of Hidalgo

APPROVED AS TO FORM:

BY: _____
Hon. Ricardo Gonzalez
OXFORD & GONZALEZ, Attorney
for Hidalgo County Head Start Program

BY: _____
Hon. Steve Crain
ATLAS & HALL
Attorney for Hidalgo County

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Property being described, lying in and being situated 621 South 5th Street, Hidalgo, County of Hidalgo, Texas including playground for recreational activities.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN
THE LA JOYA INDEPENDENT SCHOOL DISTRICT AND
THE HIDALGO COUNTY HEAD START PROGRAM**

This Lease is made and entered into by and between the La Joya Independent School District, herein referred to as the (“Lessor”) and the Hidalgo County Head Start Program, herein referred to as the (“Lessee”) in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain building described as the Head Start Building lying and being situated at the 221 Leo Street, La Joya, Texas in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.”

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENT’S MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Interlocal Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for Twelve (12) months commencing on January 1, 2008 (“Commencement Date”) and ending on **December 31, 2008** (“Termination Date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.05, hereof.

Renewal or Termination

1.03 Provided Lessee has not defaulted in any of the terms, conditions, or provisions thereof, Lessee shall be given the right of renewal and extending the term of the lease hereof, beginning on the first day of January, 2008, for a like term or other terms as may be subsequently agreed to upon by both parties.

Lessor shall give Lessee and Lessee shall give Lessor Notice of Termination of the Lease in writing at least Thirty (30) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed. Lessee shall have the right to terminate the Lease Agreement with or without cause within Thirty (30) days written notice to Lessor.

1.04 Lessee shall comply with the Texas Department of Human Services Inspections in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 Lessee agrees to pay Lessor the maximum rent amount of \$12.00 in 12 equal monthly payments of \$12.00 per month payable on the 1st day of

each month in a proportionate rate for any part of the month unexpired at the legal termination of the Lease. Payment shall be mailed to the La Joya Independent School District, PO Box J, La Joya, Texas 78560.

1.06 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

LESSEE shall accept possession Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently belong to LESSOR.

2.03 LESSEE shall be responsible for all personal property taxes and assessments on personal property it owns and uses on the Leased Premises.

ARTICLE 3. IMPROVEMENTS TO PROPERTY

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however, that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain on the property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building and erect reasonable signs, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENANCE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all

fixtures, appurtenance, equipment and machinery in such repair as the same are in the commencement of the term, and all repairs shall be at LESSEE's expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenance, equipment and machinery, and damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and of no force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 Lessee shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or his legal representatives. LESSEE must name LESSOR as additional insured.

6.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused by LESSEE, its agent or employees.

6.03 LESSEE agrees to at all times, during the term of this lease, have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 on per occurrence. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried on upon the premises any trade or business, which shall increase the rate of insurance premiums upon the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at all reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable provisions was never contained herein.

7.06 Commitment of Current Revenues Only. In the event that, during any term hereof, the Program does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE, may terminate this Agreement upon sixty (60) days written notice to the other party. The

LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE, pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

7.07 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's Program.

Waiver of Breach

A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

La Joya I.S.D.
Attn: Alda Benavides, Superintendent
PO Box J
La Joya, TX 78560

Lessee:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Estoppel Information

Lessee shall, at the request of lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____day of _____, 2007.

LESSEE:

BY: _____
J.D. Salinas III, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

LESSOR:

BY: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

BY: _____
Alda Benavides,
Superintendent, La Joya ISD

APPROVED AS TO FORM:

BY: _____
Hon. Ricardo Gonzalez
OXFORD & GONZALEZ, Attorney
for Hidalgo County Head Start Program

BY: _____
Hon. Steve Crain
ATLAS & HALL
Attorney for Hidalgo County

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION FOR A 0.57 OF AN ACRE TRACT

A 0.57 of an acre tract of land out of Tract 265, Los Ejidos de Reynosa Viejo Subdivision as recorded in Vol. 7, Page 5, Map Records, Hidalgo County, Texas and being more fully described by metes and bounds as follow:

BEGINNING at a set one-half inch iron rod on the east Right-of-Way (R.O.W.) line of FM 2521 (Leo Avenue) also being the south line of a La Joya Water Supply Corporation 1.00 acre tract for the northwest corner of herein described tract. Said point bears S 0 29' 00" W 780.00 feet and East 40.00 feet from the northwest corner of said Tract 265.

THENCE East 155.57 feet along said south line of La Joya Water Supply corporation 1.00 acre tract to a set one-half inch iron rod for the northeast corner of herein described tract.

THENCE S 00 29' 00" W 160.50 feet parallel to said East R.O.W. line of FM 2521 (Leo Avenue) to a set one-half inch iron rod for the southeast corner of herein described tract.

THENCE West 155.57 feet parallel to the south line of said La Joya Supply Corporation 1.00 acre tract to a set one-half inch iron rod on the east R.O.W. line of said FM 2521 (Leo Avenue) for the southwest corner off herein described tract.

THENCE N 00 29' 00" E 160.50 feet along said east R.O.W. line of FM 2521 (Leo Avenue) to the point of beginning and containing 0.57 of an acre (24969 square feet) of land more or less.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF PHARR AND
THE HIDALGO COUNTY HEAD START PROGRAM**

This Lease is made and entered into by and between the City of Pharr, herein referred to as the (“Lessor”) and the Hidalgo County Head Start Program, herein referred to as the (“Lessee”) in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain building described as the Head Start Building lying and being situated at 714 Zapata Street, Pharr, Texas in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.”

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENT’S MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Interlocal Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for Twelve (12) months commencing on January 1, 2008 (“Commencement Date”) and ending on **December 31, 2008** (“Termination Date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.05, hereof.

Renewal or Termination

1.03 Provided Lessee has not defaulted in any of the terms, conditions, or provisions thereof, Lessee shall be given the right of renewal and extending the term of the lease hereof, beginning on the first day of January, 2008, for a like term or other terms as may be subsequently agreed to upon by both parties.

Lessor shall give Lessee and Lessee shall give Lessor Notice of Termination of the Lease in writing at least Thirty (30) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed. Lessee shall have the right to terminate the Lease Agreement with or without cause within Thirty (30) days written notice to Lessor.

1.04 Lessee shall comply with the Texas Department of Human Services Inspections in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 Lessee agrees to pay Lessor the maximum rent amount of \$12.00 in 12 equal monthly payments of \$1.00 per month payable on the 1st day of each

month in a proportionate rate for any part of the month unexpired at the legal termination of the Lease. Payment shall be mailed to the City of Pharr, P.O. Box 13, Pharr, Texas 78577.

1.06 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

LESSEE shall accept possession Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently belong to LESSOR.

2.03 LESSEE shall be responsible for all personal property taxes and assessments on personal property it owns and uses on the Leased Premises.

ARTICLE 3. IMPROVEMENTS TO PROPERTY

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however, that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain on the property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building and erect reasonable signs, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENANCE ON PREMISES

4.01 ESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all

fixtures, appurtenance, equipment and machinery in such repair as the same are in the commencement of the term, and all repairs shall be at LESSEE's expense and

shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenance, equipment and machinery, and damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other
casualty, the parties agree that this lease will be terminated and of no force and effect during that period of time while the Leased Premises cannot be used for
the
purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 Lessee shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or his legal representatives. LESSEE must name LESSOR as additional insured.

6.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused by LESSEE, its agent or employees.

6.03 LESSEE agrees to at all times during the term of this lease have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 on per occurrence. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried on upon the premises any trade or business, which shall increase the rate of insurance premiums upon the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at all reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable provisions was never contained herein.

7.06 Commitment of Current Revenues Only. In the event that, during any term hereof, the Program does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE, may terminate this Agreement upon sixty (60) days written notice to the other party. The

LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE, pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

7.07 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's Program.

Waiver of Breach

A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

City of Pharr
Attn: Leopoldo Palacios, Mayor
PO Box 13
Pharr, TX 78577

Lessee:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Estoppel Information

Lessee shall, at the request of lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____ day
of _____, 2007.

LESSEE:

BY: _____
J.D. Salinas III, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

LESSOR:

BY: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

BY: _____
Leopoldo Palacios, Mayor
City of Pharr

APPROVED AS TO FORM:

BY: _____
Hon. Ricardo Gonzalez
OXFORD & GONZALEZ, Attorney
for Hidalgo County Head Start Program

BY: _____
Hon. Steve Crain
ATLAS & HALL
Attorney for Hidalgo County

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Property being described, lying in and being situated in Lot #77, Colonial Estrella Subdivision, Las Milpas, Hidalgo County, Texas, including playground for recreational activities.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN
THE McALLEN HOUSING AUTHORITY AND
THE HIDALGO COUNTY HEAD START PROGRAM**

This Lease is made and entered into by and between the McAllen Housing Authority, herein referred to as the (“Lessor”) and the Hidalgo County Head Start Program, herein referred to as the (“Lessee”) in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain building described as the Head Start Building lying and being situated at the 1200 North 25th Street, McAllen, Texas in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.”

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENT’S MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Interlocal Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for Twelve (12) months commencing on January 1, 2008 (“Commencement Date”) and ending on **December 31, 2008** (“Termination Date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.05, hereof.

Renewal or Termination

1.03 Provided Lessee has not defaulted in any of the terms, conditions, or provisions thereof, Lessee shall be given the right of renewal and extending the term of the lease hereof, beginning on the first day of January, 2008, for a like term or other terms as may be subsequently agreed to upon by both parties.

Lessor shall give Lessee and Lessee shall give Lessor Notice of Termination of the Lease in writing at least Thirty (30) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed. Lessee shall have the right to terminate the Lease Agreement with or without cause within Thirty (30) days written notice to Lessor.

1.04 Lessee shall comply with the Texas Department of Human Services Inspections in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 Lessee agrees to pay Lessor the maximum rent amount of \$00.00 in 12 equal monthly payments of \$00.00 per month payable on the 1st day of

each month in a proportionate rate for any part of the month unexpired at the legal termination of the Lease. Payment shall be mailed to the McAllen Housing Authority, 2301 Jasmine, McAllen, Texas 78501.

1.06 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

LESSEE shall accept possession Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently belong to LESSOR.

2.03 LESSEE shall be responsible for all personal property taxes and assessments on personal property it owns and uses on the Leased Premises.

ARTICLE 3. IMPROVEMENTS TO PROPERTY

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however, that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain on the property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building and erect reasonable signs, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENANCE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all

fixtures, appurtenance, equipment and machinery in such repair as the same are in the commencement of the term, and all repairs shall be at LESSEE's expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenance, equipment and machinery, and damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and of no force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 Lessee shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or his legal representatives. LESSEE must name LESSOR as additional insured.

6.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused by LESSEE, its agent or employees.

6.03 LESSEE agrees to at all times, during the term of this lease, have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 on per occurrence. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried on upon the premises any trade or business, which shall increase the rate of insurance premiums upon the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at all reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable provisions was never contained herein.

7.06 Commitment of Current Revenues Only. In the event that, during any term hereof, the Program does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE, may terminate this Agreement upon sixty (60) days written notice to the other party. The

LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE, pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

7.07 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's Program.

Waiver of Breach

A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

McAllen Housing Authority
Attn: Joe Saenz, Executive Director
2301 Jasmine
McAllen, TX 78501

Lessee:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Estoppel Information

Lessee shall, at the request of lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____day
of _____, 2007.

LESSEE:

BY: _____
J.D. Salinas III, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

LESSOR:

BY: _____
Joe Saenz, Executive Director
McAllen Housing Authority

APPROVED AS TO FORM:

BY: _____
Hon. Ricardo Gonzalez
OXFORD & GONZALEZ, Attorney
for Hidalgo County Head Start Program

BY: _____
Hon. Steve Crain
ATLAS & HALL
Attorney for Hidalgo County

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Property being described, lying in and being situated in the Cesar Chavez Learning Center, & other improvements located at 1200 North 25th Street, McAllen, Hidalgo, Texas, including playground for recreational activities.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN
THE MERCEDES HOUSING AUTHORITY AND
THE HIDALGO COUNTY HEAD START PROGRAM**

This Lease is made and entered into by and between the Mercedes Housing Authority, herein referred to as the (“Lessor”) and the Hidalgo County Head Start Program, herein referred to as the (“Lessee”) in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain building described as the Head Start Building lying and being situated at the 1100 N. Expressway 83, Mercedes, Texas in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.”

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENT’S MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Interlocal Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for Twelve (12) months commencing on January 1, 2008 (“Commencement Date”) and ending on **December 31, 2008** (“Termination Date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.05, hereof.

Renewal or Termination

1.03 Provided Lessee has not defaulted in any of the terms, conditions, or provisions thereof, Lessee shall be given the right of renewal and extending the term of the lease hereof, beginning on the first day of January, 2008, for a like term or other terms as may be subsequently agreed to upon by both parties.

Lessor shall give Lessee and Lessee shall give Lessor Notice of Termination of the Lease in writing at least Thirty (30) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed. Lessee shall have the right to terminate the Lease Agreement with or without cause within Thirty (30) days written notice to Lessor.

1.04 Lessee shall comply with the Texas Department of Human Services Inspections in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 Lessee agrees to pay Lessor the maximum rent amount of \$3,000.00 in 12 equal monthly payments of \$250.00 per month payable on the 1st

day of each month in a proportionate rate for any part of the month unexpired at the legal termination of the Lease. Payment shall be mailed to the Mercedes Housing Authority, 1025 Anacuita, Mercedes, Texas 78570.

1.06 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

LESSEE shall accept possession Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently belong to LESSOR.

2.03 LESSEE shall be responsible for all personal property taxes and assessments on personal property it owns and uses on the Leased Premises.

ARTICLE 3. IMPROVEMENTS TO PROPERTY

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however, that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain on the property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building and erect reasonable signs, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENANCE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all

fixtures, appurtenance, equipment and machinery in such repair as the same are in the commencement of the term, and all repairs shall be at LESSEE's expense and

shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenance, equipment and machinery, and damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other
casualty, the parties agree that this lease will be terminated and of no force and effect during that period of time while the Leased Premises cannot be used for
the
purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 Lessee shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or his legal representatives. LESSEE must name LESSOR as additional insured.

6.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused by LESSEE, its agent or employees.

6.03 LESSEE agrees to at all times, during the term of this lease, have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 on per occurrence. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried on upon the premises any trade or business, which shall increase the rate of insurance premiums upon the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at all reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable provisions was never contained herein.

7.06 Commitment of Current Revenues Only. In the event that, during any term hereof, the Program does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE, may terminate this Agreement upon sixty (60) days written notice to the other party. The

LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE, pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

7.07 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's Program.

Waiver of Breach

A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Mercedes Housing Authority
Attn: Horacio Pequeño, Exe. Director
1025 Anacuitas
Mercedes, TX 78570

Lessee:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Estoppel Information

Lessee shall, at the request of lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____day
of _____, 2007.

LESSEE:

BY: _____
J.D. Salinas III, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

LESSOR:

BY: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

BY: _____
Horacio Pequeño,
Executive Director
Mercedes Housing Authority

APPROVED AS TO FORM:

BY: _____
Hon. Ricardo Gonzalez
OXFORD & GONZALEZ, Attorney
for Hidalgo County Head Start Program

BY: _____
Hon. Steve Crain
ATLAS & HALL
Attorney for Hidalgo County

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Property being described, lying in and being situated in 1.49 Acre Tract of Land, Blocks 72,,71 of Original Town site of Mercedes, Hidalgo County, Texas, as Recorded in Volume "U" Page 20 of Map Records of Hidalgo County, including playground for recreational activities.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF PALMVIEW AND
THE HIDALGO COUNTY HEAD START PROGRAM**

This Lease is made and entered into by and between the City of Palmview, herein referred to as the (“Lessor”) and the Hidalgo County Head Start Program, herein referred to as the (“Lessee”) in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain building described as the Head Start Building lying and being situated at 1/8 and ¼ Mile N. 495 on FM 2062, Palmview, Texas in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.”

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENT’S MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Interlocal Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for Twelve (12) months commencing on January 1, 2008 (“Commencement Date”) and ending on **December 31, 2008** (“Termination Date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.05, hereof.

Renewal or Termination

1.03 Provided Lessee has not defaulted in any of the terms, conditions, or provisions thereof, Lessee shall be given the right of renewal and extending the term of the lease hereof, beginning on the first day of January, 2008, for a like term or other terms as may be subsequently agreed to upon by both parties.

Lessor shall give Lessee and Lessee shall give Lessor Notice of Termination of the Lease in writing at least Thirty (30) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed. Lessee shall have the right to terminate the Lease Agreement with or without cause within Thirty (30) days written notice to Lessor.

1.04 Lessee shall comply with the Texas Department of Human Services Inspections in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 Lessee agrees to pay Lessor the maximum rent amount of \$3,012.00 in 12 equal monthly payments of \$251.00 per month payable on the 1st

day of each month in a proportionate rate for any part of the month unexpired at the legal termination of the Lease. Payment shall be mailed to the City of Palmview, 400 W. Veterans Bulb. Mission, Texas 78572.

1.06 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

LESSEE shall accept possession Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently belong to LESSOR.

2.03 LESSEE shall be responsible for all personal property taxes and assessments on personal property it owns and uses on the Leased Premises.

ARTICLE 3. IMPROVEMENTS TO PROPERTY

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however, that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain on the property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building and erect reasonable signs, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENANCE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all

fixtures, appurtenance, equipment and machinery in such repair as the same are in the commencement of the term, and all repairs shall be at LESSEE's expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenance, equipment and machinery, and damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and of no force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 Lessee shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or his legal representatives. LESSEE must name LESSOR as additional insured.

6.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused by LESSEE, its agent or employees.

6.03 ESSEE agrees to at all times, during the term of this lease, have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 on per occurrence. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried on upon the premises any trade or business, which shall increase the rate of insurance premiums upon the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at all reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable provisions was never contained herein.

7.06 Commitment of Current Revenues Only. In the event that, during any term hereof, the Program does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE, may terminate this Agreement upon sixty (60) days written notice to the other party. The

LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE, pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

7.07 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's Program.

Waiver of Breach

A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

City of Palmview
Attn: Gorge Garcia, Mayor
400 W. Veteran Bulb.
Mission, TX 78572

Lessee:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Estoppel Information

Lessee shall, at the request of lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____ day
of _____, 2007.

LESSEE:

BY: _____
J.D. Salinas III, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

LESSOR:

BY: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

BY: _____
Jorge Garcia, Mayor
City of Palmview

APPROVED AS TO FORM:

BY: _____
Hon. Ricardo Gonzalez
OXFORD & GONZALEZ, Attorney
for Hidalgo County Head Start Program

BY: _____
Hon. Steve Crain
ATLAS & HALL
Attorney for Hidalgo County

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

MEETS AND BOUNDS FOR A 0.75 OF AN ACRE TRACT

A 0.75 of an acre tract of land out of Lots 80 and 82. Bentsen Groves Subdivision as recorded in Vol.7, Page 13, Map Records, Hidalgo County, Texas and being more fully described by Metes and Bounds as follows:

BEGINNING at a set one-half iron rod for the northwest corner of herein described tract. Said point bears north 597.10 feet and east 455.66 feet from the southwest corner of Lot 78 of said Bentsen Groves Subdivision.

THENCE East 217.80 feet parallel to the north line of said Lot 80 to a found one-half inch iron rod on the west line of an apparent 50 foot Right-of-Way (R.O.W.) For the northeast corner of herein described tract.

THENCE South along said west line of an apparent 50.00 foot R.O.W., pass at 2.90 feet the north line of said Lot 80 and continuing for a total distance of 150.00 feet to a set one –half inch iron rod for the southeast corner of herein described tract.

THENCE West 217.80 feet parallel to the north line of said Lot 80 to a set one-half inch iron rod for the southwest corner of herein described tract.

THENCE North parallel to the west line of said Lot 80, pass at 147.10 feet the north line of said Lot 80 and continuing for a total distance of 150.00 feet to the point of beginning and containing 0.75 of an acre (32,670 square feet) of land more or less.

Facilities provided by the City of Palmview located at 1/8 Mile North of 495 on FM 2062 designated as Head Start classrooms, administration space, and playground area.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF PHARR AND
THE HIDALGO COUNTY HEAD START PROGRAM**

This Lease is made and entered into by and between the City of Pharr, herein referred to as the (“Lessor”) and the Hidalgo County Head Start Program, herein referred to as the (“Lessee”) in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain building described as the Head Start Building lying and being situated at 413 E. Clark, Pharr, Texas in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.”

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENT’S MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Interlocal Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for Twelve (12) months commencing on January 1, 2008 (“Commencement Date”) and ending on **December 31, 2008** (“Termination Date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.05, hereof.

Renewal or Termination

1.03 Provided Lessee has not defaulted in any of the terms, conditions, or provisions thereof, Lessee shall be given the right of renewal and extending the term of the lease hereof, beginning on the first day of January, 2008, for a like term or other terms as may be subsequently agreed to upon by both parties.

Lessor shall give Lessee and Lessee shall give Lessor Notice of Termination of the Lease in writing at least Thirty (30) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed. Lessee shall have the right to terminate the Lease Agreement with or without cause within Thirty (30) days written notice to Lessor.

1.04 Lessee shall comply with the Texas Department of Human Services Inspections in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 Lessee agrees to pay Lessor the maximum rent amount of \$12.00 in 12 equal monthly payments of \$1.00 per month payable on the 1st day of each

month in a proportionate rate for any part of the month unexpired at the legal termination of the Lease. Payment shall be mailed to the City of Pharr, P.O. Box 13, Pharr, Texas 78577.

1.06 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

LESSEE shall accept possession Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently belong to LESSOR.

2.03 LESSEE shall be responsible for all personal property taxes and assessments on personal property it owns and uses on the Leased Premises.

ARTICLE 3. IMPROVEMENTS TO PROPERTY

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however, that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain on the property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building and erect reasonable signs, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENANCE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all

fixtures, appurtenance, equipment and machinery in such repair as the same are in the commencement of the term, and all repairs shall be at LESSEE's expense and

shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenance, equipment and machinery, and damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other
casualty, the parties agree that this lease will be terminated and of no force and effect during that period of time while the Leased Premises cannot be used for
the
purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 Lessee shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or his legal representatives. LESSEE must name LESSOR as additional insured.

6.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused by LESSEE, its agent or employees.

6.03 LESSEE agrees to at all times, during the term of this lease, have
in
effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 on per occurrence. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried on upon the premises any trade or business, which shall increase the rate of insurance premiums upon the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at all reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable provisions was never contained herein.

7.06 Commitment of Current Revenues Only. In the event that, during any term hereof, the Program does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE, may terminate this Agreement upon sixty (60) days written notice to the other party. The

LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE, pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

7.07 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's Program.

Waiver of Breach

A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

City of Pharr
Attn: Leopoldo Palacios, Mayor
PO Box 13
Pharr, TX 78577

Lessee:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Estoppel Information

Lessee shall, at the request of lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____day
of _____, 2007.

LESSEE:

BY: _____
J.D. Salinas III, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

LESSOR:

BY: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

BY: _____
Leopoldo Palacios, Mayor

City of Pharr

APPROVED AS TO FORM:

BY: _____
Hon. Ricardo Gonzalez
OXFORD & GONZALEZ, Attorney
for Hidalgo County Head Start Program

BY: _____
Hon. Steve Crain
ATLAS & HALL
Attorney for Hidalgo County

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Property being described, lying in and being situated in a 0.39 of an acre tract being a portion of Lots #6, #7, and #8, Block 24, Pharr Original Townsite as recorded in Volume 3, page 33, Map Records, Hidalgo County, Texas, including playground for recreational activities.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF PROGRESO AND
THE HIDALGO COUNTY HEAD START PROGRAM**

This Lease is made and entered into by and between the City of Progreso, herein referred to as the (“Lessor”) and the Hidalgo County Head Start Program, herein referred to as the (“Lessee”) in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain building described as the Head Start Building lying and being situated at the S.W. Corner of Palm Street & FM 1015, Progreso, Texas in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.”

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENT’S MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Interlocal Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for Twelve (12) months commencing on January 1, 2008 (“Commencement Date”) and ending on **December 31, 2008** (“Termination Date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.05, hereof.

Renewal or Termination

1.03 Provided Lessee has not defaulted in any of the terms, conditions, or provisions thereof, Lessee shall be given the right of renewal and extending the term of the lease hereof, beginning on the first day of January, 2008, for a like term or other terms as may be subsequently agreed to upon by both parties.

Lessor shall give Lessee and Lessee shall give Lessor Notice of Termination of the Lease in writing at least Thirty (30) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed. Lessee shall have the right to terminate the Lease Agreement with or without cause within Thirty (30) days written notice to Lessor.

1.04 Lessee shall comply with the Texas Department of Human Services Inspections in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 Lessee agrees to pay Lessor the maximum rent amount of \$6,000.00 in 12 equal monthly payments of \$500.00 per month payable on the 1st

day of each month in a proportionate rate for any part of the month unexpired at the legal termination of the Lease. Payment shall be mailed to the City of Progreso, P.O. Box 699, Progreso, Texas 78579.

1.06 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

LESSEE shall accept possession Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently belong to LESSOR.

2.03 LESSEE shall be responsible for all personal property taxes and assessments on personal property it owns and uses on the Leased Premises.

ARTICLE 3. IMPROVEMENTS TO PROPERTY

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however, that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain on the property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building and erect reasonable signs, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENANCE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all

fixtures, appurtenance, equipment and machinery in such repair as the same are in the commencement of the term, and all repairs shall be at LESSEE's expense and

shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenance, equipment and machinery, and damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other
casualty, the parties agree that this lease will be terminated and of no force and effect during that period of time while the Leased Premises cannot be used for
the
purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 Lessee shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or his legal representatives. LESSEE must name LESSOR as additional insured.

6.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused by LESSEE, its agent or employees.

6.03 LESSEE agrees to at all times, during the term of this lease, have
in
effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 on per occurrence. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried on upon the premises any trade or business, which shall increase the rate of insurance premiums upon the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at all reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable provisions was never contained herein.

7.06 Commitment of Current Revenues Only. In the event that, during any term hereof, the Program does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE, may terminate this Agreement upon sixty (60) days written notice to the other party. The

LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE, pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

7.07 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's Program.

Waiver of Breach

A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

City of Progreso
Attn: Homer Vela, Mayor
PO Box 699
Progreso, TX 78579

Lessee:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Estoppel Information

Lessee shall, at the request of lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____ day of
, 2007.

LESSEE:

BY: _____
J.D. Salinas III, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

LESSOR:

BY: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

BY: _____
Homer Vela, Mayor

City of Progreso

APPROVED AS TO FORM:

BY: _____
Hon. Ricardo Gonzalez
OXFORD & GONZALEZ, Attorney
for Hidalgo County Head Start Program

BY: _____
Hon. Steve Crain
ATLAS & HALL
Attorney for Hidalgo County

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Property being described, lying in and being situated in Lot #17, #18, #19, #20, Block 7, Progreso, Hidalgo County, Texas, including playground for recreational activities.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SAN JUAN AND
THE HIDALGO COUNTY HEAD START PROGRAM**

This Lease is made and entered into by and between the City of San Juan, herein referred to as the (“Lessor”) and the Hidalgo County Head Start Program, herein referred to as the (“Lessee”) in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain building described as the Head Start Building lying and being situated at the 200 North Cougar Street, San Juan, Texas, in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.”

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENT’S MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Interlocal Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for Twelve (12) months commencing on January 1, 2008 (“Commencement Date”) and ending on **December 31, 2008** (“Termination Date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.05, hereof.

Renewal or Termination

1.03 Provided Lessee has not defaulted in any of the terms, conditions, or provisions thereof, Lessee shall be given the right of renewal and extending the term of the lease hereof, beginning on the first day of January, 2008, for a like term or other terms as may be subsequently agreed to upon by both parties.

Lessor shall give Lessee and Lessee shall give Lessor Notice of Termination of the Lease in writing at least Thirty (30) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed. Lessee shall have the right to terminate the Lease Agreement with or without cause within Thirty (30) days written notice to Lessor.

1.04 Lessee shall comply with the Texas Department of Human Services Inspections in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 Lessee agrees to pay Lessor the maximum rent amount of \$12.00 in 12 equal monthly payments of \$12.00 per month payable on the 1st day of

each month in a proportionate rate for any part of the month unexpired at the legal termination of the Lease. Payment shall be mailed to the City of San Juan, 709 South Nebraska, San Juan, Texas 78589.

1.06 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

LESSEE shall accept possession Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently belong to LESSOR.

2.03 LESSEE shall be responsible for all personal property taxes and assessments on personal property it owns and uses on the Leased Premises.

ARTICLE 3. IMPROVEMENTS TO PROPERTY

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however, that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain on the property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building and erect reasonable signs, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENANCE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all

fixtures, appurtenance, equipment and machinery in such repair as the same are in the commencement of the term, and all repairs shall be at LESSEE's expense and

shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenance, equipment and machinery, and damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other
casualty, the parties agree that this lease will be terminated and of no force and effect during that period of time while the Leased Premises cannot be used for
the
purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 Lessee shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or his legal representatives. LESSEE must name LESSOR as additional insured.

6.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused by LESSEE, its agent or employees.

6.03 LESSEE agrees to at all times, during the term of this lease, have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 on per occurrence. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried on upon the premises any trade or business, which shall increase the rate of insurance premiums upon the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at all reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable provisions was never contained herein.

7.06 Commitment of Current Revenues Only. In the event that, during any term hereof, the Program does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE, may terminate this Agreement upon sixty (60) days written notice to the other party. The

LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE, pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

7.07 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's Program.

Waiver of Breach

A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

City of San Juan
Attn: San Juanita Sanchez, Mayor
709 South Nebraska
San Juan, TX 78589

Lessee:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Estoppel Information

Lessee shall, at the request of lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____day of
, 2007.

LESSEE:

BY: _____
J.D. Salinas III, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

LESSOR:

BY: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

BY: _____
San Juanita Sanchez, Mayor City
of San Juan

APPROVED AS TO FORM:

BY: _____
Hon. Ricardo Gonzalez
OXFORD & GONZALEZ, Attorney
for Hidalgo County Head Start Program

BY: _____
Hon. Steve Crain
ATLAS & HALL
Attorney for Hidalgo County

Date Approved by Policy Council:

Date Approved by County Commissioner:

EXHIBIT "A"

Property being described, lying in and being situated in the Southwest corner (12,700 square feet) of the West 2.5 acres of the North 5.0 acres of the West 14.18 acres of the South 26.80 acres of Lot 15, Block 6, John Closner Subdivision, San Juan, Hidalgo, Texas, including playground for recreational activities.

AI-5763

9.E.

Lease Extensions

CC REGULAR

Date: 10/02/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/approval for Hidalgo County Head Start Program to exercise options to extend (as part of contracts) for an additional one (1) year term lease agreements for facilities and/or land with the following entities and/or vendor:

Center	Landlord	Center	Landlord
Donna IV H/S	Texas Properties	Mercedes II H/S	Texas Properties
Edinburg III H/S	Texas Properties	Mission III H/S	Texas Properties
Las Milpas II H/S	Texas Properties	Mission IV H/S	Texas Properties
McAllen IV H/S	Texas Properties	Weslaco II H/S	Horacio Aguirre
McAllen VI H/S	Texas Properties	Western Road H/S	San Martin de Porras
Granjeno H/S	Daniel Garza		

BACKGROUND

Policy Council Approval: 09-19-07

Fiscal Impact

Attachments

Link: [5763 Lease Extensions](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/26/2007 03:58 PM	APRV
2	Dale Kennan	Dale Kennan	09/27/2007 03:01 PM	APRV
3	Purchasing Department	Marty Salazar	09/27/2007 03:12 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 11:11 AM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:12 PM	APRV

Form Started By: Linda Galaviz
 Started On: 09/26/2007 02:12 PM
 Final Approval Date: 09/28/2007



Hidalgo County Head Start Program Policy Council Agenda

DATE: September 19, 2007

SUBJECT: Discussion/Approval For Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term Lease Agreement for Facilities and/or Land with the following private entities: Texas Regional Properties, Horacio Aguirre, Daniel Garza (Land), and San Martin de Porres Church (Land)

RATIONALE/NEED: Lease agreements need to be secured in order to provide services to the children and families.

RECOMMENDATION: Administration Recommends Approval

COST: As specified on Lease Agreement

RELATED INFORMATION INCLUDED: Lease Extension

INITIATED BY: Ambrosio Tovar, Procurement Director *A. Tovar*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *E. Garcia*

PROGRAM DIRECTOR'S APPROVAL: Leresa Flores *Leresa Flores*



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR LEASE EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease agreement for one (1) additional year as stated in the existing contract dated November 1st, 2006 to October 31st, 2007 between Hidalgo County and **La Amistad Apartments L.P. (Donna IV)** for the property located at 202 West South Avenue Donna, TX. (the "Original Lease Agreement").

If La Amistad Apartments agrees to this one (1) year extension of the original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2.01, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation to La Amistad Apartments for its cooperation and support in this matter.

The beginning and ending date of this Lease Agreement extension shall be **November 1st, 2007** through **October 31st, 2008**. The original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: La Amistad Apartments L.P.
202 West South Avenue
Donna, Tx.

Authorized Official:

By: _____

Title: _____

Date: _____

ONE YEAR LEASE EXTENSION (Cont.)

Hidalgo County Head Start Program

Date approved by Policy Council: 9/19/2007

Date approved by Policy Commissioner's:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J.D. Salinas III, County Judge

Approved As To Form:

Oxford & Gonzalez

Ricardo Gonzalez

Approved As To Form:

Atlas & Hall, L.L.P.

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR LEASE EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease agreement for one (1) additional year as stated in the existing contract dated September 1st, 2005 to August 31st, 2006 between Hidalgo County and **Galilean Apartments L.P. (Edinburg III)** for the property located at 3817 South I Road Edinburg, Tx. 78539 (the "Original Lease Agreement").

If Galilean Apartments, L.P. agrees to this one (1) year extension of the original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2.01, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation to Galilean Apartments, L.P. for its cooperation and support in this matter.

The beginning and ending date of this Lease Agreement Extension shall be **September 1, 2007** through **August 31st, 2008**. The Original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: Galilean Apartments L.P.
3817 South I Road
Edinburg, Tx. 78539

Authorized Official:

By: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

Date approved by Policy Council: 9/19/2007

Date approved by Commissioner's Court:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J.D. Salinas III, County Judge

Approved As To Form:
Oxford & Gonzalez

Ricardo Gonzalez

Approved As To Form:
Atlas & Hall, L.L.P.

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR LEASE EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease agreement for one (1) additional year as stated in the existing contract dated January 1st, 2007 to December 31st, 2007 between Hidalgo County and **Daniel Garza (Granjeno)** for the property located at 6610 South FM 494 Mission, Tx. (the "Original Lease Agreement").

If Daniel Garza agrees to this one (1) year extension of the Original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2, TERMS, of the Original Lease Agreement.

The Head Start Program wishes to express its appreciation to Daniel Garza for its cooperation and support in this matter.

The beginning and ending date of this Lease Extension shall be **January 1st, 2008** through **December 31st, 2008**. The Original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: Daniel Garza
6610 South FM 494
Mission, Tx.

Authorized Official:

By: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

Date approved by Policy Council: 9/19/2007

Date approved by Commissioner's Court

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J.D. Salinas III, County Judge

Approved As To Form:

Oxford & Gonzalez

Ricardo Gonzalez

Approved As To Form:

Atlas & Hall, L.L.P.

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR LEASE EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease agreement for one (1) additional year as stated in the existing contract dated November 1st, 2006 to October 31st, 2007 between Hidalgo County and **El Pueblo Apartments L.P. (Las Milpas II)** for the property located at 901 Thomas Pharr, TX. (the "Original Lease Agreement").

If El Pueblo Apartments agrees to this one (1) year extension of the original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2.01, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation to El Pueblo Apartments for its cooperation and support in this matter.

The beginning and ending date of this Lease Extension shall be **November 1st, 2007** through **October 31st, 2008**. The original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: El Pueblo Apartments L.P.
901 Thomas
Pharr, TX.

Authorized Official:

By: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

Date approved by Policy Council: 9/19/2007

Date approved by Commissioner's Court

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J.D. Salinas III, County Judge

Approved As To Form:

Oxford & Gonzalez

Ricardo Gonzalez

Approved As To Form:

Atlas & Hall, L.L.P.

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR LEASE EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease Agreement for one (1) additional year as stated in the existing contract dated August 1st, 2006 to July 31st, 2007 between Hidalgo County and **Padre De Vida Apartments L.P. (McAllen IV)** for the property located at 3900 South Ware Road, McAllen, Tx 78501. (the "Original Lease Agreement").

If Padre De Vida Apartments, L.P. agrees to this one (1) year extension of the original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2.01, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation to Padre De Vida Apartments, L.P. for its cooperation and support in this matter.

The beginning and ending date of this Lease Agreement Extension shall be **August 1, 2007** through **July 31st, 2008**. The Original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: Padre De Vida Apartments L.P.
3900 South Ware Road
McAllen, Tx. 78501

Authorized Official:

By: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

Date approved by Policy Council: 9/19/2007

Date approved by Commissioner's Court:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J.D. Salinas III, County Judge

Approved As To Form:

Oxford & Gonzalez

Ricardo Gonzalez

Approved As To Form:

Atlas & Hall, L.L.P.

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR LEASE EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease agreement for one (1) additional year as stated in the existing contract dated November 1st, 2006 to October 31st, 2007 between Hidalgo County and **El Patrimonio Apartments L.P. (McAllen VI)** for the property located at 2601 Sara Avenue McAllen, TX. (the "Original Lease Agreement").

If El Patrimonio Apartments agrees to this one (1) year extension of the Original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2, TERMS, of the Original Lease Agreement.

The Head Start Program wishes to express its appreciation to El Patrimonio Apartments for its cooperation and support in this matter.

The beginning and ending date of this Lease Extension shall be **November 1st, 2007** through **October 31st, 2008**. The Original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: El Patrimonio Apartments L.P.
2601 Sara Avenue
McAllen, TX.

Authorized Official:

By: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

Date approved by Policy Council: 9/19/2007

Date approved by Commissioner's:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J.D. Salinas III, County Judge

Approved As To Form:

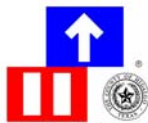
Oxford & Gonzalez

Ricardo Gonzalez

Approved As To Form:

Atlas & Hall, L.L.P.

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR LEASE EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center agreement for one (1) additional year as stated in the existing contract dated November 1st, 2006 to October 31st, 2007 between Hidalgo County and **La Estancia Apartments L.P. (Mercedes II)** for the property located at 3601 East Mile 8 North Mercedes, Tx. (the "Original Lease Agreement").

If La Estancia Apartments agrees to this one (1) year extension of the original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2.01, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation to La Estancia Apartments for its cooperation and support in this matter.

The beginning and ending date of this Lease Agreement extension shall be **November 1st, 2007** through **October 31st, 2008**. The original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: La Estancia Apartments L.P.
3601 East Mile 8 North
Mercedes, TX

Authorized Official:

By: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

Date approved by Policy Council: 9/19/2007

Date approved by Commissioner's Court

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J.D. Salinas III, County Judge

**Approved As To Form:
Oxford & Gonzalez**

Ricardo Gonzalez

**Approved As To Form:
Atlas & Hall, L.L.P.**

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR LEASE EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease agreement for one (1) additional year as stated in the existing contract dated August 1st, 2006 to July 31st, 2007 between Hidalgo County and **Pueblo De Paz Apartments L.P. (Mission III)** for the property located at 3401 North Mayberry Road Mission, Tx. (the "Original Lease Agreement").

If Pueblo De Paz Apartments L.P. agrees to this one (1) year extension of the Original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2.01, TERMS, of the Original Lease Agreement.

The Head Start Program wishes to express its appreciation to Pueblo De Paz Apartments L.P. for its cooperation and support in this matter.

The beginning and ending date of this Lease Agreement extension shall be **August 1st, 2007** through **July 31st, 2008**. The original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: El Pueblo Apartments L.P.
3401 North Mayberry Road
Mission, Tx. 78572

Authorized Official:

By: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

Date approved by Policy Council: 9/19/2007

Date approved by Commissioner's Court:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J.D. Salinas III, County Judge

**Approved As To Form:
Oxford & Gonzalez**

Ricardo Gonzalez

**Approved As To Form:
Atlas & Hall, L.L.P.**

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR LEASE EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease agreement for one (1) additional year as stated in the existing contract dated September 1st, 2006 to August 31st, 2007 between Hidalgo County and **Rio De Vida Apartments L.P. (Mission IV)** for the property located at 301 South Inspiration Mission, Tx. 78572 (the "Original Lease Agreement").

If Rio De Vida Apartments, L.P. agrees to this one (1) year extension of the original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation to Rio De Vida Apartments, L.P. for its cooperation and support in this matter.

The beginning and ending date of this Lease Agreement extension shall be **September 1st, 2007** through **August 31st, 2008**. The original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: Rio De Vida Apartments L.P.
301 South Inspiration
Mission, Tx. 78572

Authorized Official:

By: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

Date approved by Policy Council: 9/19/2007

Date approved by Commissioner's Court:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J.D. Salinas III, County Judge

**Approved As To Form:
Oxford & Gonzalez**

Ricardo Gonzalez

**Approved As To Form:
Atlas & Hall, L.L.P.**

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR LEASE EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease agreement for one (1) additional year as stated in the existing contract dated January 1st, 2007 to December 31st, 2007 between Hidalgo County and **Columbus Club of Weslaco (Weslaco II)** for the property located at 9 Mile West 5 Miles North Weslaco, Tx. (the "Original Lease Agreement").

If Knight of Columbus agrees to this one (1) year extension of the Original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 2, TERMS, of the Original Lease Agreement.

The Head Start Program wishes to express its appreciation to Knight of Columbus for its cooperation and support in this matter.

The beginning and ending date of this Lease Extension shall be **January 1st, 2008** through **December 31st, 2008**. The Original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: Columbus Club of Weslaco
9 Mile West 5 Miles North
Weslaco, Tx.

Authorized Official:

By: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

Date approved by Policy Council: 9/19/2007

Date approved by Commissioner's Court:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J.D. Salinas III, County Judge

**Approved As To Form:
Oxford & Gonzalez**

Ricardo Gonzalez

**Approved As To Form:
Atlas & Hall, L.L.P.**

Stephen L. Crain



Hidalgo County Head Start Program

¼ Mile West of 10th St. on State Hwy 107, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ONE YEAR LEASE EXTENSION

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease agreement for one (1) additional year as stated in the existing contract dated January 1st, 2007 to December 31st, 2007 between Hidalgo County and **San Martin De Porres Catholic Church (Western Rd.)** for the property located at Corner of 2221 & Western Rd. Mission, TX. 78572. (the "Original Lease Agreement").

If San Martin De Porres Catholic Church agrees to this one (1) year extension of the Original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Extension. It should be noted that the basis of this one (1) year extension is listed under OPTION TO RENEW, of the Original Lease Agreement.

The Head Start Program wishes to express its appreciation to San Martin De Porres Catholic Church for its cooperation and support in this matter.

The beginning and ending date of this Lease Extension shall be **January 1, 2008** through **December 31st, 2008**. The Original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: San Martin De Porres Catholic Church
Corner of 2221 & Western Rd.
Mission, TX 78572

Authorized Official:

By: _____

Title: _____

Date: _____

Hidalgo County Head Start Program

Date approved by Policy Council: 9/19/2007

Date approved by Policy Commissioner's:

Head Start Program

Teresa Flores, Executive Director

Hidalgo County

J.D. Salinas III, County Judge

**Approved As To Form:
Oxford & Gonzalez**

Ricardo Gonzalez

**Approved As To Form:
Atlas & Hall, L.L.P.**

Stephen L. Crain

AI-5792

10.A.

**Approval of Title IV -E Contract
CC REGULAR**

Date: 10/02/2007
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Area: District Attorney

Information

CAPTION

1. Approval of a contract between Texas Department of Family and Protective Services and Hidalgo County.
2. Approval for County Judge to sign contract.

BACKGROUND

Texas Department of Family and Protective Services will reimburse the county for part of the expenses when the county handles Title IV E cases. Contract period is from 9-1-07 to 8-31-08.

Fiscal Impact

Attachments

Link: [Letter](#)
Link: [contract1](#)
Link: [contract2](#)
Link: [contractcw](#)
Link: [attachment](#)
Link: [AI 5792 Title IV
Budget-DA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/27/2007 09:43 AM	APRV
2	Ivan Cantu	Ivan Cantu	09/27/2007 01:03 PM	APRV
3	Purchasing Department	Marty Salazar	09/27/2007 03:15 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 12:17 PM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:13 PM	APRV

Form Started By: Roy Cazares
Started On: 09/26/2007 04:49 PM

Final Approval Date: 09/28/2007



TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
Carey D. Cockerell

August 8, 2007

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

ATTN: Mari Gutierrez

**RE: Title IV-E Contract Documents for
Contract Numbers: 23381024 & 23381025**

Dear Judge Salinas:

Enclosed you will find (2) two copies of your Title IV-E contracts with the Texas Department of Family and Protective Services (DFPS or Department) and two copies of the forms needed to implement contract.

By law, DFPS may contract with a county commissioner's court to administer the funds authorized for eligible children in the county. On this basis, DFPS has developed and implemented a standard statewide outreach program under which the Department:

- informs each county of the availability of federal funds to pay costs of providing child protective services within the county; and
- provides technical assistance upon request to a county seeking federal funds.

Counties usually have a Child Welfare Board when they have a Title IV-E contract; however, the contract is with the county, **not** the Child Welfare Board.

1. **County child welfare services contracts (financial)** are entered into with a county government to establish and maintain a child welfare board, and they allow

for the reimbursement of eligible Title IV-E expenditures to counties for the child welfare board and/or foster children. Reimbursable expenditures include foster care maintenance, administrative costs, and training expenses.

2. **County legal services contracts** are entered into with county governments and allow for the reimbursement of costs of legal services for foster children. Reimbursable expenditures include administrative costs and training expenses.

Title IV, one of 20 titles of the Social Security Act, addresses grants to States for aid and services to needy families with children and for child welfare services. Specifically, Title IV-E provides financial assistance to States for payments and expenses related to:

- foster care maintenance;
- administrative costs; and
- training.

Nationally, Title IV is administered by the Department of Health and Human Services (HHS). Regulations of the Secretary of HHS relating to Title IV are published in the Code of Federal Regulations.

In Texas, the Texas Department of Family and Protective Services (DFPS) administer Title IV-E of the Social Security Act. DFPS is the single state agency responsible for the IV-E program in Texas. DFPS is responsible to both the federal and state government for ensuring that 100% of the money involved in the contract is IV-E allowable and that it is serving the purpose of carrying out the intent of the IV-E program.

Many Title IV-E contracts are considered **sub recipient** contracts and, as such, are subject to particular rules and regulations that may not apply to *vendor* contracts. As defined in OMB Circular A-133 and UGMS, a sub recipient is a "non-federal or non-state entity that expends federal or state awards received from a pass-thru entity to carry out a federal or state program, but does not include an individual who is a beneficiary of such a program." All counties that expend \$500,000 or more in federal or state funding in the aggregate are required to have a "single audit" (see OMB Circular A-133 and UGMS Part IV).

Please complete all applicable documents and sign them in blue ink.

Upon receipt of the contract documents, the authorized DFPS person will sign, and we will return an original contract to you for your file. **All contract documents need to be returned to me no later than August 22, 2007.**

This will ensure that your contract will be processed by August 31, 2007. **Return the documents to me at the following address:**

DFPS
Albesa Luna, Mail Code 108-1
Contract Manager
2520 South I Road
Edinburg, Texas 78539

If you have any questions regarding the proper completion of the enclosed documents contact me at (956)316-8270. **IF YOU DO NOT INTEND TO CONTRACT WITH THE DEPARTMENT, PLEASE CONTACT ME IMMEDIATELY SO THAT WE MAY INITIATE CONTRACT CLOSURE.**

Respectfully,

Albesa Luna
Contract Manager

C: Craig Ward, DFPS Contracts Director
Ray Eufrazio, CPA, County Auditor
Mike Escaname, County Auditor's Office

Enclosures: Contract documents and Form 2046

State of Texas
Title IV-E County Legal Services Contract

Contract # 23381024

- I. **Parties.** The Texas Department of Family and Protective Services (DFPS), hereinafter referred to as the Department, and **Hidalgo County** (a subdivision of the State of Texas), hereinafter referred to as the Contractor, do hereby make and enter into this contract, which, together with its incorporated documents, constitutes the entire agreement under the above referenced contract number between the Department and the Contractor. The Department and the Contractor make this contract for the following mutual considerations.

- II. **Authority to Contract.** The Department is authorized to enter into this contract under Human Resources Code Chapter 40. Pursuant to §§ 40.0566 and 40.058, this contract is not subject to Chapter 771 or 791 of the Government Code.

- III. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of the State of Texas. Unless otherwise mutually agreed, venue will be in State District Court, Travis County, Texas. Resulting payments shall be due and payable in Travis County, Texas.

- IV. **Contract Elements.** This contract between the parties and any successor or permitted assignee consists of the signed written contract and all instruments incorporated by reference which are the documents listed in Section XI of this contract. The contract includes all elements in this document and in the attachments. The Cost Allocation Plan is a required attachment. This contract may be amended only in writing and by mutual agreement.

- V. **Financial Limitations and Considerations.**
 - A. **Funds Availability.** This contract is at all times contingent upon the availability and receipt of federal funds that the Department has allocated to this contract; and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced at the discretion of the Department.
 - B. **Amount of Payment.** The Department agrees to pay the Contractor from available federal funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department. If project income accrues, the Contractor shall add the program income to funds committed to the contract services and shall use them to further eligible IV-E objectives, or the Contractor shall deduct program income from the total allowable costs in determining the net allowable costs on which the Federal share of costs is based.
 - C. **Basis for Payment.** The basis for payment for services rendered under this contract is indicated in the service terms with the Cost Allocation Plan. The Contractor agrees to this basis for payment and to adhere to the fiscal and billing policies and procedures of the Department. The Department is not obligated to pay unauthorized costs or to pay more than the Contractor's allowable and actually incurred costs consistent with federal and state regulations. The Contractor is responsible for submitting bills in an accurate and timely manner for each quarter by the end of the following quarter and for notifying the Department of any need to expedite payment. If the quarterly bills for the county average or are expected to average less than \$1,000 per quarter, the County may request, and the Contract Manager for the Department may grant written permission to submit bills on an annual basis with the bill for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year. The Department will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment.

State of Texas
Title IV-E County Legal Services Contract

D. The Contractor understands and agrees that:

1. The reimbursement made to the Contractor shall not exceed the Contractor's actual costs to provide the services under this contract and that the Contractor's actual costs, both direct and indirect, must be allowable, reasonable and allocable to Subtitle IV-E of the Social Security Act according to the Office of Management and Budget Circulars A-87 and A-110, 40 TAC §§732.240-256 and any other applicable Department regulations.
2. Transfers between line items of the budget, which is an integral part of the Cost Allocation Plan, will be allowed without prior approval from the contract manager when transfers are for allowable items as defined by the Department and do not result in a significant change in the character or scope of the program. Any transfers must be described and reported every quarter by letter along with a revised Cost Allocation Plan and supporting narrative to the Department. Prior written approval must be secured when transfers, regardless of the amount, would result in a significant change in the character or scope of the program. Lack of prior approval in these instances will be grounds for disallowance or recovery of unapproved payments, other adverse action, or termination of this contract at the option of the Department.

E. Physical Property. The Contractor shall assume responsibility for the protection of all physical property and equipment purchased under this contract and shall take appropriate measures to meet this obligation. The Contractor shall furnish the Department with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, the Contractor shall notify appropriate local law enforcement authorities.

F. Equipment. The Contractor shall follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding the title to any equipment bought under this contract with funds allocated to the Contractor or its subcontractor. Title to equipment shall vest with Contractor or Subcontractor as stated in 45 CFR Part 74.34. The Contractor shall not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. The Contractor shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of equipment which is available to the Department at all times upon request.

G. Regulation Compliance. The Contractor shall remain in compliance with 45 CFR Part 74, Office of Management and Budget (OMB) Circular A-110, OMB Circular A-87 and 40 Texas Administrative Code (TAC) §§732.240-256. In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations shall control in the following order of precedence: 45 CFR Part 74, OMB Circular A-110, OMB Circular A-87 and 40 TAC §§732.240-256.

H. Lobbying Limitations. The Contractor shall not use any funding under this contract to influence the outcome of elections or the passage or defeat of any legislative measures.

I. Matching Requirements. The Contractor shall provide at least the amount of non-Federal share as identified in the contract Cost Allocation Plan or through other written notice from the Department.

J. Taxes. The Department shall not be liable for state, local, or federal excise taxes. The Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both Federal and State Unemployment insurance coverage and standard Workers' Compensation Insurance coverage. The Contractor must comply with all Federal and State tax laws and withholding requirements. The Department will not be liable to the Contractor or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements.

State of Texas
Title IV-E County Legal Services Contract

- K. **Force Majeure.** Neither party shall be financially liable to the other party for delays or failures to perform in contract performance caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case, notification shall be done in as timely a manner as possible. The Contractor agrees that breach of this provision entitles the Department to reduce or stop payments or immediately terminate this contract.
- L. **Accounting.** The Contractor shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants and OMB Circular A-87; and follow Department fiscal management policies and procedures in submitting timely billings and maintain financial records required to be kept under this contract.
- M. **Record Keeping.** The Contractor shall maintain financial, programmatic, and supporting documents, statistical records, inventories of non-expendable property acquired, and other records pertinent to claims submitted during the contract period for a minimum of five years after the termination of the contract period, or for five years after the end of the federal fiscal year in which services were provided if this contract has no specific termination date. If any litigation, claim, or audit involving these records begins before the five-year period expires, the Contractor will keep the records and documents for not less than five years and until all litigation, claims, or audit findings are resolved. The case is considered resolved when a final order is issued in litigation, or a written agreement is entered into between the Department and the Contractor. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to be separate contract periods.
- N. **Reviews.** The Contractor shall cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by the Contractor and subcontractor which may be conducted by the Department or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this contract or subcontract, but only if such exception or irregularity is due to the sole negligence of the Contractor, which may be found after review by the Department or the United State Department of Health and Human Services; and to be responsible for the timely and proper collection and reimbursement to the Department of any amount paid in excess of the proper billing amount.
- Acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract or any subcontract. Contractor further agrees to cooperate fully with the State Auditor's office or its successor, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- O. **Notice of Funding.** The Contractor shall place prominent notices acknowledging the funding it receives from the Department in all of its literature that describes services covered by this contract. This notice will also appear in the Contractor's annual financial report, if any is issued.
- P. Contractor agrees that should the Contractor ever be shown by the Texas Comptroller of Public Accounts as "not in good standing" or should the Comptroller be prohibited from issuing a warrant or electronic funds transfer to Contractor, then the Department's payments under this contract shall be applied directly toward eliminating the Contractor's debt or delinquency to the State of Texas. This requirement specifically applies to any debt or delinquency, regardless of when it arises. The comptroller may determine the order in which debts or delinquencies are reduced or eliminated.

State of Texas
Title IV-E County Legal Services Contract

VI. Reporting Requirements.

- A. The Contractor shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the Department in appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, clients' records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the Department, the U.S. Department of Health and Human Services, or their authorized representatives.
- B. In developing, copying, and disseminating reports or other information under this contract, the Department and Contractor agree to the following:

The Contractor retains all rights to copyright, use, reproduce, and distribute any material written or produced by the Contractor that is the subject of this contract. If the contractor develops any materials using funds from this contract, the Contractor must grant the Department and the federal government a royalty-free, nonexclusive, and irrevocable license or right to reproduce, translate, publish, use, disseminate, and dispose of such materials and to authorize others to do so for governmental purposes.

VII. Additional Responsibilities of Contractor and Subcontractor. The Contractor shall be responsible to the Department for any subcontractor's performance under this contract. The Contractor shall, and will require any subcontractor to agree to:

- A. Provide services in accordance with the provisions of this contract; and to allow the Department and its representatives to monitor, audit, evaluate and otherwise review the services provided and related documentation, but only to the extent permitted or required by law.
- B. Notify the Department immediately and in advance of any significant change affecting the Contractor, including change of the Contractor's name or identity, ownership or control, governing board membership, personnel appointed under this Contract, payee identification number, and other. Notice will be provided in writing to the Department within ten (10) working days of the change.
- C. Refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from the designated official Department signatory. Request for approval must be submitted in writing by the Contractor and include the qualifications of the subcontractor to perform and meet the standards of this contract. The Contractor shall be responsible to the Department for any subcontractor's performance.
- D. Provide statements from subcontractors signed by an official duly authorized to legally obligate the subcontractor and attest to the fact that it shall provide the services as represented in this contract, including the incorporated documents, with no disruption to service delivery. A similar statement must be signed by each subcontractor who will provide services as part of the contract. Each subcontractor may be required to submit ownership information and other information related to this contract. The Contractor may disclose any information regarding subcontractors.
- E. Remove any employee from direct client contact who is alleged to have committed an offense of abuse, neglect, or exploitation; or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal code; or an offense under the Texas Controlled Substances Act. If it is determined that the employee has not committed such offenses, the employee may again be assigned to direct client contact; however, the Contractor or Subcontractor shall notify the Department of its intent to do so ten (10) working days prior to the reassignment. The Contractor or Subcontractor must provide the Department with further information concerning the reasons for the reassignment upon the request of the Department. If

State of Texas
Title IV-E County Legal Services Contract

the employee is found to have committed any of the offenses listed in this paragraph, the employee shall not be reassigned to duties involving any direct contact with clients.

- F. Comply with all applicable federal and state regulations and with the Department's policies and procedures regarding services delivered under this contract included by not limited to the following:
1. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations and federal circulars, as amended.
 2. Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the Provider agrees to comply with Title 40, Chapter 73 of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.
 3. Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).
 4. Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under this contract.
 5. Establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations. This provision does not limit the Department's right of access to client case records or other information relating to clients served under this contract, except to the extent that the Department acts outside of applicable state or federal law, rules or regulations applicable to such record or information.
 6. Promptly report any suspected case of abuse or neglect to the appropriate Child Protective Services' offices within the Department as required by the Texas Family Code, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.
 7. If specific qualifications are set forth in job descriptions required by the Department, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the Department.
 8. To the extent permitted by Law, Contractor will verify and disclose, or cause its employees and volunteers to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of all who have direct contact with clients.
 9. Comply with state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the United States Department of Health and Human Services and the Texas Department of Family and Protective Services.
 10. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
 11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

State of Texas
Title IV-E County Legal Services Contract

12. All applicable state and federal laws, rules, and regulations regarding conflicts of interest in the performance of its duties under this Agreement. Contractor warrants that it has no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with its performance under this Agreement.

- G. Submit an annual financial and compliance audit of the Contractor's fiscal year-end in accordance with Single Audit requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations), if applicable.
- H. Contractor has full responsibility to anticipate and mitigate any four digit year related events that could adversely affect the timely performance of this Contract or the date-related operations of any goods and/or services provided pursuant to it. Contractor warrants the fault free performance in the processing of date and/or date-related data by any product developed and delivered to Department pursuant to this Contract. Fault-free performance includes manipulation of data with dates prior to, through, and beyond January 1, 2000, and during leap years. Contractor agrees that all software developed and delivered pursuant to the Contractual requirements herein shall use four digit year elements. Contractor further agrees that four digit year elements will be used in any electronic data interchange that may occur with the Department as a result of this Contract. Contractor shall not be entitled to additional compensation or additional time to perform the obligations under this Contract as a result of Year 2000 events.

VIII. **Service Provisions.** The Contractor agrees to provide services as specified below unless amended by both parties:

A. **Statement of Need.**

Title IV-E of the Social Security Act provides financial assistance to States for expenditures related to the preparation for and participation in judicial determination for cases filed by the Department in order to carry out applicable provisions of Title IV-E. The Department is responsible for this program, but may contract with counties for such services to children who have been determined to be eligible under IV-E.

B. **Goal.**

The goal of this contract is to provide fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act, including the training of county staff in areas necessary for the administration of this portion of the State IV-E plan.

C. **Service Provisions.**

Contractor will assist the Department in providing fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act. Such services will be in accordance with the attached Cost Allocation Plan and with Subtitle IV-E of the Social Security Act.

D. **Contract Outcomes and Outputs.**

Contractor will report the activities and outcomes of each case in which it participates pursuant to this contract and will provide a brief description of each short-term training in which its employees participate pursuant to this contract.

E. **Reporting and Record Keeping.**

The distribution and apportionment of salaries and wages must be in compliance with OMB Circular A-87.

The Contractor shall submit bills: a) on a quarterly basis, b) using form 4116X, State of Texas Purchase Voucher and other Department or Contractor forms or sufficient documentation to support the claim as appropriate, and c) within 1 quarter of the quarter in which services were provided. In order to accommodate counties which bill small amounts each quarter, a Contractor may submit

State of Texas
Title IV-E County Legal Services Contract

four quarterly bills for an entire fiscal year within one quarter of the end of that fiscal year. Any bill or amended bill which is submitted to the Department later than 7 quarters after the end of the quarter of the expense shall not be processed by the Department unless the Department determines, in the Department's sole discretion, that the Department is able to submit the bill to the federal government for payment in a proper and timely fashion.

- IX. **Cost Allocation Plan.** The Department agrees to and shall reimburse the Contractor from Subtitle IV-E funds the reasonable, allowable and allocable costs according to the approved Cost Allocation Plan found in Attachment A of this contract. The parties to this agreement have negotiated a detailed budget in the required format along with a narrative justifying both the budget and the allocation of costs to Subtitle IV-E of the Social Security Act, and the parties mutually believe that this Attachment A reflects appropriate costs for Subtitle IV-E. If costs are determined not to be reasonable, allowable and allocable under Subtitle IV-E, the Department shall not reimburse for those costs and shall recover any previous payments for such costs. If bills are inadequately documented or appear to be unallowable in whole or in part, the Department shall notify Contractor within 30 days.

The Cost Allocation Plan should be amended for each fiscal year with the written agreement of the contract manager for the Department. If the contract is automatically renewed, and if the parties have not agreed to an amended Cost Allocation Plan, then the Cost Allocation Plan is also renewed without amendment but may be later amended by agreement of the parties.

X. **Provisions for Termination of Contract and Dispute Resolution.**

- A. If the Contractor fails to provide services according to the provisions of this contract, the Department may, upon written notice of default to the Contractor, terminate all or any part of the contract after giving Contractor notice of at least 30 business days and an opportunity to comply with provisions of the contract within 30 business days. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this contract.
- B. The Department shall suspend or revoke this contract if the Contractor is found liable for or has a contract, license, certificate or permit of any kind revoked for Medicaid fraud. The Department shall also suspend or revoke this contract if the Contractor's license, certificate or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Texas Legislature.
- C. That the Department, based on information from monitoring or other verifiable sources, may terminate this contract for cause or take other actions:
1. To include requiring the Contractor to take specific corrective actions in order to remain in compliance with any contractual term,
 2. To recoup payments made to the Contractor or impose administrative error sanctions based on audit findings of violations of contract requirements, and
 3. To suspend, place into abeyance or remove any contractual rights to include, but which are not limited to, withholding of payment, cessation of placement and removal of all contract rights.
- D. If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties shall be discharged from any further obligation under this contract.
- E. This contract may be terminated at any time by mutual consent. In addition, either party to this contract may consider it to be canceled by giving 30 days written notice to the other party. This

State of Texas
Title IV-E County Legal Services Contract

contract will be terminated at the end of the 30-day period. Nothing in this Section shall be construed to prohibit immediate written notice of termination of the contract pursuant to Sections X.A., X.B., and X.C., above. This contract shall otherwise terminate by the date specified pursuant to Section XII below.

- F. At the end of the contract term or other contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with the Department, aid in transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled.

G. Contract Dispute Resolution.

1. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor.
 - a. A contractor's claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B. of the Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to the Department's (DFPS) Commissioner or his designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
 - b. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Department if the parties are unable to resolve their disputes under subparagraph 1. of this paragraph.
 - c. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Department nor any other conduct of any representative of the Department relating to the contract shall be considered a waiver of sovereign immunity to suit.
2. The submission, processing and resolution of the contractor's claim is governed by the published rules adopted by the Department pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
3. Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the contractor, in whole or in part.

XI. **Incorporation by Reference.** The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

- A. Attachment A, Cost Allocation Plan and supporting narrative
- B. Designation of authorized signatory for the Contractor
- C. Internal Control Structure Questionnaire (ICSQ), if applicable
- D. Form 2046, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

State of Texas
Title IV-E County Legal Services Contract

- E. Form 2047e, Certification Regarding Federal Lobbying
- F. Copy of approved Indirect Cost Agreement
- G. Other forms, as needed:

State of Texas
Title IV-E County Legal Services Contract

XII. **Effective Dates of Contract.** This contract shall be in force effective September 1, 2007 through August 31, 2008. In case of amendment, the contract, as amended, shall automatically renew unless terminated, or unless this term is amended.

XIII. **Execution of Contract.** For the faithful performance of the terms of this contract, the parties hereto in their capacities as state affix their signatures and bind themselves during the effective dates.

Texas Department of Family
and Protective Services

Contractor: Hidalgo

Signature
Printed Name: Scott Dixon
Printed Title: CPS Regional Director

Signature
Printed Name: J.D. Salinas
Printed Title: County Judge

Date

Date

State of Texas
Title IV-E County Legal Services Contract

Contract # 23381024

- I. **Parties.** The Texas Department of Family and Protective Services (DFPS), hereinafter referred to as the Department, and **Hidalgo County** (a subdivision of the State of Texas), hereinafter referred to as the Contractor, do hereby make and enter into this contract, which, together with its incorporated documents, constitutes the entire agreement under the above referenced contract number between the Department and the Contractor. The Department and the Contractor make this contract for the following mutual considerations.

- II. **Authority to Contract.** The Department is authorized to enter into this contract under Human Resources Code Chapter 40. Pursuant to §§ 40.0566 and 40.058, this contract is not subject to Chapter 771 or 791 of the Government Code.

- III. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of the State of Texas. Unless otherwise mutually agreed, venue will be in State District Court, Travis County, Texas. Resulting payments shall be due and payable in Travis County, Texas.

- IV. **Contract Elements.** This contract between the parties and any successor or permitted assignee consists of the signed written contract and all instruments incorporated by reference which are the documents listed in Section XI of this contract. The contract includes all elements in this document and in the attachments. The Cost Allocation Plan is a required attachment. This contract may be amended only in writing and by mutual agreement.

- V. **Financial Limitations and Considerations.**
 - A. **Funds Availability.** This contract is at all times contingent upon the availability and receipt of federal funds that the Department has allocated to this contract; and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced at the discretion of the Department.
 - B. **Amount of Payment.** The Department agrees to pay the Contractor from available federal funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department. If project income accrues, the Contractor shall add the program income to funds committed to the contract services and shall use them to further eligible IV-E objectives, or the Contractor shall deduct program income from the total allowable costs in determining the net allowable costs on which the Federal share of costs is based.
 - C. **Basis for Payment.** The basis for payment for services rendered under this contract is indicated in the service terms with the Cost Allocation Plan. The Contractor agrees to this basis for payment and to adhere to the fiscal and billing policies and procedures of the Department. The Department is not obligated to pay unauthorized costs or to pay more than the Contractor's allowable and actually incurred costs consistent with federal and state regulations. The Contractor is responsible for submitting bills in an accurate and timely manner for each quarter by the end of the following quarter and for notifying the Department of any need to expedite payment. If the quarterly bills for the county average or are expected to average less than \$1,000 per quarter, the County may request, and the Contract Manager for the Department may grant written permission to submit bills on an annual basis with the bill for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year. The Department will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment.

State of Texas
Title IV-E County Legal Services Contract

D. The Contractor understands and agrees that:

1. The reimbursement made to the Contractor shall not exceed the Contractor's actual costs to provide the services under this contract and that the Contractor's actual costs, both direct and indirect, must be allowable, reasonable and allocable to Subtitle IV-E of the Social Security Act according to the Office of Management and Budget Circulars A-87 and A-110, 40 TAC §§732.240-256 and any other applicable Department regulations.
2. Transfers between line items of the budget, which is an integral part of the Cost Allocation Plan, will be allowed without prior approval from the contract manager when transfers are for allowable items as defined by the Department and do not result in a significant change in the character or scope of the program. Any transfers must be described and reported every quarter by letter along with a revised Cost Allocation Plan and supporting narrative to the Department. Prior written approval must be secured when transfers, regardless of the amount, would result in a significant change in the character or scope of the program. Lack of prior approval in these instances will be grounds for disallowance or recovery of unapproved payments, other adverse action, or termination of this contract at the option of the Department.

E. Physical Property. The Contractor shall assume responsibility for the protection of all physical property and equipment purchased under this contract and shall take appropriate measures to meet this obligation. The Contractor shall furnish the Department with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, the Contractor shall notify appropriate local law enforcement authorities.

F. Equipment. The Contractor shall follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding the title to any equipment bought under this contract with funds allocated to the Contractor or its subcontractor. Title to equipment shall vest with Contractor or Subcontractor as stated in 45 CFR Part 74.34. The Contractor shall not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. The Contractor shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of equipment which is available to the Department at all times upon request.

G. Regulation Compliance. The Contractor shall remain in compliance with 45 CFR Part 74, Office of Management and Budget (OMB) Circular A-110, OMB Circular A-87 and 40 Texas Administrative Code (TAC) §§732.240-256. In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations shall control in the following order of precedence: 45 CFR Part 74, OMB Circular A-110, OMB Circular A-87 and 40 TAC §§732.240-256.

H. Lobbying Limitations. The Contractor shall not use any funding under this contract to influence the outcome of elections or the passage or defeat of any legislative measures.

I. Matching Requirements. The Contractor shall provide at least the amount of non-Federal share as identified in the contract Cost Allocation Plan or through other written notice from the Department.

J. Taxes. The Department shall not be liable for state, local, or federal excise taxes. The Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both Federal and State Unemployment insurance coverage and standard Workers' Compensation Insurance coverage. The Contractor must comply with all Federal and State tax laws and withholding requirements. The Department will not be liable to the Contractor or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements.

State of Texas
Title IV-E County Legal Services Contract

- K. **Force Majeure.** Neither party shall be financially liable to the other party for delays or failures to perform in contract performance caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case, notification shall be done in as timely a manner as possible. The Contractor agrees that breach of this provision entitles the Department to reduce or stop payments or immediately terminate this contract.
- L. **Accounting.** The Contractor shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants and OMB Circular A-87; and follow Department fiscal management policies and procedures in submitting timely billings and maintain financial records required to be kept under this contract.
- M. **Record Keeping.** The Contractor shall maintain financial, programmatic, and supporting documents, statistical records, inventories of non-expendable property acquired, and other records pertinent to claims submitted during the contract period for a minimum of five years after the termination of the contract period, or for five years after the end of the federal fiscal year in which services were provided if this contract has no specific termination date. If any litigation, claim, or audit involving these records begins before the five-year period expires, the Contractor will keep the records and documents for not less than five years and until all litigation, claims, or audit findings are resolved. The case is considered resolved when a final order is issued in litigation, or a written agreement is entered into between the Department and the Contractor. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to be separate contract periods.
- N. **Reviews.** The Contractor shall cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by the Contractor and subcontractor which may be conducted by the Department or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this contract or subcontract, but only if such exception or irregularity is due to the sole negligence of the Contractor, which may be found after review by the Department or the United State Department of Health and Human Services; and to be responsible for the timely and proper collection and reimbursement to the Department of any amount paid in excess of the proper billing amount.
- Acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract or any subcontract. Contractor further agrees to cooperate fully with the State Auditor's office or its successor, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- O. **Notice of Funding.** The Contractor shall place prominent notices acknowledging the funding it receives from the Department in all of its literature that describes services covered by this contract. This notice will also appear in the Contractor's annual financial report, if any is issued.
- P. Contractor agrees that should the Contractor ever be shown by the Texas Comptroller of Public Accounts as "not in good standing" or should the Comptroller be prohibited from issuing a warrant or electronic funds transfer to Contractor, then the Department's payments under this contract shall be applied directly toward eliminating the Contractor's debt or delinquency to the State of Texas. This requirement specifically applies to any debt or delinquency, regardless of when it arises. The comptroller may determine the order in which debts or delinquencies are reduced or eliminated.

State of Texas
Title IV-E County Legal Services Contract

VI. Reporting Requirements.

- A. The Contractor shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the Department in appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, clients' records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the Department, the U.S. Department of Health and Human Services, or their authorized representatives.
- B. In developing, copying, and disseminating reports or other information under this contract, the Department and Contractor agree to the following:

The Contractor retains all rights to copyright, use, reproduce, and distribute any material written or produced by the Contractor that is the subject of this contract. If the contractor develops any materials using funds from this contract, the Contractor must grant the Department and the federal government a royalty-free, nonexclusive, and irrevocable license or right to reproduce, translate, publish, use, disseminate, and dispose of such materials and to authorize others to do so for governmental purposes.

VII. Additional Responsibilities of Contractor and Subcontractor. The Contractor shall be responsible to the Department for any subcontractor's performance under this contract. The Contractor shall, and will require any subcontractor to agree to:

- A. Provide services in accordance with the provisions of this contract; and to allow the Department and its representatives to monitor, audit, evaluate and otherwise review the services provided and related documentation, but only to the extent permitted or required by law.
- B. Notify the Department immediately and in advance of any significant change affecting the Contractor, including change of the Contractor's name or identity, ownership or control, governing board membership, personnel appointed under this Contract, payee identification number, and other. Notice will be provided in writing to the Department within ten (10) working days of the change.
- C. Refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from the designated official Department signatory. Request for approval must be submitted in writing by the Contractor and include the qualifications of the subcontractor to perform and meet the standards of this contract. The Contractor shall be responsible to the Department for any subcontractor's performance.
- D. Provide statements from subcontractors signed by an official duly authorized to legally obligate the subcontractor and attest to the fact that it shall provide the services as represented in this contract, including the incorporated documents, with no disruption to service delivery. A similar statement must be signed by each subcontractor who will provide services as part of the contract. Each subcontractor may be required to submit ownership information and other information related to this contract. The Contractor may disclose any information regarding subcontractors.
- E. Remove any employee from direct client contact who is alleged to have committed an offense of abuse, neglect, or exploitation; or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal code; or an offense under the Texas Controlled Substances Act. If it is determined that the employee has not committed such offenses, the employee may again be assigned to direct client contact; however, the Contractor or Subcontractor shall notify the Department of its intent to do so ten (10) working days prior to the reassignment. The Contractor or Subcontractor must provide the Department with further information concerning the reasons for the reassignment upon the request of the Department. If

State of Texas
Title IV-E County Legal Services Contract

the employee is found to have committed any of the offenses listed in this paragraph, the employee shall not be reassigned to duties involving any direct contact with clients.

- F. Comply with all applicable federal and state regulations and with the Department's policies and procedures regarding services delivered under this contract included by not limited to the following:
1. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations and federal circulars, as amended.
 2. Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the Provider agrees to comply with Title 40, Chapter 73 of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.
 3. Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).
 4. Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under this contract.
 5. Establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations. This provision does not limit the Department's right of access to client case records or other information relating to clients served under this contract, except to the extent that the Department acts outside of applicable state or federal law, rules or regulations applicable to such record or information.
 6. Promptly report any suspected case of abuse or neglect to the appropriate Child Protective Services' offices within the Department as required by the Texas Family Code, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.
 7. If specific qualifications are set forth in job descriptions required by the Department, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the Department.
 8. To the extent permitted by Law, Contractor will verify and disclose, or cause its employees and volunteers to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of all who have direct contact with clients.
 9. Comply with state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the United States Department of Health and Human Services and the Texas Department of Family and Protective Services.
 10. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
 11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

State of Texas
Title IV-E County Legal Services Contract

12. All applicable state and federal laws, rules, and regulations regarding conflicts of interest in the performance of its duties under this Agreement. Contractor warrants that it has no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with its performance under this Agreement.

- G. Submit an annual financial and compliance audit of the Contractor's fiscal year-end in accordance with Single Audit requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations), if applicable.
- H. Contractor has full responsibility to anticipate and mitigate any four digit year related events that could adversely affect the timely performance of this Contract or the date-related operations of any goods and/or services provided pursuant to it. Contractor warrants the fault free performance in the processing of date and/or date-related data by any product developed and delivered to Department pursuant to this Contract. Fault-free performance includes manipulation of data with dates prior to, through, and beyond January 1, 2000, and during leap years. Contractor agrees that all software developed and delivered pursuant to the Contractual requirements herein shall use four digit year elements. Contractor further agrees that four digit year elements will be used in any electronic data interchange that may occur with the Department as a result of this Contract. Contractor shall not be entitled to additional compensation or additional time to perform the obligations under this Contract as a result of Year 2000 events.

VIII. **Service Provisions.** The Contractor agrees to provide services as specified below unless amended by both parties:

A. **Statement of Need.**

Title IV-E of the Social Security Act provides financial assistance to States for expenditures related to the preparation for and participation in judicial determination for cases filed by the Department in order to carry out applicable provisions of Title IV-E. The Department is responsible for this program, but may contract with counties for such services to children who have been determined to be eligible under IV-E.

B. **Goal.**

The goal of this contract is to provide fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act, including the training of county staff in areas necessary for the administration of this portion of the State IV-E plan.

C. **Service Provisions.**

Contractor will assist the Department in providing fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act. Such services will be in accordance with the attached Cost Allocation Plan and with Subtitle IV-E of the Social Security Act.

D. **Contract Outcomes and Outputs.**

Contractor will report the activities and outcomes of each case in which it participates pursuant to this contract and will provide a brief description of each short-term training in which its employees participate pursuant to this contract.

E. **Reporting and Record Keeping.**

The distribution and apportionment of salaries and wages must be in compliance with OMB Circular A-87.

The Contractor shall submit bills: a) on a quarterly basis, b) using form 4116X, State of Texas Purchase Voucher and other Department or Contractor forms or sufficient documentation to support the claim as appropriate, and c) within 1 quarter of the quarter in which services were provided. In order to accommodate counties which bill small amounts each quarter, a Contractor may submit

State of Texas
Title IV-E County Legal Services Contract

four quarterly bills for an entire fiscal year within one quarter of the end of that fiscal year. Any bill or amended bill which is submitted to the Department later than 7 quarters after the end of the quarter of the expense shall not be processed by the Department unless the Department determines, in the Department's sole discretion, that the Department is able to submit the bill to the federal government for payment in a proper and timely fashion.

- IX. **Cost Allocation Plan.** The Department agrees to and shall reimburse the Contractor from Subtitle IV-E funds the reasonable, allowable and allocable costs according to the approved Cost Allocation Plan found in Attachment A of this contract. The parties to this agreement have negotiated a detailed budget in the required format along with a narrative justifying both the budget and the allocation of costs to Subtitle IV-E of the Social Security Act, and the parties mutually believe that this Attachment A reflects appropriate costs for Subtitle IV-E. If costs are determined not to be reasonable, allowable and allocable under Subtitle IV-E, the Department shall not reimburse for those costs and shall recover any previous payments for such costs. If bills are inadequately documented or appear to be unallowable in whole or in part, the Department shall notify Contractor within 30 days.

The Cost Allocation Plan should be amended for each fiscal year with the written agreement of the contract manager for the Department. If the contract is automatically renewed, and if the parties have not agreed to an amended Cost Allocation Plan, then the Cost Allocation Plan is also renewed without amendment but may be later amended by agreement of the parties.

X. **Provisions for Termination of Contract and Dispute Resolution.**

- A. If the Contractor fails to provide services according to the provisions of this contract, the Department may, upon written notice of default to the Contractor, terminate all or any part of the contract after giving Contractor notice of at least 30 business days and an opportunity to comply with provisions of the contract within 30 business days. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this contract.
- B. The Department shall suspend or revoke this contract if the Contractor is found liable for or has a contract, license, certificate or permit of any kind revoked for Medicaid fraud. The Department shall also suspend or revoke this contract if the Contractor's license, certificate or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Texas Legislature.
- C. That the Department, based on information from monitoring or other verifiable sources, may terminate this contract for cause or take other actions:
1. To include requiring the Contractor to take specific corrective actions in order to remain in compliance with any contractual term,
 2. To recoup payments made to the Contractor or impose administrative error sanctions based on audit findings of violations of contract requirements, and
 3. To suspend, place into abeyance or remove any contractual rights to include, but which are not limited to, withholding of payment, cessation of placement and removal of all contract rights.
- D. If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties shall be discharged from any further obligation under this contract.
- E. This contract may be terminated at any time by mutual consent. In addition, either party to this contract may consider it to be canceled by giving 30 days written notice to the other party. This

State of Texas
Title IV-E County Legal Services Contract

contract will be terminated at the end of the 30-day period. Nothing in this Section shall be construed to prohibit immediate written notice of termination of the contract pursuant to Sections X.A., X.B., and X.C., above. This contract shall otherwise terminate by the date specified pursuant to Section XII below.

- F. At the end of the contract term or other contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with the Department, aid in transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled.

G. Contract Dispute Resolution.

1. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor.
 - a. A contractor's claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B. of the Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to the Department's (DFPS) Commissioner or his designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
 - b. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Department if the parties are unable to resolve their disputes under subparagraph 1. of this paragraph.
 - c. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Department nor any other conduct of any representative of the Department relating to the contract shall be considered a waiver of sovereign immunity to suit.
2. The submission, processing and resolution of the contractor's claim is governed by the published rules adopted by the Department pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
3. Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the contractor, in whole or in part.

XI. **Incorporation by Reference.** The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

- A. Attachment A, Cost Allocation Plan and supporting narrative
- B. Designation of authorized signatory for the Contractor
- C. Internal Control Structure Questionnaire (ICSQ), if applicable
- D. Form 2046, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

State of Texas
Title IV-E County Legal Services Contract

- E. Form 2047e, Certification Regarding Federal Lobbying
- F. Copy of approved Indirect Cost Agreement
- G. Other forms, as needed:

State of Texas
Title IV-E County Legal Services Contract

XII. **Effective Dates of Contract.** This contract shall be in force effective September 1, 2007 through August 31, 2008. In case of amendment, the contract, as amended, shall automatically renew unless terminated, or unless this term is amended.

XIII. **Execution of Contract.** For the faithful performance of the terms of this contract, the parties hereto in their capacities as state affix their signatures and bind themselves during the effective dates.

Texas Department of Family
and Protective Services

Contractor: Hidalgo

Signature
Printed Name: Scott Dixon
Printed Title: CPS Regional Director

Signature
Printed Name: J.D. Salinas
Printed Title: County Judge

Date

Date

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or Department) and Hidalgo (County), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

SECTION I. STATEMENT OF SERVICES TO BE PERFORMED

A. Statement of Need

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care and Adoption Assistance.

In accordance with Government Code Section 40.0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding. Under this Contract, allowable services (Services) include the following as described herein and as qualified in 4000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified. The Handbook is incorporated herein by this reference:

1. Foster Care Maintenance Payments which are defined in Section 475(4), Social Security Act, as "payments to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child and reasonable travel to the child's home for visitation. In the case of institutional care, such term shall include the reasonable costs of administration and operation of such institution as are necessarily required to provide the items described in the preceding sentence;"
2. Administrative Expenditures necessary for the proper and efficient administration of DFPS' Title IV-E State Plan as described in this Contract and as further described in 45 CFR 1356.60; and
3. Training Expenditures for:
 - (i) the short term training of personnel employed or preparing for employment with DFPS or by the County administering portions of the Title IV-E State Plan described in this Contract; and/or
 - (ii) short-term training of current or prospective foster parents and the members of the staff of DFPS-licensed or DFPS-approved childcare institutions providing care to foster children so as to increase their abilities to provide support and assistance to foster children.

The County will ensure the establishment and maintenance of a Child Welfare Board within the County to, in accordance with Section 264.005, Texas Family Code, provide coordinated state and local public welfare services for children and their families. In addition, the establishment of the Child Welfare Board will serve to coordinate the use of federal, state, and local funds for the Services.

B. Statement of Work

1. County's Responsibilities:
 - a. The County shall ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook;
 - b. The County shall establish and maintain a Child Welfare Board in accordance with Section 264.005, Texas Family Code. The members of the Child Welfare Board shall serve a three year term on a rotating basis. Initially, the members will be designated to serve the following terms: 1/3 of the members appointed to three year terms; 1/3 of the members to a two year term; and 1/3 of the members to a one year term. In successive years, from two to five new members will be appointed.

- c. The County shall ensure that the Child Welfare Board complies with the following requirements:
- (i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS;
 - (ii) Serve in an advisory capacity to the County in the development of local policy to meet the needs of the children in the County referred by DFPS;
 - (iii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings;
 - (iv) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS;
 - (v) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month; and
 - (vi) Prescribe such bylaws, not inconsistent with the terms of this Contract and applicable State laws, as may be necessary or desirable to ensure the efficient operation of the Child Welfare Board. Such bylaws shall be approved by written order of the Commissioners' Court.
- d. The County shall provide the money required as match for federal funds under this Contract. In addition, the County shall ensure that none of the money used as match will be federal dollars, either directly or indirectly. Furthermore, the County certifies that the money used as match has not been used to secure any other federal matching funds.
- e. The County will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Billings) are allowable expenditures under Title IV-E. The County shall be financially liable to DFPS for any and all audit exceptions identified for unallowable costs reported to DFPS in the County's Billings.
- f. The County acknowledges that a portion of the children referred by DFPS will be ineligible for Title IV-E for purposes of reimbursement under this Contract. To ensure the intent of Section 264.102, Texas Family Code is adhered to, and in accordance with the Title IV-E County Child Welfare Services Memorandum of Understanding (MOU) which is attached hereto as Exhibit "I," and incorporated herein by this reference, the County will continue, and will allow the Child Welfare Board to continue, to provide child welfare services to this population of children.
- g. The County shall participate in DFPS' financial and statistical reporting systems.
- h. Health and Safety
- (i) To the extent permitted by law, the County will verify and disclose, or cause its employees and volunteers (including Child Welfare Board Members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with children referred by DFPS;
 - (ii) The County shall prevent or promptly remove any employee or volunteer (including Child Welfare Board members) from direct child contact and/or from access to child records who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense described in subsection (i), above; and
 - (iii) The County shall promptly report any suspected case of abuse, neglect, or exploitation to DFPS as required by Chapter 261, Texas Family Code. All reports must be made within 24 hours of the discovery of the abuse or neglect. The County may report this information to DFPS' Statewide Intake at 1-800-252-5400.

- i. Confidentiality
 - (i) All information obtained, learned, developed, or filed by the County in connection with the Services provided under this Contract, including data contained in official Department files or records, shall be held confidential by the County in accordance with applicable Federal and State laws, rules, and regulations. The County shall not disclose confidential information to any person, organization, agency, or other entity except as authorized or required by law. The County shall immediately notify the Department of all requests for information deemed confidential under this Contract. In the event the County is required by law to release confidential information, the County shall notify the Department in writing, prior to releasing confidential information.
 - (ii) Nothing in this Section shall be deemed to preclude, prevent, or prohibit access to confidential information by the Department or Department designees.
 - (iii) The provisions of this Section shall remain in full force and effect following termination of, or cessation of the Services required by this Contract.
 - j. The County shall adhere to all the legal, programmatic, and administrative requirements identified in Section 2000 of the Handbook related to the Services to be provided under this Contract.
 - k. The County shall maintain financial, programmatic, and supporting documents developed under this Contract for a minimum of five years after the termination of the contract period. Contract period means the effective dates of the Contract as described in Section III, below; renewals are considered to be separate contract periods.
 - l. The County shall submit Service delivery reports required by DFPS or self-evaluations of performance and other reports requested by DFPS in an appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, children's records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by DFPS, the U.S. Department of Health and Human Services, or their authorized representatives.
 - m. The County shall allow DFPS and its representatives to monitor, audit, evaluate and otherwise review the Services provided under the Contract. In addition, the County will ensure that DFPS has access to all documentation and information related to the Services provided under this Contract.
 - n. The County shall not use any funding received under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.
 - o. The County shall require the Child Welfare Board to comply with all applicable terms of this Contract.
2. DFPS' Responsibilities:
- a. DFPS shall refer children to the Child Welfare Board for Services;
 - b. DFPS shall provide the County with a list of IV-E eligible children in the County for Billing purposes; and
 - c. DFPS shall process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures identified on the 4116X, State of Texas Purchase Voucher in accordance with the terms of this Contract.

SECTION II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS

A. Budget Documents:

1. The amount of the Title IV-E federally reimbursable portion of this Contract is based on the Budget Documents attached hereto as Exhibit "II" entitled Budget for Title IV-E County Contracts, Form 2030IVE, which includes Attachments "A", "B", and "C" (Budget Documents). Exhibit "II" and its corresponding attachments are incorporated herein by this reference.
2. The Budget Documents should be amended for each fiscal year with the written agreement of the contract manager for DFPS. If the Contract is automatically renewed, and if the parties have not agreed to amended Budget Documents, the Budget Documents are also renewed without amendment but may be later amended by agreement of the County and DFPS.
3. If the County is going to include indirect costs as part of its Billings, the Contract will include by reference either (a) the County's approved Indirect Cost Agreement with the Federal Government; or (b) appropriate documentation certifying the County's official indirect cost rate.

B. This Contract is at all times contingent upon the availability and receipt of federal funds.

C. Billing Requirements:

1. The County shall submit Billings in an accurate and timely manner for each quarter by the end of the following quarter. Billings must be submitted with all documentation necessary to support the expenditures contained in the Billings.
2. DFPS will notify the County within 30 days of Billings that are inadequately documented, appear to be unallowable in whole or in part, or are not in accordance with the Budget Documents for the Contract.
3. If the quarterly Billings for the County average or are expected to average less than \$1,000 per quarter, the County may request, and the contract manager for DFPS may grant written permission to submit Billings on an annual basis with the Billing for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year.
4. Any Billing or amended Billing which is submitted to DFPS later than 7 quarters after the end of the quarter of the expense shall not be processed by DFPS unless DFPS determines, in DFPS' sole discretion, that DFPS is able to submit the bill to the federal government for payment in a proper and timely fashion.

SECTION III. TERM OF CONTRACT

This Contract shall be in force effective September 1, 2007 through August 31, 2008. This Contract shall automatically renew for one fiscal year at a time through August 31, 2012, unless sooner terminated as described herein.

SECTION IV. MODIFICATIONS

- A. This Contract contains the entire understanding of the parties and supersedes all previous discussions, proposals, or agreements between DFPS and the County.
- B. This Contract may be modified by executing a formal written amendment signed by both DFPS and the County.

SECTION V. TERMINATION

- A. If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided under this Contract.
- B. DFPS, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions including, but not limited to:
 - 1. Requiring the County to take specific corrective actions in order to remain in compliance with any contractual term,
 - 2. Recouping payments made to the County or imposing administrative error sanctions based on audit findings of violations of Contract requirements, and
 - 3. Suspending, placing into abeyance, or removing any contractual rights to include, but which are not limited to, withholding of payment.
- C. This Contract may be terminated at any time by mutual consent. In addition, either party may consider the Contract to be canceled by giving thirty (30) days notice to the other party. This Contract will be terminated at the end of the thirty (30) day period. This Contract shall otherwise terminate by the date specified pursuant to Section III, above.

SECTION VI. CERTIFICATIONS

By executing this Contract, the undersigned parties bind themselves to the faithful performance of this Contract and certify their authority to enter into this Contract.

**Texas Department of Family
and Protective Services**

Hidalgo County

Signature
 Printed Name: Scott Dixon
 Printed Title: CPS Regional Director

Signature
 Printed Name: J.D. Salinas
 Printed Title: County Judge

Date

Date

CHILD WELFARE
1100-444-00-360-001

Object #	Object Code Description	2007 Adjusted Budget	2008 Budget Request	2008 Proposed Budget
113	Full-time employees	\$71,064.00	\$74,064.00	\$74,064.00
211	Health insurance	\$12,492.00	\$12,492.00	\$12,492.00
212	Life insurance	\$99.00	\$99.00	\$99.00
220	Social Security and Medicare (FICA) contributio	\$5,436.00	\$5,667.00	\$5,667.00
230	Retirement contributions	\$6,339.00	\$6,606.00	\$6,606.00
250	Unemployment compensation	\$354.00	\$369.00	\$369.00
260	Workers' compensation	\$1,049.38	\$785.89	\$785.89
331	Physician services	\$1,200.00	\$1,200.00	\$1,200.00
332	Hospital services	\$200.00	\$200.00	\$200.00
529	Surety and notary bonds	\$200.00	\$200.00	\$200.00
533	Pager	\$750.00	\$750.00	\$750.00
540	Advertising	\$200.00	\$200.00	\$200.00
581	In-county employee travel	\$7,150.00	\$7,150.00	\$7,150.00
583	Out-of-county employee travel	\$2,050.00	\$2,050.00	\$2,050.00
590	Room and board	\$2,000.00	\$2,000.00	\$2,000.00
601	Office supplies	\$700.00	\$700.00	\$700.00
604	Drugs, medicines, and lab supplies	\$158.59	\$158.59	\$158.59
605	Clothing and uniforms	\$3,590.00	\$3,590.00	\$3,590.00
611	Police supplies	\$100.00	\$100.00	\$100.00
640	Reference materials	\$125.00	\$125.00	\$125.00
831	Court cost and investigation	\$6,150.00	\$6,150.00	\$6,150.00
TOTALS		\$121,406.97	\$124,656.48	\$124,656.48
SALARY EXPENSES		\$96,833.38	\$100,082.89	\$100,082.89
OPERATING EXPENSES		\$24,573.59	\$24,573.59	\$24,573.59

Budget for Title IV-E County Contract

Summary		
County: Hidalgo		
Contract No.: 23381024		
Contract Period: 09/01/07 - 08/31/08		
Cost Category	Amount	Total
A. Administration		
A.1. Direct Personnel Salaries	\$155,625.96	
A.2. Direct Personnel Fringe Benefits	\$41,237.21	
A.3. Direct Personnel Travel	\$1,800.00	
A.4. Direct Material & Supplies	\$1,500.00	
A.5. Direct Equipment (Rent/Lease/Purchase)	\$3,733.18	
A.6. Direct Other Costs	\$59,000.00	
Total Administration		\$262,896.35
B. Training		
Total Training		\$3,124.00
C. Supplemental Foster Care Maintenance Costs		
Total Supplemental Foster Care Maintenance		\$124,656.48
Grand Total (Includes Administration, Training and Maintenance)		\$390,676.83

Contractor Certification

Signature & Date

Printed Name & Title

Budget for Title IV-E County Contract

Administration					
A.1. Direct Personnel Salaries					
County: Hidalgo					
Contract No. 23381024					
Contract Period 09/01/07 - 08/31/08					
Position or Title	A No. of Positions or Titles	B Avg. Monthly Salary per Position	C % of Time on IV-E Contract	D No. of Months of Service	E Total AxBxCxD
Assistant District Attorney	1	\$5,827.50	100%	12	\$69,930.00
Assistant District Attorney	1	\$4,515.33	100%	12	\$54,183.96
Secretary	1	\$2,626.00	100%	12	\$31,512.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Direct Personnel Salaries					\$155,625.96

Note: Two attorneys are currently assigned full time (100%) to CPS related cases. These are salaried employees. We have one secretary that is assigned full time to the two attorneys handling CPS

Budget for Title IV-E County Contract

Administration	
A.3. Direct Personnel Travel	
Hidalgo	
Contract # 23381024	
Contract Period: 09/01/07 - 08/31/08	
Type of Travel Expense <small>Note: Only Include Travel NOT related to Personnel Training</small>	Total
Travel - county provides each Asst. D.A. with \$900.00 annual auto allow	\$1,800.00
Total Direct Personnel Travel	\$1,800.00

NOTE: County pays each Asst. D.A. an annual amount of \$900.00 for auto allowance. The allowance is to be used if he or she needs to go to a P.D. , interview a victim/witness, look at a crime scene, etc... County does not require use to keep a log of the mileage.

Budget for Title IV-E County Contract

Administration	
A.4. Direct Material and Supplies	
County: Hidalgo	
Contract No. 23381024	
Contract Period: 09/01/07 - 08/31/08	
Materials and Supplies (description and basis of cost)	Total
Office Supplies - folders, paper, paper clips, pens, etc....	\$1,500.00
Total Direct Materials and Supplies	\$1,500.00

Note: Self explanatory

Budget for Title IV-E County Contract

Administration A.5. Direct Equipment		
County: Hidalgo		
Contract No. 23381024		
Contract Period: 09/01/07 - 08/31/08		
Equipment <small>(description and basis of cost)</small>	Method Used <small>(rent/lease/buy)</small>	Total
Copier - monthly fee is \$155.53 - used from title IV-E case 50% of the time	lease	\$933.18
Printer	buy	\$1,000.00
Laptop computer	buy	\$1,800.00
Total Direct Equipment		\$3,733.18

NOTE: The copier is used by our CIVIL Section which receives the following type of cases: Juveniles, Protective Orders, Mental Commitments, and CPS cases. About 50% of the copies run on said copier are for CPS cases. We need to replace the printer and laptop which the 2 Assistants assigned to handle CPS

Budget for Title IV-E County Contract

Administration A.6. Direct Other	
County: Hidalgo	
Contract No. 23381024	
Contract Period: 09/01/07 - 08/31/08	
Other Costs (description and basis of cost)	Total
Professional Services - Translator	\$4,000.00
Publications (Legal Citations)	\$55,000.00
Total Direct Other Costs	\$59,000.00

Note: We are currently paying between \$4,500 - \$5,000 per month on citations by publication on CPS cases.

Budget for Title IV-E County Contract

C. Supplemental Foster Care Maintenance (N/A for County Legal Service Contracts)	
County: Hidalgo	
Contract No. 23381025	
Contract Period: 09/01/07 - 08/31/08	
Foster Care Maintenance (IV-E eligible child specific costs)	Total
Allowances	\$0.00
Clothing	\$3,590.00
Day Care (limited)	\$0.00
Gifts	\$0.00
Graduation Expenses	\$0.00
Personal Items	\$0.00
School Supplies	\$700.00
Reasonable Child Specific Travel	\$11,200.00
Other	\$109,166.48
Total Child Care	\$124,656.48

Note: Attached is a copy of the 2008 Child Welfare budget that reflects all the cost covered by the county.

[CATEMP\Title IV E\Hidalgo County Child Welfare 2008 Budget.doc](#)

AI-5744

11.A.

**Approval of 2008 WIC Contract
CC REGULAR**

Date: 10/02/2007

Submitted By: Margarita Gonzalez, WIC

Department: WIC

Agenda Area: WIC

Information

CAPTION

Approval of contract between Department of State Health Services and Hidalgo County for the provisions of WIC Services for FY 08.

BACKGROUND

Fiscal Impact

Attachments

Link: [Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/26/2007 03:46 PM	APRV
2	Rey Salazar	Rey Salazar	09/27/2007 09:33 AM	APRV
3	Purchasing Department	Marty Salazar	09/27/2007 01:26 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 01:26 PM	APRV
5	Mike Escaname		09/28/2007 05:58 PM	NEW
Form Started By: Margarita Gonzalez			Started On: 09/26/2007 09:58 AM	
Final Approval Date: 09/28/2007				



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

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

September 20, 2007



Dear Contractor:

Enclosed are two copies of your Department of State Health Services (DSHS) contract. **Please sign and return both copies to this unit as soon as possible.** Your contract will be signed by DSHS and returned to your agency. Changes made to any portion of the contract documents are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS has new General Provisions that impact the attached contract. Please review these changes carefully.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at <http://www.dshs.state.tx.us>.

PLEASE NOTE: Return both copies of the contract in their entirety to the address below. Contracts returned to any other address may result in contract delays.

Client Services Contracting Unit - MC 1886
Department of State Health Services
1100 W. 49th Street
PO Box 149347
Austin TX 78714-9347
Attention: Bill Walk

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Bill Walk at 512-458-7111 ext. 7470 or via email at Bill.Walk@dshs.state.tx.us.

Sincerely,

Bob Burnette, Director
Client Services Contracting Unit

Enclosures

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2008-024628 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$0.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 10/01/2007 and ends on 09/30/2008. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2008-024628-001 NSS - WIC CARD PARTICIPATION
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY

Address: 100 N CLOSNER BLVD HIDALGO COUNTY COURTHOUSE
EDINBURG, TX 78539-3563

Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY HEALTH DEPARTMENT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Evelyn Delgado

J.D. Salinas III Hidalgo County Judge

Printed Name and Title

Assistant Commissioner for Family and
Community Health Services

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

512.458.7321

Telephone Number

Evelyn.Delgado@dshs.state.tx.us

E-mail Address for Official Correspondence

AI-5823

12.A.

**FY2008 DISCRETIONARY GRANT, TASK FORCE ON INDIGENT DEFENSE
CC REGULAR**

Date: 10/02/2007

Submitted By: Yvette Pacheco, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Agenda Area: Public Defender's Office

Information

CAPTION

1. Approval to accept grant award from the Texas Task Force on Indigent Defense for the Discretionary Grant for FY 2008 (Program Title-H.C. Indigent Def. Public Def.) (Grant Period-10-1-07 to 9-30-08).
2. Approval to appropriate funds in the total amount of \$486,848.00 for the FY 2008 Discretionary Grant including County cash match.
3. Approval of revised salary schedule.

BACKGROUND

Total grant amount is \$486,848.00; Funds coming from State \$194,739.00 (40% of total funding); County cash match is \$292,109.00.

Grant period is from 10-1-07 to 9-30-08 for FY 2008. Grant expenditures include: Personnel, Fringe Benefits, Travel & Training, Equipment, Supplies, and Contract Services.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 7-1282-412-30-085-001-8-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds for the FY 2008 Public Defender's Discretionary Grant in the total amount of \$486,848.00 (please refer to attachments and background info).

Attachments

Link: [2008 Grant Award Letter](#)

Link: [2008 Budget Breakdown](#)

Link: [2008 Budget Appropriation](#)

Link: [Revised Salary Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/28/2007 11:32 AM	APRV
2	Ivan Cantu	Ivan Cantu	09/28/2007 03:45 PM	APRV
3	Dina Trevino	Dina Trevino	09/28/2007 04:37 PM	APRV
4	Dale Kennan		09/28/2007 05:58 PM	NEW

Form Started By: Yvette Pacheco
Started On: 09/27/2007 04:58 PM

Final Approval Date: 09/28/2007



TEXAS TASK FORCE ON INDIGENT DEFENSE
205 West 14th Street, Suite 700 Tom C. Clark Building (512)936-6994
P.O. Box 12066, Austin, Texas 78711-2066
www.courts.state.tx.us/oca/tfid

CHAIR:
THE HONORABLE SHARON KELLER
Presiding Judge, Court of Criminal Appeals

DIRECTOR:
MR. JAMES D. BETHKE

VICE CHAIR:
THE HONORABLE OLEN UNDERWOOD

February 22, 2007

The Honorable J.D. Salinas
Hidalgo County Judge
P.O. Box 1356
100 E. Cano 2nd Floor
Edinburg, TX 78540
Via Fax: (956) 318-2699

Re: FY2008 Discretionary Grant Automatic Application Received

Dear Judge Salinas,

I have received and reviewed the on-line automatic application of the FY2008 Discretionary Grant proposal titled *Hidalgo County Public Defender Office*. The on-line Automatic Application was submitted by Isidro Sepulveda, Jr. on February 9, 2007. This letter does not guarantee funding but notifies the county that we have received the application. We are reviewing it in light of our original award, subsequent awards and amendments. The county's request for continuation of the program will be reviewed by the Task Force and notice will be sent in June 2007 in accordance with the FY2008 Discretionary Grant Requests for Applications (RFA).

The Resolution/Internet Submission Form (available on-line) to support this application must be approved by the commissioners court, signed by the authorized official in both signature lines on the form and faxed to me by the date and time indicated in the RFA. Any other letters of support, documents supporting the application, or program /evaluation changes that you want considered must be faxed (512-475-3450) or postmarked by April 16, 2007.

Please call me, toll free in Texas at (866) 499-0656, if you have any questions about the application process. You may also call my direct line at 512-936-6996. Thank you.

Sincerely,

Bryan Wilson
Grant Administrator

Copy: Mr. Jaime E Gonzalez, Chief Public Defender, Via Fax: 956-292-7049

2008 Hidalgo County Discretionary Grant Program Intent to Submit Application Confirmation

Official Requests for Applications (RFA) Notice on Texas Task Force on Indigent Defense web
 (If a conflict exists between this webpage and the RFA, the RFA prevails.)

County: Hidalgo
 Counties included in Grant Application: Hidalgo
 Fiscal Year: 2008
 Program Title: Hidalgo County Public Defi

State Payee Identification number: 74-6000717
 Division or unit within the county to administer the grant: Court Administration
 Official County Mailing Address: 100 N. Cano
 Edinburg, TX78539

The County Judge is **Ramon Garcia**.
 The Financial Officer is the County Auditor, **Raymundo Eufrazio**.
 The Authorized Official is **Ramon Garcia**.
 Program Director is **Jaime E Gonzalez**.

Steps in Application Process

Tier One: Intent to Submit Application (ISA) Requirement

- Review the eligibility requirements. Each year the Task Force adopts specific measures as eligib requirements for the discretionary grant funds. These measures are intended to encourage each compliance with statutory requirements or policy and standards adopted by the Task Force. The checklist maintained by the special counsel is shown below. Counties not meeting plan eligibility requirements should contact the Task Force Special Counsel to resolve any compliance issues b 5:00PM on .

Indigent Defense Plan Review Summary		
	District Court	County Court
The following items have been addressed in the plan:		
Reviewed 2002 or 2003 Juvenile Plan		
48 hour initial appearance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
24 hour transmission of counsel requests.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
1 or 3 working day deadline for appointing counsel	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Attorney Fee Schedule	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Procedures for payment of expenses incurred with prior court approval	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Procedures for payment of expenses incurred without prior court approval	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Itemized fee voucher required to be submitted and approved by judge before payment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
CLE Training requirements for attorneys complies with Task Force standards (Not verified for compliance with April 27, 2003 effective date of standards; Initial reporting period must include this date)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Plan has met specified conditions

The plan requirements appear to have been met.

- Verify the data on this page and update if necessary.
- Court Commitment – The judiciary is responsible for implementing indigent defense procedures v counties. ISAs must contain letter(s) of commitment to participate with or support the program implementation from the affected judges (see Attachment B). The attachment B is a **sample** form be modified to ensure it communicates what level of commitment that the local judges are providing specific program in the application. All supporting documents must be mailed together and be clearly labeled. **These documents must be postmarked on or before** .

Tier Two: Full Proposals Requirements

- Notice to proceed with Application - The grant administrator will review all ISAs and provide a written **to Proceed with Application** to those counties that best demonstrate that they meet the priority and other requirements contained within this RFA.
- Supporting Documents – Optional documents such as timelines, general letters of support, agreements, or other documents that the county uses to support their application must be mailed. All supporting documents must be mailed together and be clearly labeled. **These documents must be postmarked on or before** .
- Submit a Resolution / Internet Submission Form approved by County's Commissioner Court and the authorized official. A link will be available on the confirmation page to print out the Resolution / Internet Submission Form. When a grant application is submitted via the Internet, the Task Force will not complete until the applicant provides a Resolution / Internet Submission Form that is signed by the applicant's authorized official and that meets all deadlines for applications. The County Commissioner Court must adopt the resolution provided through the application process that authorizes the grant and takes responsibility for the appropriate expenditure of the funds. This form also certifies that the information submitted via the Internet is true and correct and that, if a grant is awarded, the county will comply with all relevant rules, policies, and procedures. **This form must be postmarked on or before and faxed to:**
 - Task Force on Indigent Defense
 - Attention: Grants Administrator
 - 205 West 14th Street, Suite 600
 - PO Box 12066
 - Austin, Texas 78711-2066.
 - 512-936-6994
 - 512-475-3450 Fax
- Meet grant award conditions such as Indigent Defense Plans and Expenditure Reports required throughout the year.

All applications must be submitted on-line by 5:00 PM on (or postmarked by the dates indicated if a grant is granted). Late submissions will not be considered. All court commitment documents, supporting documents, resolutions / internet submission form supporting the grant applications must be completed entirely and mailed together. **These documents must be postmarked on or before** . Incomplete submissions will not be considered.

Task Force on Indigent Defense
Attention: Grants Administrator
205 West 14th Street, Suite 600
PO Box 12066
Austin, Texas 78711-2066
512-936-6994 (for Questions)

Printable Indigent Defense Discretionary Grant Program Cooperation Agreement

Resolution / Internet Submission Form: Click on link to open new window with Sample resolution. This is printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Word

Home

RECEIVED

SEP 10 2007

COUNTY JUDGE



TEXAS TASK FORCE ON INDIGENT DEFENSE
205 West 14th Street, Suite 700 Tom C. Clark Building (512)936-6994
P.O. Box 12066, Austin, Texas 78711-2066

Facsimile Transmission Cover Page

To: The Honorable Juan Salinas
Recipient Fax No: 956-318-2699
Recipient Agency: Hidalgo County
Description: FY2008 Statement of Discretionary Grant Award

Sender's Name: Whitney Stark
Sender's Fax No: 512-475-3450
Total Pages: 5

Message: Dear Judge,
Here is the Statement of Grant Award for the FY2008 Discretionary Grant from the Task Force on Indigent Defense. Please sign the Statement and return it via fax. No original needs to be mailed. Thank you.

Whitney Stark
Grants Administrator
Task Force on Indigent Defense
P.O. Box 12066
Austin, Texas 78711-2066
Direct: 512.936.6996
Fax: 512.475.3450
Toll free in Texas: 866.499.0656
whitney.stark@courts.state.tx.us



TEXAS TASK FORCE ON INDIGENT DEFENSE

205 West 14th Street, Suite 700 Tom C. Clark Building (512)936-6994

P.O. Box 12066, Austin, Texas 78711-2066

www.courts.state.tx.us/oca/tfid

CHAIR:
THE HONORABLE SHARON KELLER
Presiding Judge, Court of Criminal Appeals

DIRECTOR:
MR. JAMES D. BETHKE

VICE CHAIR:
THE HONORABLE OLEN UNDERWOOD

September 7, 2007

The Honorable Juan D. Salinas
Hidalgo County Judge
P.O. Box 1356
Edinburg, TX 78540411
VIA FAX: 956-318-2699

Dear Judge Salinas,

I am pleased to inform you that the Texas Task Force on Indigent Defense has awarded Hidalgo County a FY2008 Discretionary Grant in the amount of **\$194,739** in response to your application titled **Hidalgo County Indigent Defense Public Defender**. Your Statement of Grant Award for fiscal year 2008 is attached. Please sign and return via fax the first two pages of the Statement of Grant Award to fax number 512-475-3450 **on or before October 1, 2007**. You do not need to mail a copy.

Congratulations to Hidalgo County on taking the lead in Texas by developing a new indigent defense program. If you have any questions or need clarification on the information contained in this letter or attached Statement of Grant Award, please contact Whitney Stark, the Task Force Grants Administrator at (512) 936-6996.

Sincerely,

Sharon Keller
Chair, Task Force on Indigent Defense
Presiding Judge, Court of Criminal Appeals

Attachment A

Required Conditions and Reports

Program Requirements

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program

- The county will submit reports to obtain reimbursement of expended funds based on actual expenditures. The reimbursements will be based proportional to the county's required match;
- The County must develop a written policy that includes caseload standards for each attorney and for the operation of this program. In developing caseload standards nationally recognized standards, and standards used by other states shall be taken into consideration. The policy on the caseload standard must require the Chief Public Defender to review the caseload status at least quarterly. The Chief Public Defender is responsible for determining overload. The Chief Public Defender must notify the oversight board in writing if an exception to the caseload standard is authorized.

Activity

The Hidalgo County Misdemeanor Public Defender Office provides representation to persons charged with misdemeanor offenses in Hidalgo County. The department will make a priority for representation those individuals that are incarcerated. The department will also provide representation to those individuals with co-occurring felony charges.

The County will continue to operate the Misdemeanor Public Defender Office that was agreed to under the terms of the FY2005 Discretionary Grant Statement of Grant Award.

Project Evaluation

This grant requires quarterly progress reports to provide information on the effectiveness of the program. The Task Force grant administrator will construct an on-line progress report that best reflects the actual work being performed in this program and is consistent with the FY2005 Discretionary Grant Statement of Grant Award. The county will be able to request modifications to the on-line report when the performance measures are determined to not accurately reflect the work performed.

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line over the Internet.

Reporting Period	Type Report Due	Date Report Due	Expected Fund Distribution Date
October through December	Budget Status Report Progress report	January 15, 2008	January 2008
January through March	Budget Status Report Progress report	April 15, 2008	April 2008
April through June	Budget Status Report Progress report	July 15, 2008	July 2008
July through September	Final Budget Status Report Final Progress report	November 15, 2008	November 2008

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO	2057
RECIPIENT ADDRESS	915124753450
DESTINATION ID	
ST. TIME	09/10 14:19
TIME USE	00'55
PAGES SENT	3
RESULT	OK

JD

Salinas III

Hidalgo County Judge

Fax Cover Sheet

To: Whitney Stark Date: 9/10/17
 Fax #: (512) 475-3450 Pages: 3 (including cover sheet)
 From: J. Chris Treviño

Subject::

Please call Ashlee Henry of my staff at (956) 318-2600 as soon as possible if all pages are not received or if you have any questions regarding this fax.

Comments: Thank you!

JD

Salinas III
Hidalgo County Judge

Fax Cover Sheet

To: Whitney Stark Date: 4/10/17
Fax #: (512) 475-3450 Pages: 3 (including cover sheet)
From: J. Chris Mexiño

Subject:

Please call Ashlee Henry of my staff at (956) 318-2600 as soon as possible if all pages are not received or if you have any questions regarding this fax.

Comments: Thank you!

*******CONFIDENTIALITY NOTICE*******
This facsimile message and accompanying documents contain information from the Hidalgo County Judge's Office, which may be **CONFIDENTIAL AND/OR PRIVILEGED**. The information is intended to be for use of the individual or entity named on this transmittal sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you received this facsimile in error, please notify us by telephone immediately. Thank You.



Task Force on Indigent Defense
Statement of Grant Award
FY2008 Discretionary Grant

Grant Number: 212-58-D03
Grantee Name: Hidalgo County
Program Title: Hidalgo County Indigent Defense Public Defender
Grant Period: 10/1/2007-9/30/2008
Grant Type: Continued Multi-year Discretionary Grant
Grant Award Amount: \$194,739

The Task Force on Indigent Defense (Task Force) has awarded the above-referenced grant for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Task Force by **October 1, 2007**. The grantee will not receive any grant funds until this notice is executed and returned to the Task Force. Funding is provided as listed in the categories in the table below:

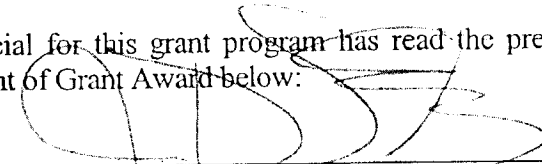
Direct Costs	Amount funded 40%
1) Personnel (Total Number of FTEs: 8)	\$348,600
2) Fringe Benefits	\$98,248
3) Travel and Training	\$19,500
4) Equipment	\$3,000
5) Supplies	\$15,000
6) Contract Services	\$2,500
7) Office Space (rental)	\$0
Total Direct Costs	\$486,848
Indirect Costs:	
8) Indirect Costs	
Total Indirect Costs	
Total Proposed Costs	\$486,848
Less Cash from Other Sources – County Match	\$292,109
Total Amount Funded by Task Force	\$194,739

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the Request for Applications issued on December 1, 2006, including the rules and documents adopted by reference in the Task Force on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Task Force placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.

- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Required Conditions and Report" contained in Attachment A.
- Any plan documents submitted to the Task Force must continue to meet all grant eligibility requirements.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below:



Signature of Authorized Official

J.D. Salinas III, Hidalgo County Judge

Name & Title (must print or type)

4/10/07

Date

2008 Hidalgo County Resolution
Indigent Defense Discretionary Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 71.062 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

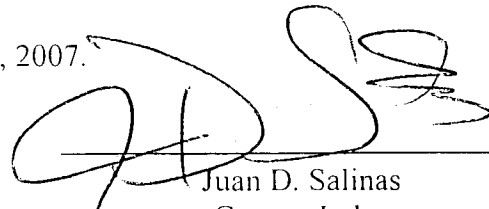
WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hidalgo County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hidalgo County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.

NOW THEREFORE, BE IT RESOLVED and ordered that Juan D. Salinas is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Discretionary Grant Program and all other necessary documents to accept said grant; and

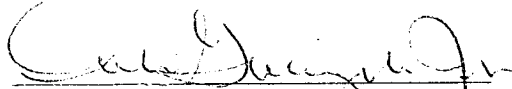
BE IT FURTHER RESOLVED that Jaime E Gonzalez is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this 3 day of April, 2007.



Juan D. Salinas
County Judge

Attest:

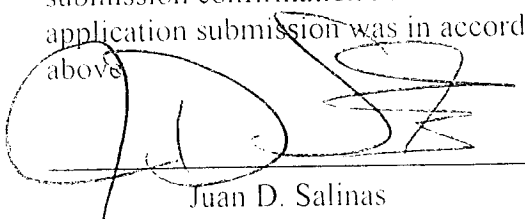


County Clerk

Note: This Required Resolution is to obtain grant funds. Please do not alter it other than to fill in the optional spaces. Please direct request to alter to the Task Force's Special Counsel.

Internet Submission Form

After submitting the discretionary grant application on-line, the following Internet submission confirmation number was received #D200810820070209. This grant application submission was in accordance with the Commissioners Court Resolution above



Juan D. Salinas
Authorized Official

APPROVED BY
COMMISSIONERS' COURT
ON: 3/07

ACCOUNT NUMBER	OBJ	DESCRIPTION	BUDGET
		PERSONNEL	
7-1282-412-30-085-001-8	113	PUBLIC DEFENDER-PERM F/T EMPLOYEES	348,600
		FRINGE BENEFITS	98,248
7-1282-412-30-085-001-8	211	PUBLIC DEFENDER-HEALTH INSURANCE	35,493
7-1282-412-30-085-001-8	212	PUBLIC DEFENDER-LIFE INSURANCE	282
7-1282-412-30-085-001-8	220	PUBLIC DEFENDER-FICA	28,414
7-1282-412-30-085-001-8	230	PUBLIC DEFENDER-RETIREMENT	29,343
7-1282-412-30-085-001-8	250	PUBLIC DEFENDER-UNEMPLOYMENT COMP	1,858
7-1282-412-30-085-001-8	260	PUBLIC DEFENDER-WORKERS COMP	2,858
		TRAVEL & TRAINING	19,500
7-1282-412-30-085-001-8	581	PUBLIC DEFENDER-TRAVEL IN COUNTY	4,000
7-1282-412-30-085-001-8	583	PUBLIC DEFENDER-TRAVEL OUT OF COUNTY	8,000
7-1282-412-30-085-001-8	584	PUBLIC DEFENDER-REGISTRATION FEES	4,500
7-1282-412-30-085-001-8	810	PUBLIC DEFENDER-DUES & MEMBERSHIPS	1,500
7-1282-412-30-085-001-8	640	PUBLIC DEFENDER-BOOKS & PERIODICALS	1,500
		EQUIPMENT	3,000
7-1282-412-30-085-001-8	745	PUBLIC DEFENDER-COMPUTER EQUIPMENT	3,000
		SUPPLIES	15,000
7-1282-412-30-085-001-8	341	PUBLIC DEFENDER-DATA PROCESSING	3,000
7-1282-412-30-085-001-8	342	PUBLIC DEFENDER-INFORMATION SERVICE	4,000
7-1282-412-30-085-001-8	531	PUBLIC DEFENDER-TELEPHONE	1,000
7-1282-412-30-085-001-8	534	PUBLIC DEFENDER-INTERNET	800
7-1282-412-30-085-001-8	535	PUBLIC DEFENDER-POSTAGE	700
7-1282-412-30-085-001-8	550	PUBLIC DEFENDER-PRINTING & BINDING	500
7-1282-412-30-085-001-8	601	PUBLIC DEFENDER-OFFICE SUPPLIES	2,300
7-1282-412-30-085-001-8	602	PUBLIC DEFENDER-PAPER SUPPLIES	700
7-1282-412-30-085-001-8	664	PUBLIC DEFENDER-MINOR EQUIPMENT	500
7-1282-412-30-085-001-8	666	PUBLIC DEFENDER-MINOR OFFICE FURNITURE	1,000
7-1282-412-30-085-001-8	831	PUBLIC DEFENDER-COURT COSTS & INVEST.	500
		CONTRACTUAL SERVICES	2,500
7-1282-412-30-085-001-8	442	PUBLIC DEFENDER-EQUIP & VEH RENTALS	2,500

DEPARTMENT HEAD: Jaime E. GonzalezDEPARTMENT NAME: Public Defender's OfficeACCOUNT NUMBER: 7-1282-412-30-085-001-8-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASEE/DECREASED ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1282-412-30-085-001-8- 113	PUBLIC DEFENDER - PERM F/T EMPLOYEES	348,600.00
7-1282-412-30-085-001-8- 211	PUBLIC DEFENDER - HEALTH INSURANCE	35,493.00
7-1282-412-30-085-001-8- 212	PUBLIC DEFENDER - LIFE INSURANCE	282.00
7-1282-412-30-085-001-8- 220	PUBLIC DEFENDER - FICA	28,414.00
7-1282-412-30-085-001-8- 230	PUBLIC DEFENDER - RETIREMENT	29,343.00
7-1282-412-30-085-001-8- 250	PUBLIC DEFENDER - UNEMPLOYMENT COMP	1,858.00
7-1282-412-30-085-001-8- 260	PUBLIC DEFENDER - WORKERS COMP	2,858.00
7-1282-412-30-085-001-8- 341	PUBLIC DEFENDER - DATA PROCESSING	3,000.00
7-1282-412-30-085-001-8- 342	PUBLIC DEFENDER - INFORMATION SERVICE	4,000.00
7-1282-412-30-085-001-8- 442	PUBLIC DEFENDER - EQUIP & VEH RENTALS	2,500.00
7-1282-412-30-085-001-8- 531	PUBLIC DEFENDER - TELEPHONE	1,000.00
7-1282-412-30-085-001-8- 534	PUBLIC DEFENDER - INTERNET	800.00
7-1282-412-30-085-001-8- 535	PUBLIC DEFENDER - POSTAGE	700.00
7-1282-412-30-085-001-8- 550	PUBLIC DEFENDER - PRINTING & BINDING	500.00
7-1282-412-30-085-001-8- 581	PUBLIC DEFENDER - TRAVEL IN COUNTY	4,000.00
7-1282-412-30-085-001-8- 583	PUBLIC DEFENDER - TRAVEL OUT OF COUNTY	8,000.00
7-1282-412-30-085-001-8- 584	PUBLIC DEFENDER - REGISTRATION FEES	4,500.00
7-1282-412-30-085-001-8- 601	PUBLIC DEFENDER - OFFICE SUPPLIES	2,300.00
7-1282-412-30-085-001-8- 602	PUBLIC DEFENDER - PAPER SUPPLIES	700.00
7-1282-412-30-085-001-8- 640	PUBLIC DEFENDER - BOOKS & PERIODICALS	1,500.00
7-1282-412-30-085-001-8- 664	PUBLIC DEFENDER - MINOR EQUIPMENT	500.00
7-1282-412-30-085-001-8- 666	PUBLIC DEFENDER - MINOR OFFICE FURNITURE	1,000.00
7-1282-412-30-085-001-8- 745	PUBLIC DEFENDER - COMPUTER EQUIPMENT	3,000.00
7-1282-412-30-085-001-8- 810	PUBLIC DEFENDER - DUES & MEMBERSHIPS	1,500.00
7-1282-412-30-085-001-8- 831	PUBLIC DEFENDER - COURT COSTS & INVEST.	500.00
	TOTAL APPROPRIATION	486,848.00
7-1282-334-00-085-001-8- 000	INDIGENT DEFENSE PUBLIC DEFENDER REV.	194,739.00
7-1282-391-01-000-100-8- 000	TRANSFER IN - GENERAL FUND	292,109.00
	TOTAL REVENUES	486,848.00
	TOTAL BUDGET INCREASE (DECREASE)	486,848.00

REASON: TO APPROPRIATE THE HIDALGO COUNTY INDIGENT DEFENSE PUBLIC DEFENDER DISCRETIONARY GRANT AND LOCAL CASH MATCH. GRANT PERIOD 10/01/2007 - 09/30/2008.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

**1282-412-30-085-001-8
PUBLIC DEFENDER - ID**

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF PUBLIC DEFENDER	\$70,000.00	\$2,200.00	\$72,200.00	0	\$0.00	\$0.00	\$72,200.00	\$72,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,200.00
0002	113	1st ASST. PUBLIC DEFENDER	\$45,000.00	\$7,200.00	\$52,200.00	0	\$0.00	\$0.00	\$52,200.00	\$52,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,200.00
0003	113	PUBLIC DEFENDER	\$43,000.00	\$2,150.00	\$45,150.00	0	\$0.00	\$0.00	\$45,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0004	113	PUBLIC DEFENDER	\$43,000.00	\$1,400.00	\$44,400.00	0	\$0.00	\$0.00	\$44,400.00	\$44,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,400.00
0005	113	PUBLIC DEFENDER	\$43,000.00	\$1,400.00	\$44,400.00	0	\$0.00	\$0.00	\$44,400.00	\$44,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,400.00
0006	113	PUBLIC DEFENDER	\$43,000.00	\$0.00	\$43,000.00	0	\$0.00	\$0.00	\$43,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0007	113	INVESTIGATOR	\$25,000.00	\$1,250.00	\$26,250.00	0	\$0.00	\$0.00	\$26,250.00	\$26,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,250.00
0008	113	INTAKE OFFICER	\$20,000.00	\$1,000.00	\$21,000.00	0	\$0.00	\$0.00	\$21,000.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,000.00
TOTAL			\$332,000.00	\$16,600.00	\$348,600.00		\$0.00	\$0.00	\$348,600.00	\$260,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$260,450.00

AI-5790
Temporary Positions Request
CC REGULAR

13.A.

Date: 10/02/2007
Submitted By: Mary Ybarra, COMM. PCT. #1
Submitted For: Mary Ybarra
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

A. Sanitation

1. Discussion, consideration and approval to create one (1) temporary full-time position slot no. slot #121-001-T022 not to exceed six months and or 12/31/2007 at \$10.00 per hour, effective next full pay period 10/15/2007.
2. Approval of intra-departmental transfer.
3. Approval of revised salary schedule.

B. Road and Bridge

1. Discussion, consideration and approval to create the following temporary full-time positions:
(2) two Heavy Equipment Operator I @ \$10.09 per hour (\$20,985.00 per year)
(1) one Heavy Equipment Operator II @ \$12.88 per hour (\$26,781.00 per year)
(1) one Maintenance I @ \$9.92 per hour (\$20,635.00 per year)
(1) one Maintenance II @ \$12.02 per hour (\$25,000.00 per year)
(1) one Maintenance III @ \$14.91 per hour (\$31,000.00 per year)
Positions not to exceed six months and or 12/31/2007, effective next full pay period 10/15/2007.
2. Approval of inter-fund transfer from County Wide Road and Bridge (1200) into Precinct No. 1 Road and Bridge (1201) in the amount of \$38,012.93.
3. Approval of revised salary schedule

BACKGROUND

Slot 121-001-T022 will temporarily replace employee (121-005-0013) who is out on leave of absence.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-432-00-121-001-0-113
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Lapsed funding available, employee out on leave as of 09-28-07. RC

FISCAL YEAR: 2007 **ACCT. #:** 7-1200-431-00-120-001-0-552

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$42,492.00 available funding as of 09-28-07. (Interfund Transfer)

Attachments

Link: [Sanitation](#)

[Maintenance II Job](#)

[Description](#)

Link: [R&B Revised Salary](#)

[Schedule](#)

Link: [Sanitation Fiscal](#)

[Note](#)

Link: [Sanitation-](#)

[Intradepartmental Transfer](#)

Link: [Sanitation- Revised](#)

[Salary Schedule](#)

Link: [R&B Job](#)

[Descriptions](#)

Link: [R&B Fiscal Note](#)

Link: [Road & Bridge](#)

[Interfund Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/27/2007 09:42 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/28/2007 05:36 PM	APRV
3	Sergio Cruz	Sergio Cruz	09/28/2007 05:44 PM	APRV
4	Human Resources		09/28/2007 05:58 PM	NEW
Form Started By: Mary Ybarra			Started On: 09/26/2007 04:37 PM	
Final Approval Date: 09/28/2007				

HIDALGO COUNTY SANITATION/LANDFILL

Job Title: Maintenance II	FLSA Status: Non-Exempt
Dept No: 121-001, 122-001, 123-001, 124-001	Civil Service Status: Non-Exempt

SUMMARY:

Serves as general maintenance for Precincts landfill/collection stations. This is a responsible position that may involve minimal instruction or supervision. This is an skilled manual labor position involved with maintenance of county roads and right-of-way, or servicing an operation such as brush collection, and drainage clearing. Performs all kinds of welding, brazing and cutting using gas and electric welding equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assists in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- Ability to operate and maintain equipment that is used during projects, brush pick-up, or clearing of drainage ditches.
- Cuts high grass or weeds and picks up brush along the County right-of-way.
- Maintains landfill/ collection station repairs areas clean on daily basis.
- May be required to operate a welder and fabricate and repair equipment by cutting, burning, and welding various metal materials.
- Maintains shop area clean on daily basis.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS:

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

EDUCATION and/or EXPERIENCE

- High School Diploma or General Education degree (GED) preferred.
- Two (2) years experience; or
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger air compressor, etc., but all employees will be trained on the job to handle such tools.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral diagram or schedule form. Ability to understand, follow and give oral and written instructions.
- Must be able to perform all duties of Maintenance I
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:

Required to follow all department's safety regulations;

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

**1201-431-00-121-005-0
PCT.1 P/U RD**

AI-5790 (B)

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	\$65,000.00	\$0.00	\$65,000.00	0.03	\$1,950.00	\$10,300.00	\$77,250.00	\$77,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,250.00
0002	113	BUDGET MANAGER	\$0.00	\$65,000.00	\$65,000.00	0	\$0.00	\$0.00	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,000.00
0003	113	HR COORD	\$50,128.00	\$0.00	\$50,128.00	0.03	\$1,504.00	\$6,368.00	\$58,000.00	\$58,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,000.00
0004	113	ADMINISTRATIVE ASSISTANT	\$52,960.00	\$0.00	\$52,960.00	0.03	\$1,589.00	\$0.00	\$54,549.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
0005	113	R.O.W. DIRECTOR	\$44,558.00	\$0.00	\$44,558.00	0.03	\$1,337.00	\$0.00	\$45,895.00	\$45,895.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,895.00
0006	113	INVENTORY COOR	\$39,000.00	\$0.00	\$39,000.00	0.045	\$1,755.00	\$4,245.00	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00
0007	113	ACCOUNTANT	\$38,110.00	\$0.00	\$38,110.00	0.045	\$1,715.00	\$5,175.00	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00
0008	113	OFFICE MANAGER	\$40,000.00	\$0.00	\$40,000.00	0.045	\$1,800.00	\$0.00	\$41,800.00	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00
0009	113	COORDINATOR	\$39,000.00	\$0.00	\$39,000.00	0.045	\$1,755.00	\$0.00	\$40,755.00	\$40,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,755.00
0010	113	SAFETY DIRECTOR	\$37,428.00	\$0.00	\$37,428.00	0.045	\$1,684.00	\$0.00	\$39,112.00	\$37,428.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,428.00
0011	113	ASST FIELD/OP DIR	\$36,232.00	\$0.00	\$36,232.00	0	\$0.00	\$0.00	\$36,232.00	\$36,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,232.00
0012	113	SPECIAL PROJ COORD	\$34,459.00	\$0.00	\$34,459.00	0.045	\$1,551.00	\$0.00	\$36,010.00	\$36,010.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,010.00
0013	113	PAVING SUPVSR	\$33,386.00	\$0.00	\$33,386.00	0.045	\$1,502.00	\$0.00	\$34,888.00	\$34,888.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,888.00
0014	113	SAFETY COORDIN	\$33,386.00	\$0.00	\$33,386.00	0.045	\$1,502.00	\$0.00	\$34,888.00	\$34,888.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,888.00
0015	113	ADMINISTRATIVE SECRETARY	\$32,960.00	\$0.00	\$32,960.00	0.045	\$1,483.00	\$0.00	\$34,443.00	\$34,443.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,443.00
0016	113	EXECUTIVE ASST	\$32,715.00	\$0.00	\$32,715.00	0.045	\$1,472.00	\$0.00	\$34,187.00	\$34,187.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,187.00
0017	113	ASSISTANT HUMAN RESOURCE COORDINAT	\$0.00	\$31,884.00	\$31,884.00	0	\$0.00	\$0.00	\$31,884.00	\$31,884.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,884.00
0018	113	MAINTENANCE III	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
0019	113	TRCK DRIVER I	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0020	113	HEAVY EQUIPMENT OPERATOR III	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
0021	113	MAINTENANCE III	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
0022	113	HEAVY EQUIPMENT OPERATOR I	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
0023	113	Maintenance III	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
0024	113	MAINTENANCE II	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
0025	113	MAINTENANCE III	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
0027	113	GRANTS SPECIALIST	\$29,113.00	\$0.00	\$29,113.00	0.0675	\$1,965.00	\$0.00	\$31,078.00	\$31,078.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,078.00
0028	113	TRF CTRL SPC I	\$28,840.00	\$0.00	\$28,840.00	0.0675	\$1,947.00	\$0.00	\$30,787.00	\$30,787.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,787.00
0029	113	MECHANIC II	\$27,948.00	\$0.00	\$27,948.00	0.0675	\$1,886.00	\$0.00	\$29,834.00	\$29,834.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,834.00
0030	113	HEAVY EQ OP II	\$27,254.00	\$0.00	\$27,254.00	0.0675	\$1,840.00	\$0.00	\$29,094.00	\$29,094.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,094.00
0031	113	MAINTENANCE III	\$26,292.00	\$0.00	\$26,292.00	0.0675	\$1,775.00	\$0.00	\$28,067.00	\$28,067.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,067.00
0032	113	MECHANIC I	\$26,119.00	\$0.00	\$26,119.00	0.0675	\$1,763.00	\$0.00	\$27,882.00	\$27,882.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,882.00
0033	113	CLERK/RECEPTIONIST	\$25,235.00	\$0.00	\$25,235.00	0.0675	\$1,703.00	\$0.00	\$26,938.00	\$26,938.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,938.00
0034	113	MECHANIC I	\$25,235.00	\$0.00	\$25,235.00	0.0675	\$1,703.00	\$0.00	\$26,938.00	\$20,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,890.00
0035	113	HEAVY EQ OP III	\$25,092.00	\$0.00	\$25,092.00	0.0675	\$1,694.00	\$0.00	\$26,786.00	\$26,786.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,786.00
0036	113	HEAVY EQ OP II	\$25,088.00	\$0.00	\$25,088.00	0.0675	\$1,693.00	\$0.00	\$26,781.00	\$26,781.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,781.00
0037	113	MAINTENANCE II	\$25,088.00	\$0.00	\$25,088.00	0.0675	\$1,693.00	\$0.00	\$26,781.00	\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,000.00
0038	113	HEAVY EQ OP II	\$25,088.00	\$0.00	\$25,088.00	0.0675	\$1,693.00	\$0.00	\$26,781.00	\$26,781.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,781.00
0039	113	HEAVY EQUIPMENT OPERATOR III	\$24,348.00	\$0.00	\$24,348.00	0.0675	\$1,643.00	\$0.00	\$25,991.00	\$25,991.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,991.00
0040	113	MAINTENANCE I	\$24,146.00	\$0.00	\$24,146.00	0.0675	\$1,630.00	\$0.00	\$25,776.00	\$25,776.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,776.00

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

**1201-431-00-121-005-0
PCT.1 P/U RD**

AI-5790 (B)

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0041	113	TRUCK DRIVER III	\$23,443.00	\$0.00	\$23,443.00	0.0675	\$1,582.00	\$0.00	\$25,025.00	\$25,025.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,025.00
0042	113	MAINTENANCE II	\$23,009.00	\$0.00	\$23,009.00	0.0675	\$1,553.00	\$0.00	\$24,562.00	\$24,562.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,562.00
0043	113	TRCK DRIVER III	\$23,009.00	\$0.00	\$23,009.00	0.0675	\$1,553.00	\$0.00	\$24,562.00	\$24,562.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,562.00
0044	113	TRCK DRIVER I	\$22,114.00	\$0.00	\$22,114.00	0.0675	\$1,493.00	\$0.00	\$23,607.00	\$23,607.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,607.00
0045	113	HEAVY EQPMENT OPERATOR III	\$22,114.00	\$0.00	\$22,114.00	0.0675	\$1,493.00	\$0.00	\$23,607.00	\$23,607.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,607.00
0046	113	HEAVY EQ OP I	\$21,859.00	\$0.00	\$21,859.00	0.0675	\$1,475.00	\$0.00	\$23,334.00	\$23,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,334.00
0047	113	TRUCK DRIVER III	\$21,859.00	\$0.00	\$21,859.00	0.0675	\$1,475.00	\$0.00	\$23,334.00	\$23,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,334.00
0048	113	TRUCK DRIVER III	\$21,061.00	\$0.00	\$21,061.00	0.0675	\$1,422.00	\$517.00	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00
0049	113	TRCK DRVER III	\$22,114.00	\$0.00	\$22,114.00	0.0675	\$1,493.00	(\$607.00)	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00
0050	113	TRCK DRIVER III	\$19,658.00	\$0.00	\$19,658.00	0.0675	\$1,327.00	\$2,015.00	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0051	113	HEAVY EQ OP I	\$21,061.00	\$0.00	\$21,061.00	0.0675	\$1,422.00	\$0.00	\$22,483.00	\$22,483.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,483.00
0052	113	MAINTENANCE I	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
0053	113	MAINTENANCE I	\$18,122.00	\$2,708.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
0054	113	HEAVY EQ OP I	\$20,640.00	\$0.00	\$20,640.00	0.0675	\$1,393.00	\$0.00	\$22,033.00	\$22,033.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,033.00
0055	113	DATA ENTRY CLERK	\$19,661.00	\$0.00	\$19,661.00	0.0675	\$1,327.00	\$0.00	\$20,988.00	\$20,988.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,988.00
0056	113	HEAVY EQUIPMENT OPERATOR III	\$19,658.00	\$0.00	\$19,658.00	0.0675	\$1,327.00	\$0.00	\$20,985.00	\$20,985.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,985.00
0057	113	MAINTENANCE I	\$19,330.00	\$0.00	\$19,330.00	0.0675	\$1,305.00	\$0.00	\$20,635.00	\$20,635.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,635.00
0058	113	MAINTENANCE I	\$19,330.00	\$0.00	\$19,330.00	0.0675	\$1,305.00	\$0.00	\$20,635.00	\$20,635.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,635.00
0059	113	MAINTENANCE I	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0060	113	MAINTENANCE I	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0061	113	ADMINISTRATIVE ASSISTANT	\$0.00	\$46,400.00	\$46,400.00	0	\$0.00	\$0.00	\$46,400.00	\$46,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,400.00
T062	121	HEAVY EQUIPMENT OPERATOR I	\$0.00	\$20,985.00	\$20,985.00	0	\$0.00	\$0.00	\$20,985.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T063	121	HEAVY EQUIPMENT OPERATOR I	\$0.00	\$20,985.00	\$20,985.00	0	\$0.00	\$0.00	\$20,985.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T064	121	HEAVY EQUIPMENT OPERATOR II	\$0.00	\$26,781.00	\$26,781.00	0	\$0.00	\$0.00	\$26,781.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T065	121	MAINTENANCE I	\$0.00	\$20,635.00	\$20,635.00	0	\$0.00	\$0.00	\$20,635.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T066	121	MAINTENANCE II	\$0.00	\$25,000.00	\$25,000.00	0	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T067	121	MAINTENANCE III	\$0.00	\$31,000.00	\$31,000.00	0	\$0.00	\$0.00	\$31,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$1,623,804.00	\$291,378.00	\$1,915,182.00		\$91,254.00	\$28,013.00	\$2,034,449.00	\$1,796,568.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,796,568.00

NEW PROPOSED TEMPORARY FULL-TIME POSITIONS

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, October 02, 2007

Agenda Item: 5790

Summary of request/proposal: Precinct No. 1 Sanitation is requesting to create one (1) temporary full-time position slot no. slot #121-001-T022 not to exceed six months and or 12/31/2007 at \$10.00 per hour, effective next full pay period 10/15/2007.

<u>Fund</u>	<u>Position</u>	<u>Slot#</u>	<u>Obj</u>	<u>Current Budgeted Salary</u>	<u>Budgeted Salary Requested</u>	<u>Total Adjustment Requested</u>
1100	MAINTENANCE II	T022	121	\$0.00	\$20,800.00	\$20,800.00
				<u>0.00</u>	<u>20,800.00</u>	<u>20,800.00</u>

Budgetary Impact:

<u>INCREASE/DECREASE ACCOUNT NUMBER</u>	<u>ACCOUNT (OBJECT) NAME</u>	<u>AMOUNT</u>
7-1100-432-00-121-001-0 121	SANITATION PCT.1 TEMP F/T EMPLOYEES	\$4,462.84
7-1100-432-00-121-001-0 211	SANITATION PCT.1 HEALTH INSURANCE	-
7-1100-432-00-121-001-0 212	SANITATION PCT.1 LIFE INSURANCE	-
7-1100-432-00-121-001-0 220	SANITATION PCT.1 FICA	\$341.41
7-1100-432-00-121-001-0 230	SANITATION PCT.1 RETIREMENT	-
7-1100-432-00-121-001-0 250	SANITATION PCT.1 UNEMPLOYMENT COMP	\$22.31
7-1100-432-00-121-001-0 260	SANITATION PCT.1 WORKER'S COMP	\$656.48
2007 Budgetary Impact		5,483.04

2008 Budgetary Impact: N/A

Possible Funding Sources: SANITATION-LAPSED SALARIES OBJECT CODE 113

Budget Office Recommendation:

--

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

**1100-432-00-121-001-0
SANITATION PCT.1**

AI-5790 (A)

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% Inc	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ADMINISTRATIVE ASSISTANT	\$41,097.00	\$0.00	\$41,097.00	0.03	\$1,233.00	\$0.00	\$42,330.00	\$42,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,330.00
0002	113	ENFORCEMENT OFFICER	\$39,626.00	\$0.00	\$39,626.00	0.045	\$1,783.00	\$0.00	\$41,409.00	\$41,409.00	\$0.00	\$0.00	\$5,374.00	\$0.00	\$0.00	\$46,783.00
0003	113	DEPUTY CONSTABLE STEP 1	\$33,060.00	\$0.00	\$33,060.00	0.03	\$1,000.00	\$0.00	\$34,060.00	\$34,060.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,060.00
0004	113	A/P CLERK	\$0.00	\$31,884.00	\$31,884.00	0	\$0.00	\$0.00	\$31,884.00	\$31,884.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,884.00
0005	113	MAINTENANCE III	\$28,389.00	\$0.00	\$28,389.00	0.068	\$1,916.00	\$0.00	\$30,305.00	\$30,305.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,305.00
0006	113	TRUCK DRIVER III	\$26,342.00	\$0.00	\$26,342.00	0.068	\$1,778.00	\$0.00	\$28,120.00	\$28,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,120.00
0007	113	HEAVY EQUIPMENT OPERATOR I	\$24,302.00	\$0.00	\$24,302.00	0.068	\$1,640.00	\$0.00	\$25,942.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0008	113	TRCK DRIVER III	\$23,000.00	\$0.00	\$23,000.00	0.068	\$1,552.00	\$0.00	\$24,552.00	\$24,552.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,552.00
0009	113	ATTENDANT	\$22,712.00	\$0.00	\$22,712.00	0.068	\$1,533.00	\$0.00	\$24,245.00	\$24,245.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,245.00
0010	113	TRCK DRIVER II	\$21,859.00	\$0.00	\$21,859.00	0.068	\$1,475.00	\$0.00	\$23,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0011	113	Truck Driver III	\$20,428.00	\$0.00	\$20,428.00	0.068	\$1,379.00	\$1,193.00	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00
0012	113	MAINTENANCE II	\$20,830.00	\$0.00	\$20,830.00	0.068	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
0013	113	MAINTENANCE II	\$20,830.00	\$0.00	\$20,830.00	0.068	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
0014	113	MAINTENANCE I	\$20,000.00	\$0.00	\$20,000.00	0.068	\$1,350.00	\$0.00	\$21,350.00	\$21,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,350.00
0015	113	MAINTENANCE I	\$20,000.00	\$0.00	\$20,000.00	0.068	\$1,350.00	\$0.00	\$21,350.00	\$21,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,350.00
0016	113	MAINTENANCE I	\$20,000.00	\$0.00	\$20,000.00	0.068	\$1,350.00	\$0.00	\$21,350.00	\$21,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,350.00
0017	113	ATTENDANT	\$19,658.00	\$0.00	\$19,658.00	0.068	\$1,327.00	\$0.00	\$20,985.00	\$20,985.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,985.00
0018	113	ATTENDANT	\$18,122.00	\$0.00	\$18,122.00	0.068	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0019	113	ATTENDANT	\$18,122.00	\$0.00	\$18,122.00	0.068	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0020	113	TRCK DRIVER I	\$18,122.00	\$0.00	\$18,122.00	0.068	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0021	113	ADMIN SECRETARY	\$0.00	\$32,000.00	\$32,000.00	0	\$0.00	\$0.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T022	121	MAINTENANCE II	\$0.00	\$20,800.00	\$20,800.00	0	\$0.00	\$0.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$456,499.00	\$84,684.00	\$541,183.00		\$27,147.00	\$1,193.00	\$569,523.00	\$467,447.00	\$0.00	\$0.00	\$5,374.00	\$0.00	\$0.00	\$472,821.00

NEW PROPOSED TEMPORARY FULL-TIME POSITION 121-001-T022

**HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED**

Job Title:	Maintenance I	FLSA Status:	Non-Exempt
Department:	2121, 2521, 3121, 3521	Civil Service Status:	Non-Exempt

SUMMARY

Serves as general maintenance for Precinct. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled manual labor position involved with maintenance of county roads and right-of-way, or servicing an operation such as brush collection, road patch work, and drainage clearing.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assists in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- May install culverts and other road repairs.
- Cuts high grass or weeds and picks up brush along County right-of-way.
- Maintains shop area clean on daily basis.
- May patch County Roads.
- May operate chainsaw to clear right of way.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High School diploma or General Education degree (GED) preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by the County's Insurance Carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.

- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job

- Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- **making observations**
- **reading and writing**
- **operating assigned equipment**
- **communicating with others**

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

**HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED**

Job Title: Maintenance II FLSA Status: Non-Exempt

Department: 2121, 2521, 3121, 3521 Civil Service Status: Non-Exempt

SUMMARY

Serves as general maintenance for Precinct. This is a responsible position that may involve minimal instruction or supervision. This is a skilled manual labor position involved with maintenance of county roads and right-of-way, or servicing an operation such as brush collection, road patch work, and drainage clearing. Performs all kinds of welding, brazing and cutting using gas and electric welding equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assists in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- Ability to operate and maintain equipment that is used during projects to repair roads, brush pick-up, or clearing of drainage ditches.
- May install culverts and other road repairs.
- Cuts high grass or weeds and picks up brush along County right-of-way.
- Maintains shop area clean on daily basis.
- May patch County roads.
- May be required to operate a welder and fabricate and repair equipment by cutting, burning, and welding various metal materials.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High School diploma or General Education degree (GED) preferred;
- Two (2) years experience; or
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Will patch county roads as part of the asphalt patching truck crew with aggregate gravel CRS2 (hot oil).
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form. Ability to understand, follow and give oral and written instructions.
- Must be able to perform all duties of Maintenance I.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

**HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED**

Job Title: Maintenance III	FLSA Status: Non-Exempt
Department: 2121, 2521, 3121, 3521	Civil Service Status: Non-Exempt

SUMMARY

Performs supervisory duties as directed. Maintains safe conditions on all county roads and bridges within Precinct. Performs various tasks of construction and maintenance throughout the precinct.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Performs supervisory duties as directed.
- Patches holes on county roads and/or bridges.
- Is able to operate tractor with shredder effectively in order to maintain all paved and unpaved roads in precinct.
- Performs a variety of preventative maintenance and repair work on equipment.
- Performs maintenance and construction duties including installing culverts.
- May operate chainsaw to clear brush from right of way.
- May drive county vehicle to haul materials to and from the worksite.
- Tamps, packs and levels dirt, gravel or asphalt.
- Uses hand tools to dig ditches or holes.
- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- May replace tires on county vehicles.
- Checks daily construction schedule to keep appraised of materials needed on the job.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High School diploma or general education degree (GED) preferred;
- Three years of supervisory experience; and/or
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Should be able to operate other general equipment such as backhoe, loader, etc.
- Should be able to train employees on the various types of equipment
- May be required to address personnel issues.
- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment. Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division.
- Ability to understand and follow written and oral instructions and directives.
- Must be able to perform all duties of Maintenance I and II.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

**HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED**

Job Title:	Heavy Equipment Operator I	FLSA Status:	Non-Exempt
Department:	2121, 2521, 3121, 3521	Civil Service Status:	Non-Exempt

SUMMARY

Drives and operates various heavy equipment. This is a responsible position that may involve minimal instruction or supervision. This is a skilled-labor position involved with the operation of small to medium class heavy equipment, or servicing an operation such as garbage collection, clearing of right-of-way and drainage ditches of debris. The employee may be assigned a number of tasks, but all are easy to learn.

QUALIFICATION REQUIREMENTS

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Ability to operate heavy equipment used in road and bridge maintenance and repair, such as backhoes, front-end loaders, compactors, tractor/shredder, and pneumatic/flat wheel rollers.
- Ability to operate small-class trucks including pick-up truck, dump truck, water truck, tractor, sedan, flat bed truck.
- Loads truck; hauls dirt, gravel, caliche, water, garbage, and/or other materials and equipment to designated areas and unloads truck.
- Shred road right-of-way.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication, and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects to repair roads, brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- Regular attendance is a must.
- Ability to work well with others.

EDUCATION and/or EXPERIENCE

- High School diploma or general education degree (GED) preferred;
- Employee must have at least two (2) years experience working with backhoe/heavy equipment and possess basic knowledge of minor repairs and adjustments; or

- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License, Class C;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles.
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Ability to read and comprehend simple instructions, short correspondence and memos.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and hazardous materials. Employee is frequently exposed to solar radiation when carrying out essential duties.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting and standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

**HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED**

Job Title:	Heavy Equipment Operator II	FLSA Status:	Non-Exempt
Department:	2121, 2521, 3121, 3521	Civil Service Status:	Non-Exempt

SUMMARY

Drives and operates motor grader and various heavy equipment. This is a responsible position that may involve minimal instruction or supervision. This is a skilled-labor position involved with the operation of medium to large-class heavy equipment, or servicing an operation such as garbage collection, clearing of right-of-way and drainage ditches of debris. The employee may be assigned a number of tasks.

QUALIFICATION REQUIREMENTS

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Serves as operator of heavy gasoline and/or diesel equipment such as a motor grader, backhoes, and other medium- to large-class equipment.
- Employee will be expected to grade roads, spread caliche and may assist in opening new roads.
- Clear/Clean or build bar ditches according to surrounding ground elevations and availability of drainage.
- Ability to operate small-class trucks including pick-up truck, dump truck, water truck, tractor, sedan, flat bed truck.
- Loads truck; hauls dirt, gravel, caliche, water, garbage, and/or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication, and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects to repair roads, brush pickups, or clearing of drainage ditches.
- Performs maintenance and construction duties including installation of culverts.
- Regular attendance is a must.
- Ability to work well with others.

EDUCATION and/or EXPERIENCE

- High School diploma or General Education Degree (GED) preferred;
- Employee must have at least five years experience working with motor graders/heavy equipment and possess basic knowledge of minor repairs and adjustments; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License, Class C;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles.
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals. Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication and division.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Must be able to perform the duties of a Heavy Equipment Operator I.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals. Employee is frequently exposed to solar radiation when carrying out essential duties.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting and standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

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, October 02, 2007

Agenda Item: 5790

Summary of request/proposal: Precinct No. 1 Sanitation is requesting to create various temporary full-time position not to exceed six months and or 12/31/2007 and set salary effective next full pay period 10/15/2007.

<u>Fund</u>	<u>Position</u>	<u>Slot#</u>	<u>Obj</u>	<u>Current Budgeted Salary</u>	<u>Budgeted Salary Requested</u>	<u>Total Adjustment Requested</u>
1201	HEAVY EQUIP. OPER. I	T062	121	\$0.00	\$20,985.00	\$20,985.00
1201	HEAVY EQUIP. OPER. I	T063	121	\$0.00	\$20,985.00	\$20,985.00
1201	HEAVY EQUIP. OPER. II	T064	121	\$0.00	\$26,781.00	\$26,781.00
1201	MAINTENANCE I	T065	121	\$0.00	\$20,635.00	\$20,635.00
1201	MAINTENANCE II	T066	121	\$0.00	\$25,000.00	\$25,000.00
1201	MAINTENANCE III	T067	121	\$0.00	\$31,000.00	\$31,000.00
				0.00	145,386.00	145,386.00

Budgetary Impact:

<u>INCREASE/DECREASE ACCOUNT NUMBER</u>	<u>ACCOUNT (OBJECT) NAME</u>	<u>AMOUNT</u>
7-1201-431-00-121-005-0 121	PCT.1 P/U RD TEMP F/T EMPLOYEES	\$31,193.93
7-1201-431-00-121-005-0 211	PCT.1 P/U RD HEALTH INSURANCE	-
7-1201-431-00-121-005-0 212	PCT.1 P/U RD LIFE INSURANCE	-
7-1201-431-00-121-005-0 220	PCT.1 P/U RD FICA	\$2,386.34
7-1201-431-00-121-005-0 230	PCT.1 P/U RD RETIREMENT	-
7-1201-431-00-121-005-0 250	PCT.1 P/U RD UNEMPLOYMENT COMP	\$155.97
7-1201-431-00-121-005-0 260	PCT.1 P/U RD WORKER'S COMP	\$4,276.69
2007 Budgetary Impact		38,012.93

2008 Budgetary Impact: N/A

Possible Funding Sources: Co-Wide

Budget Office Recommendation:

DATE: September 28, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR PRECINCT # 1

ACCOUNT NUMBER: 7-1201-431-00-121-005-0-XXX

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1200-431-00-120-001-0- 552	P/U ROADS-VEHICLE LIABILITY INSURANCE	(38,012.93)
7-1200-491-01-000-201-0- 891	TRANSFER OUT	38,012.93
7-1201-391-01-000-200-0- 000	TRANSFER IN	38,012.93
7-1201-431-00-121-005-0- 121	PCT.1 P/U RD-TEMP F/T EMPL	31,193.93
7-1201-431-00-121-005-0- 211	PCT.1 P/U RD-HEALTH INSURANCE	0.00
7-1201-431-00-121-005-0- 212	PCT.1 P/U RD-LIFE INSURANCE	0.00
7-1201-431-00-121-005-0- 220	PCT.1 P/U RD-FICA	2,386.34
7-1201-431-00-121-005-0- 230	PCT.1 P/U RD-RETIREMENT	0.00
7-1201-431-00-121-005-0- 250	PCT.1 P/U RD-UNEMPLOYMENT COMP	155.97
7-1201-431-00-121-005-0- 260	PCT.1 P/U RD-WORKERS COMP	4,276.69
TOTAL BUDGET INCREASE (DECREASE)		38,012.93

REASON: **To fund six (6) temporary road and bridge postions for a period not to exceed six (6) months or December 31, 2007.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-5830

14.A.

**Apply for USDA-SARE Grant
CC REGULAR**

Date: 10/02/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Submitted For: Comm. Palacios/Barbara Storz

Department: BUDGET & MANAGEMENT

Agenda Area: Precinct #2

Information

CAPTION

Authorization to apply for a Community Grant from USDA-SARE to support educational materials for a community development project with families surrounding the North San Juan Park

BACKGROUND

This grant would cover binders, educational materials and Spanish translation services and is approximately \$ 4,500.00 with NO CASH MATCH.

Fiscal Impact

Attachments

Link: [grant](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/28/2007 05:15 PM	APRV
2	Purchasing Department	Marty Salazar	09/28/2007 05:46 PM	APRV
3	Auditor's Office		09/28/2007 05:58 PM	NEW

Form Started By: Monica Badillo
Started On: 09/28/2007 04:49 PM

Final Approval Date: 09/28/2007

Commissioner Palacios and Hidalgo County Extension are applying for a Community Grant from USDA-SARE to support educational materials for a community development project with families surrounding the North San Juan Park. The grant would cover binders, educational materials and Spanish translation services and is approximately \$4,500.00.

FAX Transmittal Memo

NO. OF PAGES (INCLUDING THIS SHEET)	TODAY'S DATE
2	1 / 2007

TO <i>Monica</i>		FROM <i>Barbara Storz</i>	
LOCATION <i>Hidalgo Cty</i>		LOCATION South Region District 12 - Weslaco	
FAX # <i>292-7034</i>	TELEPHONE #	FAX # (956)969-5639	TELEPHONE # (956)968-5581

SUBJECT
USDA-SARE Grant

COMMENT

*Here it is. Many thanks
Monica. If you need
me, my cell is 956 330-
6410.*

*Thanks,
Barbara*



AI-5689

15.A.

**Position Reclassification- Precinct No. 3 Road & Bridge
CC REGULAR**

Date: 10/02/2007
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

1. Discussion, consideration and approval to reclassify (1) one vacant regular full-time position, slot #123-005-0030 from Vector Control to Mechanic II.
2. Approval of revised salary schedule

BACKGROUND

Approved by Civil Service on 9-13-07 meeting.
No budgetary impact/ no additional funding required.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1203-431-00-123-005-0-XXX
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No budgetary impact/ No additional funding required

Attachments

- Link: [Job Description](#)
 Link: [Civil Service Approval](#)
 Link: [Revised Salary Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	09/20/2007 10:13 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/24/2007 09:15 AM	APRV
3	Dina Trevino	Dina Trevino	09/28/2007 12:01 PM	APRV
4	Dale Kennan	Dale Kennan	09/28/2007 01:18 PM	APRV
5	Human Resources		09/28/2007 05:58 PM	NEW
Form Started By: Norma Ceballos			Started On: 09/20/2007 09:54 AM	
Final Approval Date: 09/28/2007				

**HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED**

Job Title:	Mechanic II	FLSA Status:	Non-Exempt
Department:	2121, 2521, 3121, 3521	Civil Service Status:	Non-Exempt

SUMMARY

Maintain and repair assigned equipment with responsibility for quality on this equipment. Perform all kinds of welding, brazing, and cutting using gas and electric welding equipment. Maintains and repairs all gasoline and diesel-powered vehicles, machinery, small engines and equipment. Maintains and repairs heavy equipment and rebuilds engines and transmissions. Employee will service road equipment and perform miscellaneous vehicle/equipment maintenance duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Fabricates equipment by cutting, burning, and welding various metal materials.
- Repairs equipment by using welding techniques and appropriate welding equipment.
- Operates and provides services utilizing service truck as directed.
- Cleans and prepares surfaces to be welded.
- Sets up, assembles, and tacks weld parts.
- Builds up worn or defective surfaces.
- Uses burning equipment to dismantle assemblies and to cut material to size and shape.
- Repairs and performs preventative maintenance on all Precinct equipment.
- Trouble-shooting and cost estimates on repair jobs and preventative maintenance.
- Plans work schedule and sets priorities.
- Removes unit such as engine, transmission or differential.
- Raises vehicle with hydraulic jack or hoist to gain access to mechanical units bolted to underside of vehicle.
- Repairs parts such as crankshafts and cylinder blocks. Rewires ignition system, lights and instrument panels.
- Relines and adjusts brakes, repairs or replaces shock absorbers and solders leaks in radiators.
- Repairs hydraulic systems, diesel engines, gasoline engines and heavy equipment.
- Able to read wiring diagrams and oil circuits.
- Able to work with a variety of hand and power tools.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

Approved 2001

-1-

EDUCATION and/or EXPERIENCE

- High School diploma or general education degree (GED) preferred;
- Five years of increasingly responsible auto repair/welding experience; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division.
- Ability to understand and follow written and oral instructions and directives.
- Must be able to perform duties of Mechanic I.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Work involves considerable stooping, bending, and working in overhead structures and on scaffolds. Considerable glare emits from work, requiring the wearing of personal protective equipment. Exposed to moderate burns and exposed to flying objects, such as chips and scale. Work also involves varying degrees of precision and control where damage could be considerable.

The noise level in the work environment is usually loud.

Approved 2001

-2-

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

Attn: Rosalinda Cortez



Joe M. Flores
County Commissioner Prec. No. 3

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

MEMORANDUM



TO: Esther Cortez, Human Resources Director
Hidalgo County Human Resources Department

FROM: Joe M. Flores, Commissioner
Hidalgo County Precinct #3 *JMF*

DATE: August 10, 2007

RE: Reclassify Slot

Please allow this memorandum to serve as a request to reclassify vacant slot #005-0030 Vector Control to Mechanic II.

Thank you and should you have any questions or require additional information, please do not hesitate to contact me at (956)585-4509.



*Placed on Civil Service Agenda
9-13-07 & was
Approved
[Signature]*

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

AI- 5689

**1203-431-00-123-005-0
PCT.3 P/U RD**

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	\$62,938.00	\$12,062.00	\$75,000.00	0.03	\$2,250.00	\$0.00	\$77,250.00	\$77,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,250.00
0002	113	COORDINATOR	\$65,750.00	\$6,250.00	\$72,000.00	0.03	\$2,160.00	\$0.00	\$74,160.00	\$74,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74,160.00
0003	113	EXECUTIVE ASST	\$48,000.00	\$8,000.00	\$56,000.00	0.03	\$1,680.00	\$0.00	\$57,680.00	\$57,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,680.00
0004	113	FIELD OPER DIRECTOR	\$48,000.00	\$6,000.00	\$54,000.00	0.03	\$1,620.00	\$0.00	\$55,620.00	\$55,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,620.00
0005	113	ASST FIELD/OP DIR	\$44,000.00	\$2,000.00	\$46,000.00	0.03	\$1,380.00	\$0.00	\$47,380.00	\$47,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,380.00
0006	113	ASST. FILED OPERATIONS DIR.	\$36,000.00	\$10,000.00	\$46,000.00	0.03	\$1,380.00	\$0.00	\$47,380.00	\$47,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,380.00
0007	113	ADMINISTRATIVE AIDE	\$0.00	\$41,614.00	\$41,614.00	0	\$0.00	\$0.00	\$41,614.00	\$41,614.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,614.00
0008	113	PAVING SUPVSR	\$38,000.00	\$0.00	\$38,000.00	0.045	\$1,710.00	\$0.00	\$39,710.00	\$39,710.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,710.00
0009	113	COMMUNITY LIAISON	\$36,000.00	\$0.00	\$36,000.00	0.045	\$1,620.00	\$0.00	\$37,620.00	\$37,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,620.00
0010	113	MECHANIC III	\$33,863.00	\$0.00	\$33,863.00	0.045	\$1,524.00	\$0.00	\$35,387.00	\$35,387.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,387.00
0011	113	MAINTENANCE III	\$30,000.00	\$0.00	\$30,000.00	0.0675	\$2,025.00	\$0.00	\$32,025.00	\$32,025.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,025.00
0012	113	HUMAN RES SPEC	\$25,891.00	\$4,109.00	\$30,000.00	0.045	\$1,350.00	\$0.00	\$31,350.00	\$31,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,350.00
0013	113	HEAVY EQ OP III	\$26,000.00	\$2,000.00	\$28,000.00	0.0675	\$1,890.00	\$0.00	\$29,890.00	\$29,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,890.00
0014	113	HEAVY EQ OP III	\$26,000.00	\$2,000.00	\$28,000.00	0.0675	\$1,890.00	\$0.00	\$29,890.00	\$29,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,890.00
0015	113	HEAVY EQ OP III	\$25,088.00	\$2,912.00	\$28,000.00	0.0675	\$1,890.00	\$0.00	\$29,890.00	\$29,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,890.00
0016	113	HEAVY EQ OP II	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0017	113	HEAVY EQ OP II	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0018	113	HEAVY EQ OP II	\$25,088.00	\$912.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0019	113	HEAVY EQ OP II	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0020	113	HEAVY EQ OP II	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0021	113	HEAVY EQ OP III	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800.00
0022	113	HEAVY EQ OP III	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0023	113	RECEPTIONIST/CLERK	\$20,800.00	\$5,200.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0024	113	MAINTENANCE III	\$21,730.00	\$3,770.00	\$25,500.00	0.0675	\$1,721.00	\$0.00	\$27,221.00	\$27,221.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,221.00
0025	113	HEAVY EQ OP III	\$25,088.00	\$0.00	\$25,088.00	0.0675	\$1,693.00	\$0.00	\$26,781.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0026	113	TRCK DRIVER II	\$25,000.00	\$0.00	\$25,000.00	0.0675	\$1,688.00	\$0.00	\$26,688.00	\$26,688.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,688.00
0027	113	TRCK DRIVER II	\$24,500.00	\$0.00	\$24,500.00	0.0675	\$1,654.00	\$0.00	\$26,154.00	\$26,154.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,154.00
0028	113	HEAVY EQUIPMENT OPERATOR III	\$24,357.00	\$0.00	\$24,357.00	0.0675	\$1,644.00	\$0.00	\$26,001.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0029	113	OFFICE CLERK	\$0.00	\$26,000.00	\$26,000.00	0	\$0.00	\$0.00	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,000.00
		s/b MECHANIC II														
0030	113	VECTOR CONTROL	\$24,136.00	\$0.00	\$24,136.00	0.0675	\$1,629.00	\$0.00	\$25,765.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0031	113	INVOICE CLERK	\$20,135.00	\$3,865.00	\$24,000.00	0.0675	\$1,620.00	\$0.00	\$25,620.00	\$25,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,620.00
0032	113	TRCK DRIVER II	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0033	113	TRCK DRVER III	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00

0034	113	TRCK DRIVER II	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0035	113	TRCK DRIVER II	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0036	113	TRCK DRVER III	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0037	113	MAINTENANCE II	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0038	113	MAINTENANCE II	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0039	113	TRCK DRIVER I	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0040	113	MAINTENANCE I	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0041	113	TRF SA/SPC II	\$22,966.00	\$0.00	\$22,966.00	0.0675	\$1,550.00	\$0.00	\$24,516.00	\$24,516.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,516.00
0042	113	MAINTENANCE I	\$20,135.00	\$1,665.00	\$21,800.00	0.0675	\$1,472.00	\$0.00	\$23,272.00	\$23,272.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,272.00
0043	113	HEAVY EQ OP III	\$21,730.00	\$0.00	\$21,730.00	0.0675	\$1,467.00	\$0.00	\$23,197.00	\$23,197.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,197.00
0044	113	TRCK DRIVER I	\$21,138.00	\$0.00	\$21,138.00	0.0675	\$1,427.00	\$0.00	\$22,565.00	\$22,565.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,565.00
0045	113	TRCK DRIVER I	\$21,138.00	\$0.00	\$21,138.00	0.0675	\$1,427.00	\$0.00	\$22,565.00	\$22,565.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,565.00
0046	113	MAINTENANCE III	\$20,572.00	\$228.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0047	113	TRCK DRIVER II	\$20,830.00	(\$30.00)	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0048	113	MAINTENANCE II	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0049	113	TRF SA/SPC II	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0050	113	MAINTENANCE I	\$18,122.00	\$2,678.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0051	113	MAINTENANCE I	\$20,000.00	\$800.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0052	113	MAINTENANCE III	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0053	113	CUSTODIAN	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0054	113	HEAVY EQ OP II	\$22,282.00	(\$1,482.00)	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0055	113	MAINTENANCE I	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0056	113	MAINTENANCE I	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0057	113	MAINTENANCE I	\$18,000.00	\$2,800.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0058	113	MAINTENANCE I	\$18,000.00	\$2,800.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0059	113	MAINTENANCE I	\$18,000.00	\$2,800.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0060	113	MAINTENANCE I	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0061	113	MAINTENANCE I	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800.00
0062	113	MAINTENANCE I	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0063	113	TIRE REPAIR/MAINTENANCE	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
TOTAL			\$1,587,583.00	\$152,943.00	\$1,740,526.00		\$96,731.00	\$0.00	\$1,837,257.00	\$1,769,506.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,769,506.00

**SLOT NO. 123-005-0030 RECLASSIFIED FROM VECTOR CONTROL TO MECHANIC II
APPROVED BY CIVIL SERVICE ON 09-13-07**

AI-5765
CLAIMS
CC REGULAR

16.A.6.

Date: 10/02/2007
Submitted By: Priscilla Torres, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of claims/invoices with authority for Auditor to issue payment for the items detailed and attached hereto.
1. Health Department for Texas Department of State Health Services in the amount of \$300.00 for Public Health Education services provided without a purchase order.
2. Information Technology Department for Starr Telecommunications Etc. in the amount of \$1,880.40 for items purchased and services rendered without a purchase order.
Furthermore, items purchased were not on contract, and quotes were not obtained.

BACKGROUND

1. Administrative fees for Continuing Education units (CEU'S). The CEU's were offered for attending the Pandemic Flu and Emergency Planning Workshop held for Home Health and Long Term Care Providers. Ms. Delagal, the department's Epidemiologist was in charge of preparing this Public Education, However purchase order was not requested.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 71100441003400010810
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
Claim amount is \$300.00; Available balance as of 09/28/07 \$ 5,423.00

FISCAL YEAR: 2007 **ACCT. #:** 71100415002000020431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
pending line item transfer (AI 5768)

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

Attachments

Link: [Claims](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/27/2007 04:53 PM	APRV
2	Budget & Management	Dina Trevino	09/28/2007 10:16 AM	APRV
3	Erika Reyna	Erika Reyna	09/28/2007 03:55 PM	APRV
4	Auditor's Office		09/28/2007 05:58 PM	PEND

Form Started By: Priscilla Torres

Started On: 09/26/2007 02:29 PM

Final Approval Date: 09/28/2007



Hidalgo County Health Department

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

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

Eduardo Olivarez
Chief Administrative Officer

September 19, 2007

MEMORANDUM

To: Pricilla Torres, Purchasing Department

From: Eduardo Olivarez, Chief Administrative Officer *EO*

RE: Claim

We are requesting your assistance in submitting a claim to Commissioners Court for Texas Department of State Health Services for an administrative fee for Continuing Education Units (CEU's). The CEU's were offered for attending our Pandemic Flu and Emergency Planning Workshop held for Home Health and Long Term Care Providers. Danyta Delagall our Epidemiologist was in charge of preparing this Public Health Education; however, proper procedures were not followed in requesting for a purchase order.

We are requisitioning approval to process the following check:

Texas Department of State Health Services/CE Service
Reference: CE Fees – Account ZZ707/018
P.O. Box 149200
Austin, TX 78714-9200
RTI#372209/018
Amount \$300.00

Funds are available in account number 7-1100-441-00-340-001-0-810

RECEIVED

SEP 20 2007

PURCHASING DEPT.

EO

5,423.00 Avail 9/24/07



INVOICE # 06CEW371-01

Regional and Local Services
 Continuing Education Service
 1100 W. 49th St.
 Austin, Texas 78756
 Phone: 512/458-7770
 Fax: 512/458-7407

ATTN: Danyta T. Delagall, MPH	CE # 06CEW371-01
	INVOICE DATE: January 25, 2007

ACTIVITY DATE	SERVICE DESCRIPTION	NUMBER	RATE	AMOUNT
11-15-06	Pandemic Flu and All-Hazards Awareness			
	<input checked="" type="checkbox"/> Administration Fee	1	300.000	300.00
	<input type="checkbox"/> CME			
	<input type="checkbox"/> CNE			
	<input type="checkbox"/> CHES			
	<input type="checkbox"/> SW			
	<input type="checkbox"/> Conformance of attendance			
	<input type="checkbox"/> RS			
			TOTAL DUE:	\$300.00

MAKE CHECKS PAYABLE TO:

Texas Department of State Health Services/CE Service
 Reference: CE Fees – Account ZZ707/018

Other State Agencies reference - RTI # 372209/018

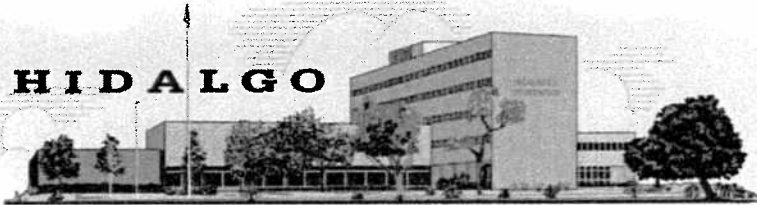
MAIL REMITTANCE TO:

Texas Department of State Health Services
 P.O. Box 149200
 Austin, Texas 78714-9200

Terms: Due and payable within 30 days from the date of this invoice.

COUNTY of HIDALGO

Information Technology Department
100 N. Clossner Blvd.
Edinburg, TX 78539-3587
ph: 956-318-2151
fx: 956-318-2152



EDINBURG, TEXAS 78539

TO: Martha Salazar, Purchasing Agent
FROM: Renán Ramirez, Chief Information Officer
DATE: September 25, 2007
RE: **Authorize Claim**

Please authorize the following claim to be placed in Commissioner's Court on their next scheduled meeting. These monies should be paid from the following account:

Account #: 7-1100-415-00-200-002-0-431

Invoice #181 for Starr Telecommunications Etc. is in the amount of \$1,880.40.

Should you have any questions, please contact Edna Kirby at (956) 292-7010 ext.6017.

RECEIVED

SEP 26 2007

PURCHASING DEPT.

490.76 Avail 9/25/07

Starr Telecommunications Etc., LLC

Invoice

304 W Veterans Dr.
Palmview, TX 78572

Date	Invoice #
9/25/2007	181

Bill To
HIDALGO COUNTY 100 S.CLOSNER EDINBURG, TEXAS 78539

Ship To
AV SYSTEM

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			9/25/2007		WO#6011	

Quantity	Item Code	Description	Price Each	Amount
1	HC S/V/S	SEAMLESS VIDEO SWITCHER	1,260.40	1,260.40
1	HC V/B/C5	VGA BALUN(CAT5 PAIR) FOR PROJECTOR	370.00	370.00
2	HC VC/M/M	VGA CABLES (MALE TO MALE)	35.00	70.00
3	HC L/U/C	LABOR TO INSTALL	60.00	180.00
		Sales Tax	8.25%	0.00

PLEASE REMIT PAYMENT TO OUR NEW ADDRESS:

**304 W. VETERANS BLVD.
PALMVIEW, TEXAS
78572**

Total \$1,880.40

AI-5768

2.0.0.

Budget Line Item Transfer

CC CONSENT

Date: 10/02/2007
 Submitted By: Ruben Flores, IT DEPARTMENT
 Submitted For: Renan Ramirez
 Department: IT DEPARTMENT
 Agenda Area: Intradepartmental Transfers:

Information

CAPTION

IT Dept - CW

BACKGROUND

Fiscal Impact

Attachments

Link: [Intra-Dept Trf](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Ruben Flores	09/26/2007 02:35 PM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			
3	Court Administrator			
Form Started By: Ruben Flores		Started On: 09/26/2007 02:35 PM		

RECEIVED

SEP 26 2007

PURCHASING DEPT.
[Handwritten Signature]
 4:00

AI-5772
Interlocal City of Pharr
CC REGULAR

16.A.7.

Date: 10/02/2007
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval of a Second Amendment to Interlocal Cooperation Agreement between the City of Pharr, Texas and Hidalgo County.

BACKGROUND

Contract

The purpose of the amendment is for additional office space for the Elections Dept, please refer to attachment (IC 9-28-07).

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-414-00-130-001-0-441
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 9-28-07 \$28,649.70.
Amount available for PO #578903 \$197.70 as of 9-28-07 for the City of Pharr.
Lease rental will start on 10/07/07 at \$10,436.80 a month. 2008 obligations have been budgeted.

Attachments

Link: [City of Pharr](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/27/2007 02:25 PM	APRV
2	Budget & Management	Dina Trevino	09/27/2007 03:20 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/28/2007 03:21 PM	APRV
4	Dina Trevino	Dina Trevino	09/28/2007 04:39 PM	APRV
5	Rey Salazar	Rey Salazar	09/28/2007 05:13 PM	APRV
6	Auditor's Office	Linda Fong	09/28/2007 01:33 PM	NEW

Form Started By: Mary Maldonado

Started On: 09/26/2007 03:23 PM

Final Approval Date: 09/28/2007

STATE OF TEXAS

COUNTY OF HIDALGO

**SECOND AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PHARR, TEXAS
AND HIDLAGO COUNTY, TEXAS**

This **SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR AND THE COUNTY OF HIDALGO** (Second Amendment), effective _____, 2007, is made between the **PHARR ECONOMIC DEVELOPMENT CORPORATION** and **HIDLAGO COUNTY, TEXAS**, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about October 2005, the City of Pharr (the "City") entered into an Interlocal Cooperation Agreement ("Interlocal Agreement") with Hidalgo County (the "County") regarding the lease of certain real property through a sublease with the Pharr Economic Development Council;

WHEREAS, on or about November 8, 2005, County and the City agreed to amend the Interlocal Cooperation to clarify terms and conditions of the Agreement;

WHEREAS, on October 10, 2006, the County Commissioners Court agreed to exercise its option to renew the Interlocal Cooperation Agreement for an additional one (1) year term;

WHEREAS, the County now desires to lease 3,291 square feet of additional office space from the City through a sublease with the Pharr Economic Development Council at the same location of the original agreement, being 1100 E. Business Hwy 83, Pharr, Texas 78577 (El Chaparral Lot 1), at the same rate of \$1.10 described in the Amended and Restated Interlocal Cooperation Agreement.

WHEREAS, the County further desires to further extend this Agreement for an additional one (1) year term under the same terms and conditions as amended herein.

NOW THEREFORE, for and in consideration of the tasks to be performed by the County on the City's behalf and other good and variable consideration the receipt and sufficiency of which are hereby acknowledged, and the mutually agreed amendments to the Interlocal Agreement, City and County hereby agree to the following amendment to the Interlocal Agreement:

Paragraph Numbered 3.01 of the Amended and Restated Interlocal Cooperation Agreement dated November 8, 2005 is deleted in its entirety and the following is inserted in lieu thereof:

3.01. County agrees to pay Pharr the sum of One Dollar and Ten Cents (\$1.10) per square foot for a sum of Ten Thousand Four Hundred and Thirty Six Dollars and 80/100ths (\$10,436.80) each month during the remaining lease term. This rental amount is based on additional lease space of 3,291 square feet added to the original lease space for the remainder of the lease term. Payment for the additional square footage shall be paid monthly upon execution of this Second Amendment to the Interlocal Cooperation Agreement (the "Execution Date"). In the event the Execution Date is a day other than the first day of the month, the rent period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Execution Date of this Second Amendment to the Interlocal Cooperation Agreement.

The parties agree to further extend the Interlocal Cooperation Agreement for an additional one (1) year term from October 10, 2007 through October 10, 2008, under the same terms and conditions of the Agreement, as amended herein.

This Second Amendment to the Interlocal Cooperation Agreement between the City of Pharr and Hidalgo County is contingent on and shall only go into effect if the City of Pharr has a valid lease with Pharr Economic Development Corporation (the "PEDC") in which the City is authorized to sublease its interest in such lease.

Except as modified herein, all terms and conditions of the Interlocal Cooperation Agreement as amended remain in full force and effect and the parties ratify and confirm the terms and provisions of the Interlocal Cooperation Agreement, as amended.

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

CITY OF PHARR

By: _____
Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

By: _____
J. D. Salinas III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved on Commissioners Court on _____

ARRROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: Stephen L. Crain

AI-5794

16.A.8.

Skyline Equipment Invoice 302048

CC REGULAR

Date: 10/02/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Approval of request for payment on invoice no. 302048 in the amount of \$32,375.00 from Skyline Equipment Company, Inc. contracted vendor for for "Juvenile Justice Center-Furnishings and Equipment" and certified for payment by project architect, V-A Architecture; Bid No. 2007-073-03-14-MSS

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1336-423-32-330-044-0-748

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$32,375.00 available balance on purchase order# 584238 as of 09/27/07.

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/27/2007 09:48 AM	APRV
2	Rey Salazar	Rey Salazar	09/28/2007 11:19 AM	APRV
3	Purchasing Department	Marty Salazar	09/28/2007 12:44 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 01:35 PM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:13 PM	APRV

Form Started By: Rocio Villarreal
Started On: 09/26/2007 04:51 PM

Final Approval Date: 09/28/2007



SKYLINE EQUIPMENT COMPANY, INC.

16502 Northchase, Suite A • Houston, Texas 77060
281-445-9907 • 800-444-1227 • fax 281-445-5459
www.skylineequipmentco.com info@skylineequipmentco.com

INVOICE

Customer No: 302048

Invoice No: M102375M

ATTN: MARTH SALAZAR
FAX: (956) 318-2626

Bill To: HILDAGO COUNTY
100 EAST CANO ST - 4TH FLOOR
EDINBURG, TX 78539

Ship To: RAMIREZ JUVENILE JUSTICE CENTER
1001 NORTH DOOLITTLE RD
EDINBURG, TX 78539

"FINAL INVOICE"

Date	Ship Via	FOB	Terms
6/19/2007	SKYLINE TRUCK		DUE UPON RECEIPT

Purchase Order Number	Order Date	Salesperson	Our Order Number
584238	4/26/2007	HOUSE	

Required	Quantity Shipped	B.O.	Item Number	Description	Unit Price	Amount
1	1		LOT	ITEM #1A WASHERS & DRYERS CHANGE ORDER DATED 6-18-07 *QUANTITY (2) L1050SM2 @ 7,123.80 EA **CONTINENTAL 50LB WASHER/ EXTRACTOR 208-240/60/3PH SN#: 1024156G07 & 1024167G07 *QUANTITY (3) HTT30EQT @ 4,878.80 EA **HUEBSCH 30LB STACKED ELECTRIC DRYER 240/60/3PH SN#: 0705012448 & 0705012449 & 0705012450 *THIS TOTAL INCLUDES: DELIVERY & INSTALLATION: 3,491.00	\$ 32,375.00	\$ 32,375.00

THANK YOU FOR YOUR BUSINESS

SUBTOTAL: \$ 32,375.00

TOTAL: \$ 32,375.00

ALL OUTSTANDING ACCOUNTS OVER 30 DAYS OLD WILL BE CHARGED A 1 1/2 % FINANCE CHARGE.
SALES TAX APPLICABLE IN TEXAS AND LOUISIANA. ALL OTHER STATES, SALES TAXES AND LOCAL TAXES ARE THE RESPONSIBILITY OF THE PURCHASER HEREIN NAMED.

THANK YOU

AI-5781

16.A.9.

**Structural/Environmental/Property Condition Assessments
CC REGULAR**

Date: 10/02/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration and applicable action on the possible engagement of professional architectural and/or engineering services (through County's approved "pools" and procedures) for numerous County-owned buildings for assessments (through structural, environmental, property condition), feasibility and potential uses of said structures, including, but not limited to the following:

- 1) Vacant building located at 1/4 mile N. of 495 on Moorefield Road, Mission, Texas (fka, the Longoria Mansion);
- 2) Vacant structures located at 317 North Clonser (newly acquired property, fka, Robert's Chevrolet);
- 3) Rudy de la Vina Juvenile Detention Facility located at 3100 S. Clonser, Edinburg (soon to be vacated due to re-location to new Mario E. Ramirez, Jr. Juvenile Detention Facility);
- 4) Other structures;

B. Presentation for discussion, consideration and action in connection with requests by departments to use existing structures at the fka Robert's Chevrolet Property;

C. Pursuant to a directive by CC at the meeting of 9-18-07, report and possible action in connection with the site visit by Arturo Guajardo, Jr. to the Robert's Chevrolet property as potential site for the re-assembling of a metal building for the purposes of records storage and management including responses from the City of Edinburg's Planning Dept. (Code Enforcement Division) on said option.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: Various

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

For funding availability please see the attached 2007 Exp Rpt for Obj 334 dated 9/28/07.

Attachments

Link: 2007 Exp Rpt for
Obj 334 dated 9/28/07

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/27/2007 02:47 PM	APRV
2	Budget & Management	Dina Trevino	09/28/2007 10:17 AM	APRV
3	Dale Kennan	Dale Kennan	09/28/2007 10:43 AM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 01:35 PM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:12 PM	APRV
Form Started By: Marty Salazar			Started On: 09/26/2007 04:00 PM	
Final Approval Date: 09/28/2007				

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						
7-1100-415-00-115-002-0-334 CO WIDE ADM-ENGINEERING & ARCHITECTURAL	24,639.48	2,463.95	13,551.71	13,551.71	8,623.82	65.00
7-1100-415-40-180-001-0-334 CO CLERK-ENGINEERING & ARCHITECTURAL SRV	23,000.00	.00	.00	.00	23,000.00	.00
7-1100-419-40-220-001-0-334 GEN GOVT BLDG-ENGINEER & ARCHITECT SRV	2,000.00	.00	.00	.00	2,000.00	.00
7-1100-429-30-115-029-0-334 TRAFFIC ENGINEERING-ENGINEER & ARCHITECT	105,275.00	60,900.00	44,375.00	44,375.00	.00	100.00
7-1100-432-00-122-001-0-334 SANITATION PCT.2-ENGINEER & ARCHITECT	.00	.00	.00	.00	.00	.00
7-1100-432-00-123-001-0-334 SANITATION PCT.3-ENGINEER & ARCHITECT	89,941.00	14,029.38	21,583.00	21,583.00	54,328.62	39.60
7-1100-432-00-124-001-0-334 SANITATION PCT.4-ENGINEERING&ARCHITECTUR	100.00	100.00	.00	.00	.00	100.00
1100 GENERAL FUND	244,955.48	77,493.33	79,509.71	79,509.71	87,952.44	64.09
1200 R&B COUNTY WIDE						
7-1200-431-00-260-001-0-334 R-O-W DEPT-ENGINEER & ARCHITECT SERVICES	2,000.00	.00	.00	.00	2,000.00	.00
1200 R&B COUNTY WIDE	2,000.00	.00	.00	.00	2,000.00	.00
1201 R&B PRECINCT NO.1						
7-1201-431-00-121-005-0-334 PCT.1 P/U RD-ENGINEER & ARCHITECT SRV	.00	.00	.00	.00	.00	.00
7-1201-431-00-121-007-0-334 PCT.1 LATERAL ROAD-ENGINEER & ARCHITECT	250.00	.00	.00	.00	250.00	.00
7-1201-431-00-121-038-0-334 PCT.1-WESL FEASIBILITY STUDY-ENG & ARCH	25,000.00	.00	25,000.00	25,000.00	.00	100.00
1201 R&B PRECINCT NO.1	25,250.00	.00	25,000.00	25,000.00	250.00	99.01
1202 R&B PRECINCT NO.2						
7-1202-431-00-122-006-0-334 PCT.2 P/U RD-ENGINEER & ARCHITECT SRV	124,205.54	38,339.28	.00	.00	85,866.26	30.87
1202 R&B PRECINCT NO.2	124,205.54	38,339.28	.00	.00	85,866.26	30.87
1203 R&B PRECINCT NO.3						
7-1203-431-00-123-005-0-334 PCT.3 P/U RD-ENGINEER & ARCHITECT SRV	41,100.00	1,200.00	.00	.00	39,900.00	2.92
7-1203-431-00-123-025-0-334 PCT.3 ROADWAY SYS STUDY-ENGINEER & ARCH	2,038.63	2,038.63	.00	.00	.00	100.00
1203 R&B PRECINCT NO.3	43,138.63	3,238.63	.00	.00	39,900.00	7.51
1204 R&B PRECINCT NO.4						
7-1204-431-00-124-007-0-334 PCT.4 P/U RD-ENGINEER & ARCHITECT SRV	19,001.25	2,300.00	1,333.75	1,333.75	15,367.50	19.12
7-1204-431-00-124-008-0-334 PCT.4 LATERAL ROAD-ENGINEER & ARCHITECT	5,000.00	.00	.00	.00	5,000.00	.00
1204 R&B PRECINCT NO.4	24,001.25	2,300.00	1,333.75	1,333.75	20,367.50	15.14
1212 PARKS PRECINCT NO.2						
7-1212-452-00-122-008-0-334 PARKS PCT.2-ENGINEER &ARCHITECT SERVICES	5,000.00	.00	.00	.00	5,000.00	.00
1212 PARKS PRECINCT NO.2	5,000.00	.00	.00	.00	5,000.00	.00
1283 DESIGNATED PURPOSE GRANTS LVL 3						
7-1283-431-00-000-021-0-334 FEMA-FLOOD PLAINS ADMIN-ENG & ARCH SRV	16,722.55	16,722.55	.00	.00	.00	100.00
1283 DESIGNATED PURPOSE GRANTS LVL 3	16,722.55	16,722.55	.00	.00	.00	100.00
1287 DESIGNATED PURPOSE GRANTS LVL 7						

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>
1287 DESIGNATED PURPOSE GRANTS LVL 7						
7-1287-452-00-123-043-9-334 ANZALDUAS PRK BOAT RAMP-END & ARCH SRV	28,712.38	.00	5,500.00	5,500.00	23,212.38	19.16
1287 DESIGNATED PURPOSE GRANTS LVL 7						
	28,712.38	.00	5,500.00	5,500.00	23,212.38	19.16
1310 BORDER COLONIA ACCESS PROGRAM						
7-1310-431-00-121-394-0-334 PCT.1-RAMOSVILLE-ENG&ARCH SRV	266.50	.00	.00	.00	266.50	.00
7-1310-431-00-121-397-0-334 PCT.1-SAENZ-ENG&ARCH SRV	403.10	.00	.00	.00	403.10	.00
7-1310-431-00-121-401-0-334 PCT.1-SUNRISE HILL/J.OLIVAREZ-ENG&ARCH S	571.06	.00	.00	.00	571.06	.00
7-1310-431-00-121-402-0-334 PCT.1-SUNRISE HILL/R.GUERRA-ENG&ARCH SRV	506.88	.00	.00	.00	506.88	.00
7-1310-431-00-121-403-0-334 PCT.1-SUNRISE HILL/R.GONZALEZ-ENG&ARCH S	506.88	.00	.00	.00	506.88	.00
7-1310-431-00-121-404-0-334 PCT.1-TROPICAL FARMS/SAMOA-ENG&ARCH SRV	2,237.28	.00	.00	.00	2,237.28	.00
7-1310-431-00-122-070-0-334 PCT.2-COUNTRY LIVING-ENG&ARCH SRV	110.40	.00	.00	.00	110.40	.00
7-1310-431-00-122-490-0-334 PCT.2-ALAMO ORCHARDS-ENG&ARCH SRV	1,540.50	.00	1,540.50	1,540.50	.00	100.00
7-1310-431-00-122-496-0-334 PCT.2-CAMPO ALTO/VISTA CIR E-ENG&ARCH SR	887.00	.00	.00	.00	887.00	.00
7-1310-431-00-122-497-0-334 PCT.2-CAMPO ALTO/VISTA CIR W-ENG&ARCH SR	887.00	.00	.00	.00	887.00	.00
7-1310-431-00-122-520-0-334 PCT.2-PLUMOSA VILLAGE-ENG&ARCH SRV	8,050.00	.00	.00	.00	8,050.00	.00
7-1310-431-00-122-535-0-334 PCT.2-S TOWER EST/SAN ANGELO-ENG&ARCH SR	3,967.50	.00	.00	.00	3,967.50	.00
7-1310-431-00-122-536-0-334 PCT.2-S TOWER EST/SAN DIEGO-ENG&ARCH SRV	3,081.00	.00	.00	.00	3,081.00	.00
7-1310-431-00-123-057-0-334 PCT.3-COUNTRY CORNER-ENG&ARCH SRV	587.25	587.25	.00	.00	.00	100.00
7-1310-431-00-123-058-0-334 PCT.3-GOODWIN I/AVE A&B-ENG&ARCH SRV	1,769.95	1,769.95	.00	.00	.00	100.00
7-1310-431-00-123-060-0-334 PCT.3-HAVANA/MAIN&FOURTH-ENG&ARCH SRV	1,538.05	1,538.05	.00	.00	.00	100.00
7-1310-431-00-123-061-0-334 PCT.3-HILDA/ESTER-ENG&ARCH SRV	1,047.95	.00	.00	.00	1,047.95	.00
7-1310-431-00-123-062-0-334 PCT.3-LA PALMA-ENG&ARCH SRV	1,437.46	1,437.46	.00	.00	.00	100.00
7-1310-431-00-123-064-0-334 PCT.3-TREVINOS 4-ENG&ARCH SRV	10,019.72	2,231.01	.00	.00	7,788.71	22.27
7-1310-431-00-123-065-0-334 PCT.3-N COUNTRY EST/DIOSA-ENG&ARCH SRV	352.37	.00	.00	.00	352.37	.00
7-1310-431-00-123-066-0-334 PCT.3-N COUNTRY EST 2/EARTH-ENG&ARCH SRV	352.37	.00	.00	.00	352.37	.00
7-1310-431-00-123-462-0-334 PCT.3-BASHAM 16/EXT CO RD-ENG&ARCH SRV	925.52	925.52	.00	.00	.00	100.00
7-1310-431-00-123-465-0-334 PCT.3-CARLOS LEAL 2-ENG&ARCH SRV	1,998.33	1,998.33	.00	.00	.00	100.00
7-1310-431-00-123-489-0-334 PCT.3-VALES-ENG&ARCH SRV	1,837.52	.00	.00	.00	1,837.52	.00
7-1310-431-00-124-081-0-334 PCT.4-ACACIA-ENG&ARCH SRV	560.28	560.28	.00	.00	.00	100.00
7-1310-431-00-124-086-0-334 PCT.4-BAR 2/CACTUS-ENG&ARCH SRV	280.30	280.30	.00	.00	.00	100.00
7-1310-431-00-124-087-0-334 PCT.4-BAR 2/MESQUITE-ENG&ARCH SRV	280.30	280.30	.00	.00	.00	100.00
7-1310-431-00-124-088-0-334 PCT.4-BAR 5/ELIZABETH-ENG&ARCH SRV	278.29	278.29	.00	.00	.00	100.00
7-1310-431-00-124-089-0-334 PCT.4-BAR 5/ELAINE-ENG&ARCH SRV	323.44	323.44	.00	.00	.00	100.00

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						
7-1310-431-00-124-090-0-334	PCT.4-BAR 5/YVONNE-ENG&ARCH SRV	323.44	323.44	.00	.00	.00 100.00
7-1310-431-00-124-094-0-334	PCT.4-EVANGELINE/ADAM-ENG&ARCH SRV	140.23	140.23	.00	.00	.00 100.00
7-1310-431-00-124-095-0-334	PCT.4-EVANGELINE/DESERT-ENG&ARCH SRV	140.23	140.23	.00	.00	.00 100.00
7-1310-431-00-124-096-0-334	PCT.4-EVANGELINE/G.MOLINA-ENG&ARCH SRV	140.23	140.23	.00	.00	.00 100.00
7-1310-431-00-124-097-0-334	PCT.4-FAYSVILLE-ENG&ARCH SRV	327.79	327.79	.00	.00	.00 100.00
7-1310-431-00-124-102-0-334	PCT.4-LOS TERRAZOS-ENG&ARCH SRV	402.28	402.28	.00	.00	.00 100.00
7-1310-431-00-124-103-0-334	PCT.4-MEADOW LANDS/TERRY-ENG&ARCH SRV	170.86	170.86	.00	.00	.00 100.00
7-1310-431-00-124-113-0-334	PCT.4-SEMINARY EST-ENG&ARCH SRV	298.28	298.28	.00	.00	.00 100.00
7-1310-431-00-124-460-0-334	PCT.4-RANCHO NUEVO/N BARRADA-ENG&ARCH SR	30.51	30.51	.00	.00	.00 100.00
	1310 BORDER COLONIA ACCESS PROGRAM	48,578.05	14,184.03	1,540.50	1,540.50	32,853.52 32.37
1311 BORDER COLONIA ACCESS PROGRAM ROUND II						
7-1311-431-00-121-019-1-334	AGUA DULCE-ENG & ARCH SRV	1,237.01	177.18	177.17	177.17	882.66 28.65
7-1311-431-00-121-066-0-334	BAR #3-ENG & ARCH SRV	2,326.02	1,129.25	1,129.25	1,129.25	67.52 97.10
7-1311-431-00-121-071-1-334	BARBOSA LOPEZ #1-ENG & ARCH SRV	3,857.08	550.83	550.84	550.84	2,755.41 28.56
7-1311-431-00-121-103-1-334	BERNAL HEIGHTS #1-ENG & ARCH SRV	1,068.48	153.03	153.04	153.04	762.41 28.65
7-1311-431-00-121-105-1-334	BERNAL-ENG & ARCH SRV	1,985.14	284.33	284.32	284.32	1,416.49 28.65
7-1311-431-00-121-132-0-334	CANA DE AZUCAR-ENG & ARCH SRV	2,212.83	316.95	316.94	316.94	1,578.94 28.65
7-1311-431-00-121-137-0-334	CAPISALLO PARK-ENG & ARCH SRV	2,635.87	.00	.00	.00	2,635.87 .00
7-1311-431-00-121-150-1-334	CHAPA III-ENG & ARCH SRV	624.41	89.43	89.43	89.43	445.55 28.64
7-1311-431-00-121-230-1-334	DIMAS #3-ENG & ARCH SRV	2,008.65	287.70	287.70	287.70	1,433.25 28.65
7-1311-431-00-121-244-0-334	EL MESQUITE-ENG & ARCH SRV	2,745.60	393.25	393.25	393.25	1,959.10 28.65
7-1311-431-00-121-245-1-334	EL MONTE-ENG & ARCH SRV	3,057.99	437.99	437.99	437.99	2,182.01 28.65
7-1311-431-00-121-318-1-334	HIGH LAND-ENG & ARCH SRV	2,947.31	422.14	422.14	422.14	2,103.03 28.65
7-1311-431-00-121-368-0-334	LA BLANCA HEIGHTS-ENG & ARCH SRV	3,231.22	462.95	462.94	462.94	2,305.33 28.65
7-1311-431-00-121-391-0-334	LA PALMA S/D-ENG & ARCH SRV	4,650.91	666.14	666.15	666.15	3,318.62 28.65
7-1311-431-00-121-392-0-334	LA PALOMA #1-ENG & ARCH SRV	5,466.51	782.96	782.96	782.96	3,900.59 28.65
7-1311-431-00-121-495-0-334	NORTH CAPISALLO-ENG & ARCH SRV	1,820.14	260.70	260.69	260.69	1,298.75 28.65
7-1311-431-00-121-509-1-334	OLD REBEL HEIGHTS-ENG & ARCH SRV	3,549.19	616.53	616.53	616.53	2,316.13 34.74
7-1311-431-00-121-510-1-334	OLD REBEL HEIGHTS II-ENG & ARCH SRV	3,369.50	602.13	602.13	602.13	2,165.24 35.74
7-1311-431-00-121-571-0-334	PUESTA DEL SOL-ENG & ARCH SRV	7,137.77	1,022.35	1,022.34	1,022.34	5,093.08 28.65
7-1311-431-00-121-575-0-334	RC BABB #1-ENG & ARCH SRV	946.88	135.62	135.61	135.61	675.65 28.64
7-1311-431-00-121-576-0-334	RC BABB #2-ENG & ARCH SRV	1,863.78	266.95	266.94	266.94	1,329.89 28.65

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>
1311 BORDER COLONIA ACCESS PROGRAM ROUND II						
7-1311-431-00-121-577-0-334 RC BABB #3-ENG & ARCH SRV	605.82	86.77	86.76	86.76	432.29	28.64
7-1311-431-00-121-631-0-334 ROSEDALE HEIGHTS-ENG & ARCH SRV	3,688.20	.00	1,056.51	1,056.51	2,631.69	28.65
7-1311-431-00-121-865-1-334 DIMAS #1-ENG & ARCH SRV	1,935.60	277.24	277.24	277.24	1,381.12	28.65
7-1311-431-00-121-897-1-334 MEL GRAY-ENG & ARCH SRV	10,998.46	1,575.29	1,575.30	1,575.30	7,847.87	28.65
7-1311-431-00-122-199-1-334 COUNTRY LIVING ESTATES-ENG & ARCH SRV	3,800.40	1,900.20	1,900.20	1,900.20	.00	100.00
7-1311-431-00-122-240-1-334 EL CHARRO #2-ENG & ARCH SRV	8,855.10	8,855.10	.00	.00	.00	100.00
7-1311-431-00-122-252-0-334 ELDORA GARDENS-ENG & ARCH SRV	5,419.20	4,064.40	1,354.80	1,354.80	.00	100.00
7-1311-431-00-122-253-0-334 SANTANA SUBD/ELDORA RD-ENG & ARCH SRV	11,419.83	2,283.97	9,135.86	9,135.86	.00	100.00
7-1311-431-00-122-365-0-334 LJ #1-ENG & ARCH SRV	5,054.48	5,054.48	.00	.00	.00	100.00
7-1311-431-00-122-406-1-334 LAS BRISAS-ENG & ARCH SRV	57,982.80	57,982.80	.00	.00	.00	100.00
7-1311-431-00-122-412-0-334 LAS HACIENDAS-ENG & ARCH SRV	10,198.98	3,399.66	6,799.32	6,799.32	.00	100.00
7-1311-431-00-122-484-1-334 MORNING SUN-ENG & ARCH SRV	8,443.20	2,110.80	6,332.40	6,332.40	.00	100.00
7-1311-431-00-122-494-1-334 NORTH ALAMO VILLAGE-ENG & ARCH SRV	12,950.46	4,316.82	8,633.64	8,633.64	.00	100.00
7-1311-431-00-122-503-1-334 NORTHSIDE VILLAGE #2-ENG & ARCH SRV	6,311.04	6,311.04	.00	.00	.00	100.00
7-1311-431-00-122-557-1-334 PENTECOSTAL-ENG & ARCH SRV	1,881.50	1,881.50	.00	.00	.00	100.00
7-1311-431-00-122-568-0-334 PRIMAVERA I-ENG & ARCH SRV	3,322.78	1,661.39	1,661.39	1,661.39	.00	100.00
7-1311-431-00-122-580-1-334 RSW UNIT # 1-ENG & ARCH SRV	14,146.72	10,610.04	3,536.68	3,536.68	.00	100.00
7-1311-431-00-122-596-0-334 RANCHO ESCONDIDO-ENG & ARCH SRV	4,829.44	4,829.44	.00	.00	.00	100.00
7-1311-431-00-122-605-1-334 RED BARN-ENG & ARCH SRV	4,252.08	4,252.08	.00	.00	.00	100.00
7-1311-431-00-122-620-0-334 ROADRUNNER #2-ENG & ARCH SRV	6,839.36	6,839.36	.00	.00	.00	100.00
7-1311-431-00-122-683-0-334 SOUTH FORK ESTATES-ENG & ARCH SRV	5,865.00	5,865.00	.00	.00	.00	100.00
7-1311-431-00-122-693-0-334 SOUTH SIDE VILLAGE-ENG & ARCH SRV	3,614.80	903.70	2,711.10	2,711.10	.00	100.00
7-1311-431-00-122-740-0-334 TINY ACRES-ENG & ARCH SRV	6,656.40	6,656.40	.00	.00	.00	100.00
7-1311-431-00-122-767-1-334 VAL BAR ESTATES-ENG & ARCH SRV	5,902.40	1,475.60	4,426.80	4,426.80	.00	100.00
7-1311-431-00-123-014-1-334 ACEVEDO S/D #4-ENG & ARCH SRV	18,591.20	13,137.30	.00	.00	5,453.90	70.66
7-1311-431-00-123-015-0-334 ACOSTA S/D-ENG & ARCH SRV	7,819.90	5,525.86	.00	.00	2,294.04	70.66
7-1311-431-00-123-042-0-334 AMBER LAND S/D-ENG & ARCH SRV	5,591.44	3,951.10	.00	.00	1,640.34	70.66
7-1311-431-00-123-072-0-334 BARNEY GROVES S/D-ENG & ARCH SRV	3,673.86	2,596.12	.00	.00	1,077.74	70.66
7-1311-431-00-123-141-0-334 CASA DE LOS VECINOS-ENG & ARCH SRV	19,965.50	11,823.90	.00	.00	8,141.60	59.22
7-1311-431-00-123-152-1-334 CHULA VISTA ACRES-ENG & ARCH SRV	9,370.91	6,858.88	.00	.00	2,512.03	73.19
7-1311-431-00-123-247-0-334 EL PARAISO S/D-ENG & ARCH SRV	12,285.45	7,611.45	.00	.00	4,674.00	61.95
7-1311-431-00-123-250-0-334 EL SOL S/D #1-ENG & ARCH SRV	13,355.97	7,297.13	.00	.00	6,058.84	54.64

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>
1311 BORDER COLONIA ACCESS PROGRAM ROUND II						
7-1311-431-00-123-251-0-334 EL SOL S/D #2-ENG & ARCH SRV	16,755.84	9,154.70	.00	.00	7,601.14	54.64
7-1311-431-00-123-267-1-334 EZEQUIEL ACEVEDO JR S/D#2-ENG & ARCH SRV	7,872.26	5,562.82	.00	.00	2,309.44	70.66
7-1311-431-00-123-312-0-334 HAVANA S/D-ENG & ARCH SRV	8,002.00	5,654.56	.00	.00	2,347.44	70.66
7-1311-431-00-123-322-1-334 HILDA S/D-ENG & ARCH SRV	6,000.23	6,000.23	.00	.00	.00	100.00
7-1311-431-00-123-325-1-334 HILDA S/D #3-ENG & ARCH SRV	4,243.18	3,491.74	.00	.00	751.44	82.29
7-1311-431-00-123-350-0-334 JESSAN S/D-ENG & ARCH SRV	2,358.68	2,064.48	.00	.00	294.20	87.53
7-1311-431-00-123-384-1-334 LA HOMA RD N S/D-ENG & ARCH SRV	36,730.80	10,135.11	19,059.45	19,059.45	7,536.24	79.48
7-1311-431-00-123-385-1-334 LA HOMA RD S S/D-ENG & ARCH SRV	12,482.11	6,883.80	-19,059.45	-19,059.45	24,657.76	-97.54
7-1311-431-00-123-427-1-334 LOS EBANOS S/D-ENG & ARCH SRV	5,628.74	4,036.90	.00	.00	1,591.84	71.72
7-1311-431-00-123-488-1-334 MUNOZ ESTATES-ENG & ARCH SRV	12,521.45	8,848.12	.00	.00	3,673.33	70.66
7-1311-431-00-123-498-1-334 NORTH CROSS ESTATES-ENG & ARCH SRV	8,812.88	6,730.68	.00	.00	2,082.20	76.37
7-1311-431-00-123-784-1-334 VILLA CAPRI S/D-ENG & ARCH SRV	6,240.84	4,909.74	.00	.00	1,331.10	78.67
7-1311-431-00-123-837-0-334 WALTON S/D-ENG & ARCH SRV	4,838.10	3,418.80	.00	.00	1,419.30	70.66
7-1311-431-00-123-911-0-334 RESUB PLAT JIMENEZ S/D-ENG & ARCH SRV	4,997.43	3,858.86	.00	.00	1,138.57	77.22
7-1311-431-00-124-070-0-334 BAR VI-ENG & ARCH SRV	3,644.20	750.00	750.00	750.00	2,144.20	41.16
7-1311-431-00-124-128-0-334 CALMA ESTATES-ENG & ARCH SRV	1,379.70	335.00	301.50	301.50	743.20	46.13
7-1311-431-00-124-129-0-334 CALMA ESTATES #2-ENG & ARCH SRV	1,954.55	477.50	429.75	429.75	1,047.30	46.42
7-1311-431-00-124-130-0-334 CALMA ESTATES #3-ENG & ARCH SRV	1,252.90	305.00	274.50	274.50	673.40	46.25
7-1311-431-00-124-155-0-334 CITRUS CITY LAKE-ENG & ARCH SRV	1,591.50	.00	567.00	567.00	1,024.50	35.63
7-1311-431-00-124-167-0-334 COLONIA BIG 5 -ENG & ARCH SRV	14,289.54	.00	10,744.50	10,744.50	3,545.04	75.19
7-1311-431-00-124-363-1-334 L & R GARZA-ENG & ARCH SRV	1,805.25	831.25	.00	.00	974.00	46.05
7-1311-431-00-124-482-0-334 MORNING SIDE ESTATES-ENG & ARCH SRV	760.10	.00	497.00	497.00	263.10	65.39
7-1311-431-00-124-541-0-334 PALMA S/D #1-ENG & ARCH SRV	4,011.25	1,857.25	.00	.00	2,154.00	46.30
7-1311-431-00-124-543-0-334 PALMA S/D #2-ENG & ARCH SRV	3,839.15	1,771.75	.00	.00	2,067.40	46.15
7-1311-431-00-124-585-1-334 RAMBO ESTATES-ENG & ARCH SRV	1,937.10	893.00	.00	.00	1,044.10	46.10
7-1311-431-00-124-612-0-334 RENA RAE S/D-ENG & ARCH SRV	5,125.80	2,365.50	.00	.00	2,760.30	46.15
7-1311-431-00-124-785-0-334 VILLA DEL MUNDO-ENG & ARCH SRV	8,313.20	.00	5,434.00	5,434.00	2,879.20	65.37
7-1311-431-00-124-793-0-334 WARE COUNTY-ENG & ARCH SRV	1,167.00	279.00	.00	.00	888.00	23.91
1311 BORDER COLONIA ACCESS PROGRAM ROUND II	542,926.35	301,669.02	77,544.61	77,544.61	163,712.72	69.85
1315 TXDOT PROJECTS						
7-1315-433-00-000-018-0-334 TXDOT DRAINAGE-FM2128-ENG & ARCH SRV	53,317.00	.00	.00	.00	53,317.00	.00
1315 TXDOT PROJECTS	53,317.00	.00	.00	.00	53,317.00	.00
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						
7-1331-419-00-115-054-0-334 C.O.,2001-CRTHSE PRK GARAGE-ENG & ARCH	73,187.70	.00	.00	.00	73,187.70	.00
7-1331-431-00-115-053-0-334 C.O.,2001-AERIAL-ENG & ARCH SERVICES	19,923.47	.00	.00	.00	19,923.47	.00
7-1331-431-00-122-012-0-334 C.O.,2001-PCT.2 LOOP STUDY-ENG&ARCH SRV	110,421.50	.00	.00	.00	110,421.50	.00
7-1331-431-00-123-010-0-334 C.O.,2001-PCT.3-ENGINEER & ARCHITECT SRV	15,294.69	15,294.69	.00	.00	.00	100.00
1331 CERT OF OBLIG,SERIES 2001	218,827.36	15,294.69	.00	.00	203,532.67	6.99
1332 CERT OF OBLIG,SERIES 2002						
7-1332-431-00-122-020-0-334 C.O.,2002-PCT 2 OUTER LOOP-ENG & ARCH SR	138,561.62	.00	.00	.00	138,561.62	.00
7-1332-432-00-230-008-0-334 C.O.,2002-LANDFILL PCT.4-ENG & ARCH SRV	11,450.00	.00	11,450.00	11,450.00	.00	100.00
1332 CERT OF OBLIG,SERIES 2002	150,011.62	.00	11,450.00	11,450.00	138,561.62	7.63
1334 CERT OF OBLIG,SERIES 2004						
7-1334-412-40-220-010-0-334 C.O.,2004-BLDG & GRDS-CRTHSE-ENG & ARCH	4,420.21	1,450.00	2,400.00	2,400.00	570.21	87.10
7-1334-419-40-220-009-0-334 C.O.,2004-B&G-ADM BLDG-ENG & ARCH SERV	22,187.00	9,897.00	.00	.00	12,290.00	44.61
7-1334-431-00-124-020-0-334 C.O.,2004-PCT 4-ENG & ARCH SERVICES	700,000.00	.00	.00	.00	700,000.00	.00
7-1334-432-00-123-022-0-334 C.O.,2004-PCT 3 LANDFILL-ENG&ARCH	47,460.00	47,460.00	.00	.00	.00	100.00
1334 CERT OF OBLIG,SERIES 2004	774,067.21	58,807.00	2,400.00	2,400.00	712,860.21	7.91
7 YEAR	2,301,713.42	528,048.53	204,278.57	204,278.57	1,569,386.32	31.82

AI-5796

16.A.10.

Ranking of Engineers-Demolition & Removal of Structures, Tanks & Related Equipment

CC REGULAR

Date: 10/02/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under Texas Local Gov't. Code, Chapter/Section 262.024(a)(4), '... a professional service' in connection with engineering services;

B. Presentation of scoring grid for the purposes of ranking by CC of the firms graded, evaluated & scored from the County's approved "pool" of engineers in connection with engineering services (drafting of specifications, project supervision and all reporting requirements to federal, state & local agencies) for : Turnkey Solution for the Demolition and Removal of Structures and Below Ground Tanks and Related Equipments located at 201 & 217 North Closner, Edinburg;

1st. _____; 2nd. _____;
3rd. _____.

C. Authority for the Purchasing Dept. to negotiate a professional engineering services contract with the number one (1) ranked firm of _____ for the provision of engineering services in connection with the demolition and removal of structures, tanks and related equipment located on site at 201 & 217 North Clonser, Edinburg, Texas;

D. Requesting authority to advertise a sealed bid for the: Demolition & Removal of Structure, Above and/or Below Ground Tanks and Related Equipment" located on site at 201 & 217 North Closner, Edinburg, Texas;

E. Requesting the immediate cordoning-off of properties at 201 & 217 N. Closner, Edinburg, Texas so as to secure sites in preparation for/and in anticipation of the demolition project.

BACKGROUND

Notes:

1) CC action of 9-18-07 authorized the option to proceed to select, rank & engage an engineer in order to draft specifications, evaluate bids, recommend award, supervise the project, communicate & file all required compliances with TCEQ;

2) All Members of CC were given an opportunity to nominate one (1) engineering firm from the County approved "pool" of engineers; All nominees were then scored, graded, evaluated and returned to Purchasing to produce a grid and thus present to CC for ranking

3) Plans and specifications drafted and developed by engage engineer will be presented to CC for approval prior to publications of ads.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/27/2007 03:16 PM	APRV
2	Budget & Management	Dina Trevino	09/28/2007 10:24 AM	APRV
3	Auditor's Office	Linda Fong	09/28/2007 01:52 PM	APRV
4	Court Administrator	Monica Badillo	09/28/2007 03:13 PM	APRV

Form Started By: Marty Salazar
Started On: 09/26/2007 04:52 PM

Final Approval Date: 09/28/2007

AI-5799

16.A.11.

**Hidalgo County's 457 Deferred Compensation Plan/Program
CC REGULAR**

Date: 10/02/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation by Bill Rusteberg, consultant for Hidalgo's 457 Deferred Compensation Plan/Program of clarifications and options regarding action taken by Commissioners Court on 9-11-07 authorizing the publication of an RFP for "Record Keeper Services" for the County's 457 Deferred Compensation Plan/Program including action (if necessary) to authorize any additional procurements.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Program is paid by participating employees.

Attachments

Link: [5799](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/27/2007 04:59 PM	APRV
2	Budget & Management	Dina Trevino	09/28/2007 10:54 AM	APRV
3	Erika Reyna	Erika Reyna	09/28/2007 02:55 PM	APRV
4	Auditor's Office		09/28/2007 05:58 PM	NEW

Form Started By: Marty Salazar
Started On: 09/26/2007 05:29 PM

Final Approval Date: 09/28/2007



PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM

Immediate Review Required and Recommended

To: All Members of Hidalgo County Commissioners Court
Attn: Administrative/Executive Assistants and/or Chiefs of Staffs

All Via Facsimile Transmittals & Hand Delivery

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent *mls*

Date: September 7, 2007

Re: Status of Hidalgo County's- 457 Deferred Compensation Plan Provider-Nationwide Trust Company

Enclosed for your review is a copy of a "Memorandum" sent to all member of the Court back on January 25, and February 16 of 2007. It is imperative that decisions in connection with Hidalgo County's 457 Deferred Compensation Program be made in order to comply with deadlines detailed below:

- A. Hidalgo County solicited Requests of Proposals in 2004. The project was handled through a contracted consultant, William "Bill" Rusteberg of Insurance Advisory Group. The County attracted five vendors and awarded to Nationwide Trust Company on 3-8-04 and elected to use the mutual fund approach; The term of the project was an initial one (1) year term with two (2) additional one (1) year extensions;
- B. After many months of drafting, reviewing, modifying and correcting, Hidalgo County Commissioners Court approved the final "Prototype Plan Agreement" with Nationwide Trust Company on 11-1-04. Thereafter the local record keeper's representative, Walter Reyna, of Reyna Financial began enrollments of County employees on July 1, 2005;
- C. Therefore, the current agreement with Nationwide Trust company will expire on 11-1-07 (the effective date of the plan agreement); Hidalgo County's 457 Deferred Compensation Plan/Program currently has 335 participants (as per information received on 1-24-07 from Reyna Financial);
- D. Hidalgo County Commissioners Court needs to decide a couple of issues before proceeding to advertise the project again:
 - 1) Decide whether Hidalgo County wishes to permit multiple record keepers and thus providing participants with more choices in their deferred compensation plan; or,
 - 2) Decide to continue with only one (1) record keeper as currently is the case;
 - 3) **Read the information received via e-mail (dated 1-11-07) from your current consultant so as to make a determination whether the Court desires to change from the current mutual fund approach or elect to change to an annuity philosophy;**
- E. Hidalgo County may elect to utilize it's membership/participation through cooperative purchasing programs and/or associations (i.e. National Association of Counties' (NaCo) awarded vendors for 457 Deferred Compensation Plan providers and thus comply with bidding requirements and eliminate the necessity to advertise the project.

If you require any further information or assistance regarding this matter, please do not hesitate to call me at (956) 292-7611.

c: Hon. Norma G. Garcia, Hidalgo County Treasurer
Valde Guerra, Hidalgo County Budget Officer & Director of Risk Management

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

Martha Salazar

From: Martha Rusteberg [mrusteberg@sbcglobal.net]
Sent: Wednesday, February 21, 2007 8:32 AM
To: Marti Salazar
Subject: RE: 457

Marti,

Did you receive this e-mail from Friday?

Thanks,

Martha Rusteberg
1010 E. Tyler
Harlingen, TX 78550
mrusteberg@sbcglobal.net
Phone: 956.425.8437
Fax: 956.425.6502

The information in this communication and any attachments may be privileged, confidential, and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying, is strictly prohibited and may be unlawful. If you think that you have received this communication in error, please immediately notify the sender and delete all copies.

-----Original Message-----

From: Martha Rusteberg [mailto:mrusteberg@sbcglobal.net]
Sent: Friday, February 16, 2007 4:15 PM
To: Marti Salazar (martha.salazar@co.hidalgo.tx.us)
Subject: FW: 457

Marti,

This e-mail is from Anthony Reyna regarding your questions you had about terminating the Administrator of the 457.

Thanks,

Martha Rusteberg
1010 E. Tyler
Harlingen, TX 78550
mrusteberg@sbcglobal.net
Phone: 956.425.8437
Fax: 956.425.6502

The information in this communication and any attachments may be privileged, confidential, and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying, is strictly prohibited and may be unlawful. If you think that you have received this communication in error, please immediately notify the sender and delete all copies.

-----Original Message-----

From: anthony [mailto:anthony@walterreyna.com]
Sent: Friday, February 16, 2007 11:13 AM
To: mrusteberg@sbcglobal.net
Subject: 457

One cannot just simply "terminate" the plan with Nationwide. Without a receiving custodian to transfer assets to, it could be that telling Nationwide to just terminate would result in checks being sent out to all participants. End result here would be each person paying taxes and a 10% penalty on the money.

A receiving custodian needs to be in place and ready to receive the assets in order to terminate the plan with nationwide.

J. Anthony Reyna
956-682-4196 ph
956-682-4931 fax
www.walterreyna.com

Cris Villarreal

From: Bill Rusteberg [riskmanager@sbcglobal.net]
Sent: Thursday, September 06, 2007 4:01 PM
To: cris.villarreal@co.hidalgo.tx.us
Subject: FW: 457 Plan

Is this what you were looking for?

From: Bill Rusteberg [mailto:riskmanager@sbcglobal.net]
Sent: Thursday, September 06, 2007 3:58 PM
To: riskmanager@sbcglobal.net
Subject: FW: 457 Plan

From: Bill Rusteberg [mailto:riskmanager@sbcglobal.net]
Sent: Thursday, January 11, 2007 10:21 AM
To: martha.salazar@co.hidalgo.tx.us
Subject: 457 Plan

Marty, as you may recall, Commissioners Court approved a 457 plan in spring of 2004 as a result of a formal Request for Proposal process. At the time, I remember cautioning the Commissioners that a 457 supplemental retirement plan is a long term program designed to supplement the TCDRS plan and not something to bid out routinely. Many political subdivisions here locally which have a 457 plan historically do not bid out the record keeping portion of the program on a regular basis.

Investments within a 457 plan, irregardless of the recordkeeper, can be through the same vehicles. For example, purchasing Verizon stock can be accomplished through any recordkeeper.

When I made my recommendations to Commissioners Court, I advised them that there are basically two philosophies on investments to be considered: an annuity based platform or mutual funds/stocks and bonds.

An annuity based platform has certain advantages, however investing in a tax favored annuity in a tax favored 457 plan is much like wearing a raincoat while taking a shower. In addition, fees associated with annuities can be significantly higher than fees charged by the recordkeeper in mutual funds.

Commissioners Court elected to take the mutual fund approach to investing. The current asset value of your program is approx. \$550,000 of which the current recordkeeper (Reyna) is charging an average of 93 basis points (about \$4,500 per year). On the other hand, if one were to "re-enroll your 457 plan and move the monies to an annuity based platform, fees could be as high as 12% or more, or \$60,000 hit to the investment funds. In addition to the fees, penalty withdrawal charges could be significant for up to 10 years, depending on the contract language of the annuity contract.

While it is not uncommon for a political subdivision to have more than one record keeper, many utilize only one.

Marty, I would be please to meet with the County Judge to give him a brief overview of the plan and

answer any questions he may have.



Deferred Compensation Program Introduction

Frequently Asked Questions

The National Association of Counties (NACo), in partnership with Nationwide Retirement Solutions (NRS), and state associations of counties, provides county employees with a Section 457 Deferred Compensation Program. Since its inception in 1980, NACo's Deferred Compensation Program has grown to become the largest supplemental retirement income program available to county employees. More than 360,000 county employees from over 1,900 counties currently participate in the Program, with accumulated assets of more than \$8.0 billion.

The NACo Deferred Compensation Program offers county employees a way to augment retirement savings while postponing the payment of federal, and in many cases, state income taxes. The NACo Deferred Compensation Program allows county employees the opportunity to voluntarily contribute a portion of their wages to a special account and to direct these contributions to one or more investment options. Thus, the Program offers county employees a valuable savings alternative that can be used to supplement their retirement income. The Program also provides county governments an additional benefit option to offer to their employees.

Employee Benefits

- Helps public employees save for their future at no cost to their employer.
- Enables public employees to reduce current taxes.
- Institutes a systematic savings program for public employees.
- Automatic contribution deductions make it easy for employees to save.
- Contributions grow on a tax-deferred basis.
- Employees are 100% vested in their accounts.

Employer Benefits

- Helps employers to recruit and retain high-caliber personnel.
- Usually less expensive to maintain than defined benefit plans.
- Employer contributions are not subject to Federal Insurance Contributions Act (FICA).
- Flexibility in program design.

For more information on NACo's Deferred Compensation Program, contact:

Lisa Cole
Director, NACo Financial Services Corporation
202.942.4270
lcole@naco.org

Related Documents

AI-5686

**Hidalgo County's 457 Deferred Compensation Plan
CC REGULAR**

Date: 09/25/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation by Bill Rusteberg, Consultant for Hidalgo County's 457 Deferred Compensation Plan/Program of clarifications and options regarding action taken by CC on 9-11-07 authorizing the publication of an RFP for "Record Keeper Services" in connection with Hidalgo County's 457 Deferred Compensations Plan/Program including action necessary (if necessary) on any additional procurements.

BACKGROUND

Fiscal Impact

Attachments

Link: [457 plan](#)

Form Routing/Status

Form Started By: Marty Salazar Started On: 09/19/2007 05:21 PM

AI-5816

16.A.

**Hidalgo County-WA #1-L & G Engineering-C-07-351-09-11-Structural & Environmental Assessment for The Old County Jail & Restitution Ctr
CC REGULAR**

Date: 10/02/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #1 (with a proposed fee of \$ 15,700.00) with L & G Consulting Engineers Inc. d/b/a L & G Engineering to provide engineering services to the County of Hidalgo in connection with Contract No. C-07-351-09-11 for the "Structural & Environmental Assessments for the Structu of a/k/a The Old County Jail & Restitution Center (located at 207 East Loeb Street, Edinburg, Texas)"

BACKGROUND

Work Authorization No. 1

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-739

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Account # was forwarded by the Budget Office....

Attachments

Link: Hidalgo County-WA #1-L & G Engineering-C-07-351-09-11-Structural & Environmental Assessment for The Old County Jail & Restitution Ctr

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/28/2007 05:45 PM	APRV
2	Budget & Management		09/28/2007 05:58 PM	NEW

12.

==

ire

==

==

==

Form Started By: Letty Saenz

Started On: 09/27/2007 02:23
PM

Final Approval Date: 09/28/2007

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-351-09-11
Work Authorization Form
WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L & G Consulting Engineers, Inc. d/b/a L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Structural & Environmental Assessments for the Structure of a/k/a, the Old County Jail and Restitution Center (located at 207 East Loeb Street in Edinburg, Texas.

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 \$15,700.00. 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. 1 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County _____, Commissioner _____ as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY

BY: _____

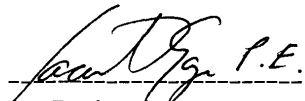
PART 8. ACCEPTANCE AND APPROVAL

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:

THE OWNER:

HIDALGO COUNTY


By: Engineer

By: Juan D. Salinas, III, County Judge

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

EXHIBIT "A"
SERVICES TO BE
PROVIDED BY OWNER

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:
 - Public Meetings*
 - (a) Approve agenda and all exhibits prior to public meeting.
 - (b) Approve date and location of the meeting.
 - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.
- (9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FBMA) and any other coordinating agency or entity.
- (10) Review and approve the Project design criteria.
- (11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY ENGINEER

EXHIBIT "B"

Services to be Provided by the Engineer (L&G Engineering)

SCOPE OF WORK

L&G's approach for performing the project consists of four tasks: First, a review of the public record and an examination of the history of the property; second, an on-site investigation of the property by experienced environmental scientists and engineers; third, a survey of the building interior for asbestos containing materials and mold; and fourth, preparation of a final report summarizing the findings and recommendations of the assessment. L&G will use the American Society for Testing and Materials (ASTM) Publication E 1527-05 to fulfill the U.S. Environmental Protection Agency (EPA). All Appropriate Inquiries (AAI) Rule outlined in Title 40, Code of Federal Regulations, Part 312. The Phase I ESA will be performed by or under the direction of a qualified Environmental Professional (EP) as defined in 40 CFR Part 312.

Task 1.0 Compilation and Review of the Public Record

This task serves to identify evidence in the public record of activities that may have resulted or could result in contamination or deposition of hazardous materials on the site. Activities conducted by L&G include:

- Compilation and review of pertinent public records (e.g., Texas Commission on Environmental Quality and U.S. Environmental Protection Agency) regarding past, present and pending enforcement actions and/or investigations at the site and on the adjoining sites, including Activity and Use Limitations (AULs) and Environmental Cleanup Liens. Available information pertinent to underground storage tanks; hazardous waste transporter/generator, treatment, storage and disposal facilities; wastewater discharges; and air emission permit activities will also be evaluated.
- Examination of available historical aerial photographs and topographic maps of the site and its environs for evidence of past uses that might include disposal of hazardous waste material or other disturbances indicative of hazardous waste disposal activities. L&G will also review information pertaining to existing conditions of the site and surrounding properties (e.g., flood plain maps, wetlands, soil surveys and groundwater information).
- Review of historical records to identify previous uses of the property to a point in time when the property first contained structures or was developed for residential, commercial, agricultural, industrial or governmental purposes.
- Identification of any data gaps and preparation of opinions and/or explanations of the significance of the data gaps.

Task 2.0 Site Reconnaissance and Interviews

A site reconnaissance will be performed to inspect for evidence of past and/or current presence of hazardous material on the site and adjoining sites. In addition, L&G will evaluate any factors in the review of the public record that might be indicative of activities that resulted in hazardous materials being used or deposited on the site or that could result in contamination of the site. The site reconnaissance will include:

- Performance of a detailed visual reconnaissance of every section of the site and adjacent properties to observe any signs which may indicate the presence of contaminants on the property and contaminant pathways to the property.
- Photographic documentation of all indicative features.
- Interviews with persons knowledgeable about the property, including current and past owners and occupants of the subject property, and adjacent property owners if the subject property is abandoned.

Task 3.0 Structural Inspection

A visual inspection of the exterior of the buildings and any visually accessible interior structures will be conducted by a structural engineering professional. The intent of the inspection is to identify potential structural problems and provide further recommendations.

Task 4.0 Asbestos Survey

A visual inspection of on-site buildings for suspect asbestos containing materials (ACM) will be conducted. Bulk material samples will be collected and subjected to polarized light microscopy (PLM) analysis for asbestos fiber identification. Three samples are required to be sampled for each identified material or area. A summary report will be prepared relating to the asbestos inspection. L&G estimates collecting 20-30 samples for asbestos testing.

Task 5.0 Mold Survey

An inspection of on-site buildings will also be performed for evidence of mold and mold-related contaminants. Sampling points may include either tape samples of visible mold on building surfaces, or air samples of indoor or outdoor (background) areas. The procedures and findings of the mold survey will be incorporated into the summary report. L&G anticipates collecting 10-15 samples for mold testing.

Task 6.0 Lead-Based Paint Survey

L&G proposes performing an inspection of on-site buildings for evidence of lead-based paint. Samples of suspect materials from separate and distinct areas will be collected for analytical testing of total lead. The procedures and findings of the lead-based paint survey will be incorporated into the summary report. L&G anticipates collecting 10-15 samples for lead testing.

Task 7.0 Report Preparation

Upon completion of the above tasks, L&G will provide you with a written report documenting our findings. If our findings warrant continuation to a Phase II Assessment (subsurface investigations, site sampling, laboratory analysis, risk assessment, remedial actions and regulatory compliance assessment), L&G will provide you with the expanded scope of work and its associated budget. Unless directed otherwise, you will be the only recipient of our report, and no copies will be distributed without your prior approval.

EXHIBIT "C"
WORK SCHEDULE

EXHIBIT "C"

SCHEDULE

L&G is prepared to initiate this project within five working days of authorization. It is anticipated being able to provide a written report of our findings within 30 days of written authorization. Please note that our ability to complete the services involved in review of the public record within the above referenced time frame may be dependent upon the availability of relevant maps and records, and the schedule of pertinent officials. If difficulties arise, you will be informed at the earliest possible time and obtain your concurrence on extending the evaluation period or continuing without the benefit of the information in question.

EXHIBIT "D"
FEE SCHEDULE

EXHIBIT "D"

PROPOSED BUDGET

L&G proposes to complete the project report for the costs presented below.

Phase I Environmental Site Assessment	\$ 4,700.00
Structural Survey	\$ 5,000.00
Asbestos Survey	\$ 800.00
Asbestos Testing	\$ 1,050.00 (30 samples @ \$35/sample)
Mold Survey	\$ 800.00
Mold Testing	\$ 1,875.00 (15 samples @ \$125/sample)
Lead-Based Paint Survey	\$ 800.00
Lead-Based Paint Testing	\$ 675.00 (15 samples @ \$45/sample)

TOTAL **\$15,700.00**

AI-5800
RFQ-Independent Audit Services
CC REGULAR

16.B.1.

Date: 10/02/2007
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Requesting authority to advertise a Request for Qualifications for: Independent Audit Services for the Hidalgo County Juvenile Probation Dept. to include the following fiscal years: FY 2007, with options to conduct FYs 2008 &/or 2009. See Memorandum issued through Texas Juvenile Probation Commission and attached hereto.

BACKGROUND

Fiscal Impact

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

Funding for independent audit services are through Juvenile Probation Dept. budget. Funding source will be determined once bid is awarded.

Attachments

Link: [5800](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/27/2007 05:00 PM	APRV
2	Budget & Management	Dina Trevino	09/28/2007 10:55 AM	APRV
3	Rey Salazar	Rey Salazar	09/28/2007 11:27 AM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 02:31 PM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:14 PM	APRV

Form Started By: Marty Salazar Started On: 09/26/2007 05:30 PM
Final Approval Date: 09/28/2007

MEMORANDUM

TO: All Fiscal Officers

FROM: Shelia Harper, Accountant

DATE: September 21, 2007

SUBJECT: Fiscal Year 2007/Audit of TJPC Funds

For our review and to comply with contract requirements, we are requesting an independent audit of all funds received from the Texas Juvenile Probation Commission by your juvenile probation department, during fiscal year 2007. The audit must be performed by a Certified Public Accountant. The auditor selection process should include a proposal submitted by the independent auditor that reveals evidence of peer review and qualifications to do governmental audits. A copy of the audit must be forwarded to the Commission at the above address on or before March 1, 2008. If an audit has not been received by March 1, 2008, a Non-Compliance Citation Report (NCCR) will be issued for non-compliance and grant funds may be suspended.

Please note the following:

- Submit 2 copies of the audit report due on or before March 1, 2008
- Provide a copy of the management letter issued by the independent auditor.
- Catalog of Federal Domestic Assistance (CFDA) # 93.658

Confirmation of grant totals can be found on the TJPC website, which includes expenditure amounts, budget adjustments and disbursements. Instructions to access the website are below:

- TJPC website, www.tjpc.state.tx.us
- Go to the "Search" drop down menu and click on "State Allocation Contract"
- Arrow down to the appropriate county and fiscal year
- Click on the contract number (i.e., A-287-07) to view and/or print the screen

The FY 2007 Audit Requirements can be found on TJPC's website:

- Go to "Publications", "Fiscal Services"
- Form #TJPC-FIS-11-08

If you have any questions, please contact me at (512) 424-6693 or Shelia.Harper@tjpc.state.tx.us

HIDALGO COUNTY JUVENILE CENTER


Juvenile Probation Department
 Juvenile Detention Facility
 Juvenile Boot Camp Facility
 3100 S. Hwy. 281 • P.O. Box 267
 Edinburg, Texas 78540-0267
 (956) 381-8600 Fax (956) 383-4280



Israel "Buddy" Silva, Jr.
 Director
 Chief Juvenile Probation Officer

M E M O

TO: Marty Salazar, Purchasing Agent

FROM: Israel "Buddy" Silva, Jr., Director/Chief 

DATE: September 27, 2007

SUBJECT: F.Y. 2007 Texas Juvenile Probation Commission Audit Notice

Marty, I have received the F.Y. 2007 audit notice from the Texas Juvenile Probation Commission. I am requesting that your office initiate the procurement process for these auditing services.

If you have any questions, please call.

xc: Ray Eufrazio, County Auditor
 Elena Gaitan, JPD Accountant

- HIDALGO COUNTY JUVENILE BOARD -

MARIO E. RAMIREZ, Jr., *Overseer*
 Judge, 332nd District Court

RICARDO P. RODRIGUEZ, JR.
 Judge, 92nd D.C.

RINDY DELGADO
 Judge, 83rd D.C.

J.R. "BOBBY" FLORES
 Judge, 189th D.C.

ROSE GUERRA REYNA
 Judge, 206th D.C.

JUAN O. SALINAS III
 County Judge

JUAN R. PARTIDA
 Judge, 275th D.C.

NOE GONZALEZ
 Judge, 370th D.C.

LETTY LOPEZ
 Judge, 388th D.C.

AIDA SALINAS FLORES
 Judge, 398th D.C.

THOMAS P. WINGATE
 Judge, 430th D.C.

AI-5801

16.C.1.

**Mujers Unidas/Women Together, Inc.
CC REGULAR**

Date: 10/02/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Adult Probation

Information

CAPTION

Pursuant to Section 4 of Local Government Code, Chapter 509.003 presentation for consideration, discussion, acceptance and approval of a contract with Mujeres Unidas/Women Together, Inc. (qualified services provider through Texas Dept. of Criminal Justice) for the following project: "Men Against Violence (MAV) Batterer Intervention and Prevention Program (BIPP) for fiscal year September 1, 2007 - August 31, 2008.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1297-423-00-320-002-8-339

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding in place for 2007.

Attachments

Link: [Mujers Unidas/Women Together, Inc.](#)

Link: [BIPPs](#)

Link: [Local Government Code-Section 509.003](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/27/2007 05:05 PM	APRV
2	Budget & Management	Dina Trevino	09/28/2007 10:57 AM	APRV
3	Andres Castro	Andres Castro	09/28/2007 11:30 AM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 02:39 PM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:14 PM	APRV

Form Started By: Marty Salazar

Started On: 09/26/2007 05:31 PM

Final Approval Date: 09/28/2007

AGENCY: Women Together Foundation, Inc.

PROGRAM: Men Against Violence (MAV)
Batterer Intervention and Prevention Program (BIPP)

CONTACT: Estella De Anda
Executive Director

FUNDING PERIOD: Fiscal Year September 1, 2007 – August 31, 2008

FUNDING REQUEST: \$21,000.00

BUDGET ITEM DESCRIPTIONS:

Four (24 week) English Sessions to be held at the Women Together main office, McAllen, Texas. the cost will be \$130.00 for two group facilitators to conduct (80) sessions at \$65.00 per group facilitator.

40 sessions x \$130.00 for (2) facilitators	=	\$5,200.00
40 sessions x \$130.00 for (2) facilitators	=	\$5,200.00

Four Spanish group sessions of 24 weeks to be held at Women Together main office, McAllen, Texas. The cost will be \$130.00 for two group facilitators to conduct (80) sessions at \$65.00 per group facilitator.

40 sessions x \$130.00 for (2) facilitators	=	\$5,200.00
40 sessions x \$130.00 for (2) facilitators	=	\$5,200.00

Desk Top Supplies for Men's Program	=	\$ 200.00
-------------------------------------	---	-----------

TOTAL BUDGET: FY 2007-2008 **\$21,000.00**

CONTRACT AGREEMENT

Between

MUJERES UNIDAS/ WOMEN TOGETHER, INC.

Of

**Hidalgo County, Texas
511 N. Cynthia Street
McAllen, Texas 78501**

And

**COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
OF HIDALGO COUNTY
P.O. BOX 2528
McAllen, Texas 78502**

This agreement is entered into by **Mujeres Unidas/ Women Together, Inc.** (hereinafter referred to as the **Center**) and the **Hidalgo County Community Supervision and Corrections Department** (hereinafter referred to as the **Department**) pursuant to treatment and evaluation services for males who are perpetrators of violence against their wives and/or partners.

I.

The **Department** is duly authorized and organized under the Texas Constitution and the laws of the State of Texas.

The **Center** is a non-profit organization duly constituted under the laws of the State of Texas.

II.

The **Center** agrees to:

- A. Situate this program in Hidalgo County, Texas;
- B. Offer a Batterer Intervention/Prevention Program (BIPP) in which the primary approach is direct intervention with perpetrator, on an individual or class basis, and encourages the victim to seek all available services.
- C. Accept referrals from all agencies of the judicial system and from parallel entities to include self referrals;
- D. Provide sequential classes led in Spanish or English;
- E. Provide 5 sessions of 24 classes between September 1, 2007 and August 31, 2008

F. Include these topics in each session:

Orientation	Shelter Advocate Speaker
Anger/Cycle of Violence	Communication
Abusive Behavior	Communication Breakdowns
Responsibility vs. Shame	Early Warning Signs Worksheet
ABC Model	Assertive and Active Listening
Power/Control Log	Gender Role Stereotyping
River of Anger	Socialization
Aggression Control	Intergenerational Transference
Signs of Becoming Aggressive	'Isms
Calm Thinking	Rebuilding Trust
Anger Worksheet	Review
Effects of Violence on Children	Review/Post Group Questionnaire

G. Follow an open-ended class policy, participants may be admitted on any work week. They will complete the program once they have attended all twenty-four classes.

H. Include a maximum of 15 participants per class.

III.

The **Center** agrees to perform its services in accordance with generally accepted applicable standards that such services will be performed by the **Center** as an independent contractor under its sole supervision, management, direction and control. The **Center** and the **Department** will work cooperatively for the benefit of mutual clients. The **Center** agrees to provide the results of any program evaluations and pertinent statistical research data to the **Department**.

IV.

The **Center** agrees to share information regarding participants with the referral entity on a case-by-case basis. The **Center** maintains the right to screen and to determine client appropriateness for class placement.

V.

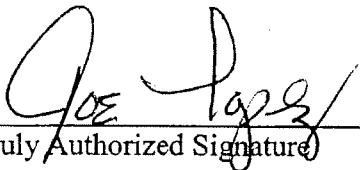
The **Department** and the **Center** shall for all purposes under this agreement by independent contractors. Neither party shall be deemed an employee, agent or representative of the other party. Neither party shall have the authority to incur any obligation or make any representation on behalf of the other party.

VI.

The **Center** and the **Department** shall comply with mandates SB 959, an Act of the 71st Texas Legislature, in addressing HIV issues.

VII.

The **Department** agrees to pay for the services provided by the Center at the agreed rate (see attached budget sheet). Total payment amount for this contract is not to exceed \$21,000.


Duly Authorized Signature


Duly Authorized Signature

Community Supervision and
Corrections Department

Mujeres Unidas/ Women Together, Inc.

Mujeres Unidas

Phone: (956) 630-4878



Women Together

Fax: (956) 687-4715

E-mail: womentog@swbell.net.

511 N. Cynthia Street • McAllen, Texas 78501

September 25, 2007

Community Supervision & Corrections Department
c/o Joe Lopez, Executive Director
P.O. Box 2528
McAllen, Texas 78502

Dear Mr. Lopez:

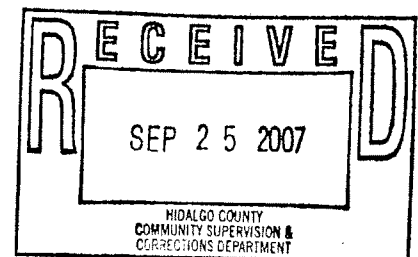
Attached please find fiscal year 2008 Contract Agreement between Mujeres Unidas and the Hidalgo County Community Supervision & Corrections Department.

Please note that we are requesting a \$6,000 increase since the demand for groups required that we add additional groups. As always, we appreciate your commitment to families experiencing violence in their homes. Please feel free to contact me with any questions or concerns.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Estella De Anda".

Estella De Anda
Women Together/Mujeres Unidas
Executive Director



Battering Intervention and Prevention Programs

Battering Intervention and Prevention Programs

(BIPPs) consist of groups for family violence offenders, in which offenders are held accountable for past abusive behavior and taught the fundamentals of leading a nonviolent lifestyle. Although BIPPs work directly with offenders, the underlying goal of these programs is to enhance the safety of battered women and their children.

Providing services for the innocent victims of family violence is vital, but taking action to stop future violence against victims is also necessary. BIPPs are unique in that they create the possibility of actually stopping future violence.

Currently there are 27 BIPPs in Texas. [Click here to see a list of those programs.](#) These BIPPs must adhere to the state standards which have been established as best practices. [Click here to view the standards](#) (NOTE: these standards are called Guidelines, but, in fact, they are not optional.)

Safety Alert: Computer use can be monitored and is impossible to completely clear. If you are afraid your internet and/or computer usage might be monitored, please use a safer computer, call your local hotline, and/or call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or TTY 1-800-787-3224

AMARILLO
Family Support Services E
Potter County
Rodney Goff
1001 S. Polk St. (79101)
806/342-2500 x2513(Office)
806/372-2433 (Fax)
rodney [at] fss-ama.org

AUSTIN
Life Works / Family Violence
Diversion Network
Travis County
Corie Cormie
2001 Chicon St. (78722)
512/735-2100 (Office)
512/735-2185 (Fax)
www.lifeworksweb.org

BASTROP
Family Crisis Center Men
Bastrop County
Susan Farris
P. O. Box 736 (78602)
512/321-7760 (Office)
512/321-7771 (Fax)

BEAUMONT
Violence Intervention & E
Jefferson County
Dr. Alvin Williams
990 IH-10 N Suite 140 (77
409/833-2668 (Office)
409/832-8976 (Fax)

BROWNSVILLE

Friendship of Women/BIP

Cameron County

Estela Hankin

P. O. Box 3112 (78523)

956/546-6694 (Office)

956/544-6624 (Fax)

CORPUS CHRISTI

A Turning Point

Nueces County

Traci McClellan

P. O. Box 3368 (78463-3368)

361/884-2900 (Office)

361/884-2006 (Fax)

DALLAS

The Family Place BIPP

Dallas County

David Almager

7424 Greenville Ave., Suite 100

214/692-8295 (Office)

214/692-8298 (Fax)

DENTON

Denton County Friends of

Intervention Program

Denton County

Shareen Howard

P. O. Box 640 (76202)

940/387-5131 x237 (Office)

940/383-1816 (Fax)

shareen [at] dcfof.com

EL PASO

Center Against family Viol

Intervention and Preventive

El Paso County

José Avila

3800 N. Piedras St., Suite 100

915/562-0077 (Office)

915/562-0095 (Fax)

FORT WORTH

Women's Haven of Tarrant
Tarrant County
Vance Lambert
2001 Beach St., Suite 530
817/536-3809 (Office)
817/536-5499 (Fax)
vlambert [at] womenshave

GARLAND

New Beginning Center - E
Dallas County
Bridget Vinson O'Neal
218 N. 10th St. (75040-61
972/276-0423 (Office)
972/276-1344 (Fax)

HOUSTON

Battering Intervention Ser
of Domestic Abuse
Harris County
Sherri Kendall
1001 Texas, Suite 600 (7
713/224-9911 (Office)
713/715-6945 (Fax)

KERRVILLE

Hill Country Crisis Council
Kerr County
Sheryl Howard
P. O. Box 291817 (78029-
830/257-7088 x29(Office)
830/257-7097 (Fax)
hccadm [at] ktc.com

KILLEEN

Killeen Diversified Family
Dr. Ruth Tomlin
Diversified Family Counse
2201 S. WS Young Drive,
Killeen, TX 76543
254/690-2004(office)

254/690-5923(Fax)

LUBBOCK

Women's Protective Servi
Lubbock County
Gia Hamilton
P. O. Box 54089 (79453)
806/748-5292 (Office)
806/745-8739 (Fax)

MCALLEN

Women Together/Men Ag
Cecelia Mendoza
Hidalgo County
420 North 21st St. (78501)
956/664-2826 (Office)
956/687-4715 (Fax)

MIDLAND

Project ADAM
Midland County
Nilvia Rodriguez
P.O. Box 11331 (79702)
432/522-2700 (Office)
432/520-0948 (Fax)

PARIS

Family Haven Crisis & Re
Lamar County
1220 Clarksville St. (7546)
903/784-6901 (Office)
903/784-5703 (Fax)

PERRYTON

Panhandle Crisis Center E
Ochiltree County
Cindy Smith
P. O. Box 502 (79070-0502)
806/435-5008 (Office)
806/435-5376 (Fax)

PLAINVIEW

Hale County Crisis Center

Hale County

Kay Harris

P.O. Box 326 (79073)

806/293-9772 (Office)

806/293-3686 (Fax)

PLANO

Hope's Door BIPP

Collin County

Bob Fine

2701-C W. 15th St., Suite

972/422-2911 (Office)

972/423-4154 (Fax)

SAN ANTONIO

Family Violence Preventic

Violence Intervention Prog

Bexar County

Phil Travers

7911 Broadway (78209)

210/930-3669 (Office)

210/930-1107 (Fax)

SHERMAN

Domestic Abuse Intervent

Kathy Crenshaw

P. O. Box 2112 (75091-21

903/892-8595 (Office)

903/893-0892 (Fax)

STAFFORD

WCSI BIPP Program

Fort Bend County

Dr. Marilyn Hamilton

2503 South Main, Suite N

281/403-0838 (Office)

713/747-6416 (Fax)

wcsi2 [at] aol.com

www.wholistic-services.cc

TEXARKANA

Domestic Violence Prever

Bowie County

Steve Fisher
P. O. Box 712 (75504)
903/794-4000 (Office)
903/792-2924 (Fax)

TYLER
Violence Intervention Net
Smith County
Theresa Leftwich
P.O. Box 7060 (75711)
903/579-2500 (Office)
903/579-2592 (Fax)

VICTORIA
Mid-Coast Family Service
Victoria County
Tammy Harger
1801 N. Laurent, Suite 20
361/575-7842 (Office)
361/575-8218 (Fax)
Tammyharger [at] yahoo.c



[Return to CJAD Home]

Community Justice Assistance Division

ENFORCING STANDARDS/GUIDELINES

TDCJ-CJAD determines the core services community supervision and corrections departments (CSCDs) will provide. The division develops minimum **standards** for the departments' programs, facilities and equipment and develops methods for measuring the success of the programs. The division tracks the performance of CSCDs, monitors and reviews their budgets, offers technical help and training, and awards special state grants. TDCJ-CJAD and the Texas Council on Family Violence (TCFV) have cooperated to develop Battering Intervention and Prevention Project (BIPP) standards (also called guidelines) to meet the requirements for state funding.

Government Code - Standards & Procedures

Volume 4, Section 509.003

a) The division shall propose and the board shall adopt reasonable rules establishing:

1) minimum standards for programs, community corrections facilities and other facilities, equipment, and other aspects of the operation of departments; 2) a list and description of core services that should be provided by each department; 3) methods for measuring the success of community supervision and corrections programs, including methods for measuring rates of diversion, program completion, and recidivism; 4) a format for community justice plans; and

5) minimum standards for the operation of substance abuse facilities and programs funded through the division.

b) In establishing standards relating to the operation of departments, the division shall consider guidelines developed and presented by the advisory committee on community supervision and corrections department management to the judicial advisory council established under Section 493.003(b).

c) A substance abuse facility or program operating under the standards is not required to be licensed or otherwise approved by any other state or local agency.

d) The division shall develop a screening and evaluation procedure for use in accordance with section 76.017. The division shall determine if a single screening and evaluation procedure may be used in each program. If the division determines that a single procedure is not feasible, the division shall identify and approve procedures that may be used.

- [Guidelines for the Battering Intervention and Prevention Project \(BIPP\) HTML](#)
- [BIPP document](#) in pdf format in [CJAD Publications](#)

[\[Return to CJAD Home\]](#)

August 23, 2006

Contact	Organization	General Information	Employment	Employee Resources	Fugitive Watch	Texas Correctional Industries	Información en Español
-------------------------	------------------------------	-------------------------------------	----------------------------	------------------------------------	--------------------------------	---	--

AI-5824

16.D.1.

**Purchase of One (1) New Utility Tractor w/ Shredder
CC REGULAR**

Date: 10/09/2007

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Presentation for consideration, discussion and approval to correct the action taken by CC on 9-25-07 awarding the purchase of: One (1) New 5525 Utility Tractor to include accessories for (1) DBSD24-CM-17' boom/triple blade saw shredder to reflect John Deere Company (TASB/Buyboard Cooperative Purchasing Program's awarded vendor) and not Barbee Neuhauser Implement Company (local delivery dealer only) in an amount not to exceed \$65,276.30 which included fees, accessories detailed herein, and delivery. Req. # 118908.

BACKGROUND

As requested by Norma Ceballos Pct. #3.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1331-431-00-123-010-0-742

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Account has \$10,989.85 available for the pending requisition # 118908.

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-123-040-0-742

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Account has \$54,286.45 available for the pending requisition # 118908.

Attachments

Link: [John Deere](#)

[Quote](#)

Link: [Diamond](#)

[Mowers Quote](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1 Purchasing Department Marty Salazar 09/28/2007 01:21 PM

APRV

2	Budget & Management	Dina Trevino	09/28/2007 02:04 PM	APRV
3	Dale Kennan	Dale Kennan	09/28/2007 03:04 PM	APRV
4	Auditor's Office		09/28/2007 05:58 PM	NEW

Form Started By: Oscar Garza

Started On: 09/28/2007 08:52 AM

Final Approval Date: 09/28/2007



Please Fax order to 605-498-1222 or
 e-mail paul@diamondmowers.com

Diamond Order Sheet

Customer Address

Pct # 3

Ship To Address

Barbee neuhaus

 2000 E expy 83

 Weslaco Tx 78596

Customer PO # _____

Ship to phone no. _____

Quantity	Diamond Product	BUY BOARD PRICING
1	DBS024-C-M - 17' boom/ triple blade saw he	\$25,153.15
1	104 - Travel rest	\$3,071.35
4	501 - Cab cable controls	\$1,018.40
1	503 - Pump & grill guard	\$445.55
	Mounting	\$3,147.35
		\$0.00
		\$0.00
		<i>Total</i> \$32,835.80

Tractor Make and Model JD 5525
2wd or 4wd 2 wd
Front Tire Size 9.5 x 15
Rear Tire Size 16.9 x 30
Transmission _____
Factory Mount _____
Cab or Non Cab Cab

Rear Axles
Flanged xxxx
Rack & Pinion _____
Exhaust Style
Corner Post _____
Vertical xxx

Special Instructions:

Delivery Date 30 days

Customer Signature _____

Today's Date 9/13/2007

AI-5741

16.E.1.

Pct. 4-Work Authorization No 3-TEDSI-C-07-051-02-06

CC REGULAR

Date: 10/02/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #3 (with a proposed fee of \$ 2500.00) with TEDSI Infrastructure Group to provide engineering services to Hidalgo County Precinct No. 4 in connection with Contract No. C-07-051-02-06 for a Traffic Engineering Study at the intersection of Hoehn Road and 17.5 Road North of Edinburg, Texas.

BACKGROUND

Work Authorization No. 3

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1204-431-00-124-007-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$12,867.50 available balance as of 09/26/07.

Attachments

Link: Pct. 4-Work Authorization No 3-TEDSI-C-07-051-02-06

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/26/2007 02:16 PM	APRV
2	Budget & Management	Dina Trevino	09/26/2007 02:58 PM	APRV
3	Rey Salazar	Rey Salazar	09/26/2007 04:26 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 01:54 PM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:12 PM	APRV

Form Started By: Letty Saenz

Started On: 09/26/2007 09:24 AM

Final Approval Date: 09/28/2007

COUNTY of HIDALGO

OSCAR L. GARZA, JR.

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



COUNTY COMMISSIONER, PCT. No. 4

MEMO

DATE: SEPTEMBER 25, 2007
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA II. SAENZ
FROM: HIDALGO COUNTY PRECINCT #4 *[Signature]*
REF: WORK AUTHORIZATION #3
C# 07-051-02-06
ACCT.#: 7-1204-431-00-124-007-0-334

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING WORK AUTHORIZATION #3 IN THE AMOUNT OF \$2,500.00 FOR TEDSI INFRASTRUCTURE GROUP BE PLACED ON THE NEXT COMMISSIONERS' COURT AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES
ATTACHMENT: COPY OF WORK AUTHORIZATION #3

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-051-02-06
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.B. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **TEDSI Infrastructure Group** professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to perform a traffic-engineering study at the intersection of Hoehn Rd and 17.5 Road north of Edinburg, Texas.

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

PART 2. LUMP SUM COST

The estimated cost for services under this Work Authorization is **\$ 2,500.00** This amount is based upon the costs outlined in the Contract.

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 II, Item B and Article/Part/Section V of the Agreement.

PART 4. FUNDING

This Work Authorization No.3 shall be funded through funding source:

Account No. 7-1204-431-00-124-007-0-334

Requisition Number 11863 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Oscar L. Garza Jr. as to content and detail of this Work Authorization No. # 3.

HIDALGO COUNTY

COMMISSIONER PRECINCT NO. 4

BY: O. L. Garza, Jr.

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:
TEDSI INFRASTRUCTURE GROUP

THE OWNER:
HIDALGO COUNTY



By: Eric R. Dietrich, P.E., Project Manager

By: J.D. Salinas, County Judge

ATTEST:

By: Arturo Guajardo, Jr. - County Clerk

ATTACHMENT

ATTACHMENT "A" - Services to be Provided by the Engineer

ATTACHMENT "A"
SCOPE OF WORK
TRAFFIC ENGINEERING SERVICES
TRAFFIC SAFETY STUDY

In response to constituent concerns, Hidalgo County Precinct #4 requested a traffic safety study for the intersection of Hoehn Rd and 17.5 Road north of Edinburg, Texas. The scope of work and associated fees for proposed traffic engineering services are based on the following items:

- a. TEDSI will submit three original duplicate study reports for the study to Hidalgo County Pct #4 by October 31, 2007.
- b. TEDSI will collect all necessary traffic data to study this intersection.
- c. TEDSI will provide recommendations to enhance traffic operations and safety at this location.
- d. Hidalgo County will provide accident reports for the intersection.

MULTI-WAY STOP STUDY

TEDSI shall perform a multi-way stop study at this intersection in Hidalgo County Precinct NO 4. TEDSI will collect the necessary traffic data to perform the required analysis. The multi-way stop warrants as outlined in the 2006 TMUTCD will be utilized for this study. A traffic engineering study report will be prepared which includes a summary of the conditions at the intersection, multi-way stop warrant analysis results, recommendations, and project photographs.

Intersection to be studied:

1. Hoehn Rd @ Mile 17.5 Road north of Edinburg, Texas.

AI-5770
Computer Purchases
CC REGULAR

16.F.1.

Date: 10/02/2007
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Health & Human Services Dept.

Information

CAPTION

Requesting authority to purchase computer equipment and peripherals from State awarded vendors through our membership/participation with Texas Facilities Commission Cooperative Purchasing Program:

CDW GOVERNMENT, INC. (DIR Contract #SDD-223)
Requisition # 118594 for the total amount of \$6,251.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 71100444002400010665
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 71100444002400010745
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: [human services](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/27/2007 02:25 PM	APRV
2	Budget & Management		09/27/2007 02:25 PM	NEW
3	Auditor's Office		09/27/2007 02:25 PM	
4	Court Administrator		09/27/2007 02:25 PM	

Form Started By: Matilde Faz Started On: 09/26/2007 02:52 PM
Final Approval Date: 09/27/2007

Requisition

Req # 00118594

PO #

Date: 09/25/07

*Regular
\$5770
10/2/07*

Bill To: x
x

Vendor: 153915
CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

Ship To: HUMAN SERVICES
2401 N. MOOREFIELD RD.
MISSION TX 78572

Contact: M. Gonzalez
956-318-2011

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	846235 HP COLOR LASERJET 4700DTN PRINTER - Q7494A#ABA	2,183.00	2,183.00
9	EACH	951784 HP LASERJET 3055 AIO - Q653A#ABA	452.00	4,068.00
		Account No _____	Encumbrance	
		7-1100-444-00-240-001-0-665	4,068.00	
		7-1100-444-00-240-001-0-745	2,183.00	
			Freight	.00
			Total	6,251.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

*DIR
203*

Authorized By: _____



Attn:
Matey

800.581.4239

Quotes

Recent Quotes | Quote Details

Quote #

To forward this quote, click "Send quote to an associate." To convert this quote to an order, click "Add to Cart."

Quote Information

Send quote to an associate

Quote #: Q697457

Need Help?

Status: Open

Quote Date: 9/25/2007

Contact: RIGO HINOJOSA

Description: IHC PRINTERS



Contact
Jay Carlile
Phone: (866) 224-6448
Fax: (312) 705-9492
E-Mail quote to Jay

Billed From Address

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

Billing Address

RIGO HINOJOSA
RIGO HINOJOSA
ATTN: HIDALGO COUNTY - HEALTH DEPARTMENT
1304 S 25TH AVE
EDINBURG, TX 78539-7205

(956) 383-6221

Shipping Address

HIDALGO COUNTY HEALTH DEPT.
RIGO HINOJOSA
ATTN: RIGO HINOJOSA
1304 S. 25TH AVE.
EDINBURG, TX 78539

Payment Method

Select payment method during checkout.

Shipping Method

AIT Deferred

Product	Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
HP Color LaserJet 4700dtn Printer	State Of Tx Dir/ Hp Contract	846235	Q7494A#ABA	1	\$2,183.00	\$4,366.00 2183.00
HP LaserJet 3055 AIO	State Of Tx Dir/ Hp Contract	951784	Q6503A#ABA	9	\$452.00	\$4,068.00

As per Rigo: order only 1
9/25/07

Sub-Total \$8,434.00 (6251.00)
Shipping: \$0.00
Grand Total \$8,434.00 (6251.00)

*Tax may change if this quote is amended by your account manager.

ADD TO CART



800.581.4239

If content spans the full width of the page, you should print using landscape orientation.

Continue Shopping

Quote Details

Quote Number: **Q697457**
Quote Placed: **September 25, 2007**
Billed From: **CDW Government Inc., 230 N. Milwaukee Ave, Vernon Hills, IL - 60061 (800) 594-4239**

You will be sent an e-mail confirming this quote. Please print a copy of this page for your records.

Note:

Thank you for your online quote request. Prior to converting this quote to an order, please contact your account manager for configuration, pricing, and contract verification. Should you choose to convert this quote to an order without verification, you may be contacted by your account manager to confirm the details of your order.

Shipping Address

Hidalgo County Health Dept.
Attn: Rigo Hinojosa
1304 S. 25th Ave.
Edinburg, TX - 78539

Save as Default

Shipping Method

Carrier
AIT Deferred, 6-10 Days

Save as Default

Billing Address

1304 S 25th Ave
Edinburg, TX - 785397205

Save as Default

Save time on your next purchase with **Express Quote!**
Set shipping and billing preferences for faster quote creation.

Quote Reference

Quote Description:
IHC Printers

Cost Center Code:

Notes to Account Manager

Product Description



HP Color LaserJet 4700dtn Printer

CDW	Availability	Qty	Unit Price	Ext. Price
846235	In Stock	2	\$2,183.00	\$4,366.00



HP LaserJet 3055 AIO

951784	In Stock	9	\$452.00	\$4,068.00
--------	----------	---	----------	------------

Sub-total	\$8,434.00
Shipping	\$0.00
Sales Tax	\$0.00
Grand Total	\$8,434.00

[Continue Shopping](#)

Your Grand Total reflects your Billing Organization's Tax Exempt Status.

***Attention NEW FEDERAL CUSTOMERS:**

If tax appears on your order, it will be deleted when the order is processed. No tax will be charged.

AI-5784

16.F.2.

**Invoice No. 07095 for Javier Hinojosa
CC REGULAR**

Date: 10/02/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing
Department

Purchasing only: Health & Human Services
Dept.

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 07095 in the amount of \$17,136.00 submitted by contracted engineer, Javier Hinojosa Engineering with authority for County Auditor to issue payment (after review, audit, and processing procedures are completed) in connection with "Parking Lot Improvements" for Health & Human Services Department C-05271-09-06.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2004

ACCT. #: 7-1334-441-00-340-022-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance for PO #592228 \$22,848.00 as of 9-28-07 for Javier Hinojosa Engineering.

Attachments

Link: [Invoice 07095](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/27/2007 02:49 PM	APRV
2	Budget & Management	Dina Trevino	09/28/2007 10:19 AM	APRV
3	Ivan Cantu	Ivan Cantu	09/28/2007 11:14 AM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 02:24 PM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:13 PM	APRV
Form Started By: Rocio Villarreal			Started On: 09/26/2007 04:23 PM	
Final Approval Date: 09/28/2007				

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 07095

INVOICE

Customer	
Name: Hidalgo County Address: 100 E. Cano City: Edinburg State: Texas Zip: 78539 Attention: Mr. Eduardo Olivarez, Chief Administrative Officer Hidalgo County Health & Human Services Department	Date: September 25, 2007 Project Name: Work Authorization No. 1 Hidalgo County Health Department Parking Lot Improvements

Description
Contract No.C-05-271-09-08 Work Authorization No. 1 Engineering services rendered for completion of the construction plans and specifications and towards completion of construction staking for the Hidalgo County Health Department Parking Lot Improvements.

Contract Amount:	\$22,848.00
Amount To Date:	\$17,136.00
Amount Paid To Date:	\$0.00
Amount Due This Invoice:	\$17,136.00

Office Use Only

We Appreciate Your Business.

AI-5779

16.G.1.

Approval of Specifications for Solar Powered Lights for New Administration Bldg.

CC REGULAR

Date: 10/02/2007

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Information

CAPTION

Requesting approval of specifications for the installation of Solar Powered Lights at the New Administration Building to include but not limited to any other appurtenances as needed for Security lighting for proposed project referred to as Bid #07-345.

Note: Project previously authorized for advertisement by CC 8-14-07

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1301-415-00-120-007-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$78,004.49 available balance as of 09/28/07.

Attachments

Link: [solar powered lights](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/27/2007 02:47 PM	APRV
2	Budget & Management	Dina Trevino	09/27/2007 03:29 PM	APRV
3	Rey Salazar	Rey Salazar	09/28/2007 10:36 AM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 02:25 PM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:12 PM	APRV

Form Started By: Oscar Garza

Started On: 09/26/2007 03:45 PM

Final Approval Date: 09/28/2007

MEMORANDUM

To: Daniel Flores
Buildings and Grounds, Director
via fax: 318-2648
via: daniel.flores@co.hidalgo.tx.us

Attn: Javier Carreon
Buildings and Grounds Foreman
via: javier.carreon@co.hidalgo.tx.us

From: Sandra Montalvo *SM*
Purchasing Dept., Buyer

Date: September 26, 2007

Re: Bid No. 2007-345-00-00-SMA- Approval of Specifications for "SOLAR POWERED LIGHTS for Hidalgo County Building and Grounds (New Administration Building Parking Lots)"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE



DISAPPROVE



APPROVED WITH MODIFICATIONS



FUNDS AVAILABILITY: Yes / No / Other
(specify) 28,000

BUDGET

#:

7-1301-415-00-120-007-0-739

ACCOUNT

[Signature]
AUTHORIZED SIGNATURE

Daniel Flores
PRINTED NAME

9/26/07
DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: sandra.montalvo@co.hidalgo.tx.us by no later than WEDNESDAY, SEPTEMBER 26, 2007.

Enclosures

Exhibit “A”

Hidalgo County Building and Grounds “Solar Powered Lights” Bid No.:2007-345-00-00-SMA

Bid Specifications

Hidalgo County Building and Grounds is seeking to contract with a qualified vendor(s) to purchase and install “Solar Lights” for the New Hidalgo County Administration Building located at 2802 South Hwy 281 in Edinburg, Texas including, but not limited to, the following:

REQUIREMENTS, TERMS AND CONDITIONS

The following are the minimum requirements, term, and conditions that will be acceptable to the Hidalgo County Building and Grounds. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Building and Grounds.
2. Insurance requirements for this project to be maintained through out the contract term (Refer to requirements and limits on the Exhibit “C” form).
3. All bid prices for items shall take into consideration installation, shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.
4. **A Pre-Bid conference will be held at the Hidalgo County Purchasing Department located at 2802 South Hwy 281. Edinburg TX. on month date and year at 2: 00 P.M. It is strongly recommended that participating vendors attend.**

SCOPE OF WORK

The requirements goods contract will encompass all project-related labor and materials to purchase and install “Solar Lights” for the New Hidalgo County

Administration Building located at 2802 South Hwy 281 in Edinburg ,Texas including, but not limited to, the following:

1. Demolition and removal of Eleven (11) each concrete bases
2. Reinstallation of Nine (9) each concrete bases
3. Nine (9) each solar equipment lights with minimum of 3200 lumen
4. Nine (9) each steel galvanized poles with height of 20 feet
5. Three (3) each class five (5) wooden poles and solar equipment to include installation
6. Three (3) each solar lights with the minimum of 3200 lumen

SPECIFICATIONS FOR SOLAR LIGHTS

Model (**Equal or Better**): Pole five (5) each class wooden

Array: 80 watts pk of solar panel

Tilt: Panel's incline forty-five (45) degree south

Battery: One (1) each 12 volt gel cell battery

AH: 100 amperage HRS

Fixtures: One (1) fixture per system

Fixture: Shoebox cutoff

Lens: Forty-two (42) Shoebox cutoff

Lamps: One (1) lamp per fixture

Type: CCFL

Watts: Forty-two (42) watts per lamp

Runtime: Dusk activated timer 4/2 split

Arm: 4or 6 foot pole

Access: None

Powder C: Aluminum parts are not powder coated

Warranty: Minimum of five (5) years

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any all and questions, inquiries, and clarifications regarding this bid be addressed to, Martha L. Salazar CPPB Purchasing Agent, Hidalgo County Purchasing Department, 2802 Hwy 281, Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN, Wednesday, Month Day Year, 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00P.M., Month Day Year.

Exhibit "B"

**Hidalgo County Buildings and Grounds
"Solar Powered Lights"
Bid No.:2007-345-00-00-SMA**

Bid Page

"Solar Powered Lights" as requested, in the Specifications listed in Exhibit "A" of this document for the following, **FOB: Job Site**

New Hidalgo County Administration Building located at 2802 South Hwy 281 in Edinburg Texas
.....Bid Price at: \$ _____

Bidder/Company Name:
Address:
City/State/Zip Code:
Phone/Fax Numbers:
Authorized Signature:
Printed Name:
Title:
Date:

AI-5787
Job Order
CC REGULAR

16.G.2.

Date: 10/02/2007

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Requesting authorization to rescind approval of contract # C-07-230-07-24 with Jamail & Smith Construction for Job Order Contracting Services as developed as an additional resource for the Buildings & Grounds Department (Contract as yet not executed by vendor)

BACKGROUND

Letter from Vendor

Fiscal Impact

Attachments

Link: [Job Order Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/27/2007 03:12 PM	APRV
2	Budget & Management	Dina Trevino	09/28/2007 10:21 AM	APRV
3	Rey Salazar	Rey Salazar	09/28/2007 10:37 AM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 02:27 PM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:13 PM	APRV

Form Started By: Mary Maldonado Started On: 09/26/2007 04:31 PM

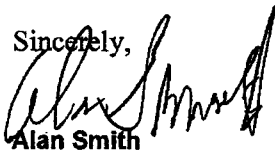
Final Approval Date: 09/28/2007

**JAMAIL
&SMITH**
CONSTRUCTION

Dear Clients,

Please be advised that Jamail and Smith Construction will be ceasing operations in the Rio Grande Valley as of November 1, 2007. Currently, we will not be taking on any new work. Jamail and Smith truly appreciates all the people and clients we have been able to work with and provide services for. Best wishes in all your future building projects. Once again, thank you.

Sincerely,



Alan Smith
Regional Manager

**JAMAIL
&SMITH**
CONSTRUCTION

1121 W. Van Buren
Harlingen, Texas 78550
956 425 4160 phone
956 425 4435 fax
956 463 7932 cell

AI-5757

16.G.3.

**Requesting approval of Roof Repairs to County owned Buildings
CC REGULAR**

Date: 10/02/2007

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Buildings &
Grounds

Information

CAPTION

Presentation of bids received for the purpose to award for "Roof Repairs and/or Renovations to the following County owned buildings" : Elections Department 105 So. 10th, Auxiliary Court Annex I 100 N. Closner and Sheriff's Building 413 N. 14th, to the sole bidder Adelco Enterprises from McAllen, Tx. for conventional roofing in the amount of \$108,376.00 meeting all specifications as presented on Bid # 07-205-206-207-09-12-OGG.

BACKGROUND

Please refer to attachments as recommended for approval by B&G Director Daniel Flores.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1336-412-00-220-036-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$194,000 available balance as of 09/28/07. (100 N CLOSNER-AUXILIARY COURT)

FISCAL YEAR: 2007

ACCT. #: 7-1336-414-00-220-035-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$178,000 available balance as of 09/28/07. (105 S. 10TH AVENUE-ELECTIONS)

FISCAL YEAR: 2007

ACCT. #: 7-1336-421-22-220-037-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$135,000 available as of 09/28/07. (413 N. 14TH AVENUE-SHERIFFS)

Attachments

Link: [Roof Renovations](#)

Link: [Roof Renovations](#)

Link: [Roof Renovations](#)

Link: [Roof Renovations](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/28/2007 02:22 PM	APRV
2	Budget & Management	Dina Trevino	09/28/2007 02:44 PM	APRV
3	Rey Salazar	Rey Salazar	09/28/2007 04:39 PM	APRV
4	Auditor's Office		09/28/2007 05:58 PM	NEW

Form Started By: Oscar Garza

Started On: 09/26/2007 01:40 PM

Final Approval Date: 09/28/2007

-(956)358-3228

FAX(956)683-7119

ADELCO Enterprises

P.O. Box 720684
McAllen, Texas 78504
Email-pitayasur@aol.com

September 18, 2007

Mr. Oscar Garza

Hidalgo County Purchasing Department

2802 S. Business Highway 281 – Administration Building

Edinburg, Texas 78539

Re: Roof Repairs & Renovations to Three (3) County owned Buildings

Dear Mr. Garza,

This letter is to confirm our meeting at your office today at 1:30 p.m. It was a pleasure meeting you and Mr. Daniel Flores.

Regarding the project at hand, my company is prepared to undertake this project based on the specifications provided by the county and indeed subject to Manufacturer's recommendations in order to provide their Ten (10) year warranty.

Please accept this letter as our commitment to enter into a future contract on the above referenced with Hidalgo County should it be accepted.

We look forward to working with you on a very successful project in the near future.

Thanking you for all your consideration and assistance on this matter, I remain

Sincerely,

Adolfo Vela
ADELCO Enterprises

Hidalgo County Purchasing Department

Bid Opening Sign In

Date: 9-12-07

Please Print Name	Company Name
1. Gabriel Garcia	B & G
2. Delia Vela	America Enisopais
3. DAVIDE ELAOS	Hidalgo County B & G
4. Norma Garcia	County Clerk
5. Alvaro Ramirez	NA
6. Est. Flor	Purchasing
7. Coleen Jones	Purchasing
8.	
9.	
10.	
11.	
12.	
13.	
14.	

Bid #	Description
1. 07-112-09-12 CGV	NO Bid.
2. 2007-205-09-12-066	Deferred Compensation + Voluntary Insurance
3. 2007-206-09-12-066	Roof Repairs
4. 2007-207-09-12-066	Roof Repairs
5. 2007-114-09-12	Pest Control
2007-114-09-12 SMA	Painting 0.1 Paint

**HIDALGO COUNTY PURCHASING DEPARTMENT
 BID TABULATION SHEET**

DEPARTMENT NAME: HIDALGO COUNTY-BUILDINGS & GROUNDS

BID OPENING DATE: SEPTEMBER 12, 2007

BID OPENING TIME: 9:30 A.M.

**DESCRIPTION OF BID: " Roof Repair and/or Renovations to County owned Building"
 (Located at 100 N. Closner Edinburg,Tx)**

BID NO: 2007-206-09-12-OGG

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE
#1	Adelco Enterprises	✓	TPC - 50,482.- Conventional - 45,752.-
#2			
#3			
#4			
#5			
#6			
#7			
#8			
#9			
#10			

**HIDALGO COUNTY PURCHASING DEPARTMENT
 BID TABULATION SHEET**

DEPARTMENT NAME: HIDALGO COUNTY-BUILDINGS & GROUNDS

BID OPENING DATE: SEPTEMBER 12, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: " Roof Repair and/or Renovations to County owned Building" (Located at 105 S. 10th Avenue Edinburg,Tx)"

BID NO: 2007-207-09-12-OGG

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE
#1	Adelco Enterprises	TPO - Conventional	24,612.- 22,344.-
#2			
#3			
#4			
#5			
#6			
#7			
#8			
#9			
#10			

**HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET**

DEPARTMENT NAME: HIDALGO COUNTY-BUILDINGS & GROUNDS

BID OPENING DATE: SEPTEMBER 12, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: " Roof Repair and/or Renovations to County Owned Building-(Located at 413 N. 14th Avenue Edinburg,Tx)"

BID NO: 2007-205-09-12-OGG

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE
#1	Adelco Enterprises	✓	TPO-44,080.- Comm. 40,280.-
#2			
#3			
#4			
#5			
#6			
#7			
#8			
#9			
#10			

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

IBF-RFP-RFQ-RFI

BID OPENING DATE: SEPTEMBER 12, 2007

BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: " Roof Repair and/or Renovations to County owned building located at 413 N. 14th Avenue Edinburg,Tx"

BID NO: 2007-205-09-12-OGG

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. RT LOPEZ ROOFING P.O. BOX 669 LA BLANCA, TX 78558	IP	<i>Roberto Lopez</i>	08/28/07	107 S 3rd Avenue Edinburg, Tx 78539 (956) 687-7663 FAX:
2. Celana Roofing Co. Inc. 2402 W. Trenton Rd. Edinburg, Tx. 78539	IP	<i>[Signature]</i>	08/28/07	2402 W. Trenton Rd. Edinburg, Tx. 78539 (956) 607-6913 FAX:
3. DODGE REPORTS 613 ABINGTON EL PASO, TX 79912	TR	<i>[Signature]</i>	08/28/07	613 ABINGTON EL PASO, TX 79912 1-800-741-2718 (Peggy) peggy_koehnmcgraw-hill.com
4. Herrera & Hunt, Inc. PO Box 166 Alamo, Tx 78516	IP	<i>A. Hunt</i>	8/29/07	
5. CROWN ROOFING SERVICES 905 W. BAKER ROAD BAYTOWN, TX. 77521	TR	<i>[Signature]</i>	8/30/07	^{SAME} Ph. 281-421-8424 FAX: 281-421-8684
6. ADBLCO ENTERPRISES P.O. Box 720684 McAllen, Tx 78504	IP	<i>[Signature]</i>	9.5.07	
7. Sean Andrew Gust. 496 W. Teft Hartinger, Tx. 78550	IP	<i>[Signature]</i>	9/10/07	Same 956.622.0184 FAX 956.412-1055
8.				
9.				
10.				

VIA:
N PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

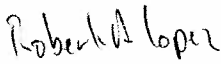
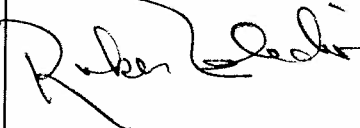

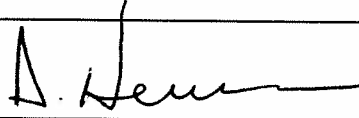



IBF-RFP-RFQ-RFI

BID OPENING DATE: SEPTEMBER 12, 2007

BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: " Roof Repair and/or Renovations to County owned building located at 100 N. Closser Edinburg,Tx"

BID NO: 2007-206-09-12-OGG

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. RT LOPEZ ROOFING P.O. BOX 669 LA BLANCA, TX 78558	IP		08/28/07	107 S 3rd Avenue Edinburg, Tx 78539 (956) 687-7663 FAX:
2. Celana Roofing Co. Inc. 2402 W. Trenton Rd. Edinburg, Tx. 78539	IP		08/28/07	2402 W. Trenton Rd. Edinburg, Tx. 78539 (956) 607-6913 FAX:
3. DODGE REPORTS 613 ABINGTON EL PASO, TX 79912	TR		08/28/07	613 ABINGTON EL PASO, TX 79912 1-800-741-2718 (Peggy) peggy_koehnmcgraw-hill.com
1. HERRERA & HUNT, INC. PO Box 166 Alamo, TX 78516	IP		8/29/07	
2. Crown Roofing Service 905 W. Archer Road Bartlett, TX 77531	TR		8/30/07	SAME 281-421-8424 FAX: 281-421-8684
3. ADELCO Enterprises P.O. Box 720684 McAllen, TX 78504	IP		9-5-07	
4. Sean Andray Const. 406 W. East Harrisburg, TX 78550	IP		9-10-07	956.622.0184 FAX 956.412.1855
5.				
6.				
7.				
8.				

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

IBF-RFP-RFQ-RFI

BID OPENING DATE: SEPTEMBER 12, 2007

BID OPENING TIME: 9:30 A.M.

**DEPARTMENT/BID DESCRIPTION: " Roof Repair and/or Renovations to County owned Building"
(Located at 105 S. 10th Avenue Edinburg,Tx)"**

BID NO: 2007-207-09-12-OGG

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA *	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. RT LOPEZ ROOFING P.O. BOX 669 LA BLANCA, TX 78558	IP	<i>Robert A. Lopez</i>	08/28/07	107 S 3rd Avenue Edinburg, Tx 78539 (956) 687-7663 FAX:
2. Celana Roofing Co. Inc. 2402 W. Trenton Rd. Edinburg, Tx. 78539	IP	<i>Robert Lopez</i>	08/28/07	2402 W. Trenton Rd. Edinburg, Tx. 78539 (956) 607-6913 FAX:
3. DODGE REPORTS 613 ABINGTON EL PASO, TX 79912	TR	<i>JD</i>	08/28/07	613 ABINGTON EL PASO, TX 79912 1-800-741-2718 (Peggy) peggy_koehnmcgraw-hill.com
4. HERRERA & HUNT, INC P.O. Box 166 Alamo, TX, 78516	IP	<i>A. Herrera</i>	08/28/07	
5. CROWN ROOFING SERVICE 905 W. Archer Road BAYTOWN, TX, 77521	TR	<i>JD</i>	8/30/07	<i>SAME</i> 281-421-8424 FAX 281-421-8684
6. ADELCO ENTERPRISES P.O. Box 720684 McAllen, TX, 78504	IP	<i>Adelco</i>	9-5-07	
7. Seem Andrew Const. 806 W. Taft Hartlingen, TX 78350	IP	<i>Andrew Seem</i>	9-10-07	956-622-0184 FAX 956-412-1055
8.				
9.				
10.				

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)

Daniel Flores

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]
Sent: Wednesday, September 19, 2007 9:18 AM
To: Daniel Flores
Subject: Request for approval to place on CC
Attachments: Bid Opening Sign in and Tab Sheet.pdf, Ltr to Oscar Garza Reroof County Bldgs.doc

Daniel, attached is the letter received from Adelco Enterprises in reference to the meeting held on Tuesday September 18, 2007. As per Mr. Vela he fills comfortable with his proposal and is prepared to provide the County with the necessary documentation to go forward with his proposal.

Please review the attached tabulation sheet and submit an approval an request to place before Commissioners Court for discussion consideration and approval.

APPROVE DISAPPROVE
 CONVENTIONAL
 TPO



Should you have any questions, please call me.

Thanks

Oscar Garza, Procurement Specialist
100 E. Cano
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
oscarg.garza@co.hidalgo.tx.us

9/26/2007

THE STATE OF TEXAS :
:
COUNTY OF HIDALGO :

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

THIS CONTRACT is made and entered into this ____ day of _____, **200** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for a _____ @ of _____ (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 locations at _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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

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

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons

connected with providing services under this Contract naming County as an additional insured (with the coverage's 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 _____, 200__.

Approved by Commissioners= Court on, _____ day of _____, 200__.

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: _____

By: _____
Printed Name: _____
Title: _____

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

By: _____

AI-5756

16.H.1.

**1 yr Service Extention
CC REGULAR**

Date: 10/02/2007

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Community Service Agency

Information

CAPTION

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with Sears Holding Corporation in connection with: "Repairs, Replacement and/or Retrofit of Refrigerator".

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available through CSA budget.

Attachments

Link: Sears Holding Corp

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/27/2007 01:40 PM	APRV
2	Budget & Management	Dina Trevino	09/27/2007 03:18 PM	APRV
3	Erika Reyna	Erika Reyna	09/27/2007 04:03 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 02:29 PM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:12 PM	APRV

Form Started By: Mary Maldonado Started On: 09/26/2007 01:40 PM

Final Approval Date: 09/28/2007

COUNTY OF HIDALGO
Community Service Agency

MEMORANDUM

TO: Marty Salazar, Purchasing
DATE: 9-26-07
FROM: Maribel Navarro-Saenz *MNS*
Executive Director
RE: Vendor Contract C-06-381-09-19
Sears Holding Corp.

Requesting to extend the contract effective 9/20/07 for one more year as afforded in the current contract.

Should you have any questions please advise me as soon as possible. Thank you for your continuous assistance.

Cc: Heating & Cooling File, TV

AI-5727
Standing Item
CC REGULAR

16.I.1.

Date: 10/02/2007

Submitted By: Nilda 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

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/26/2007 12:37 PM	APRV
2	Budget & Management	Dina Trevino	09/26/2007 03:24 PM	APRV
3	Rey Salazar	Rey Salazar	09/27/2007 09:36 AM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 11:17 AM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:12 PM	APRV

Form Started By: Nilda Cavazos

Started On: 09/25/2007 02:56
PM

Final Approval Date: 09/28/2007

AI-5759
BCAP PRECINCT NO 2
CC REGULAR

16.J.1.

Date: 10/02/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.2

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Application for Payment No 4 in the amount of \$69,557.57, from IOC Company, LLC, contracted vendor for Country Living Estates as submitted through project engineer R. Gutierrez Engineering, Inc. C-CAP-07-009-03-13

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-122-199-1-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$30,785.44 available balance as of 09/27/07. (7-1311-431-00-122-199-1-841)
\$29,130.06 available balance as of 09/27/07. (7-1311-431-00-122-199-1-733)
\$21,923.30 available on purchase order#585172
\$ 5,544.35 will be transferred in on consent agenda item#5718 into object code 841

Attachments

Link: [pymt 4](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/26/2007 03:47 PM	APRV
2	Budget & Management	Dina Trevino	09/26/2007 04:23 PM	APRV
3	Rey Salazar	Rey Salazar	09/27/2007 01:23 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 03:57 PM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 04:36 PM	APRV

Form Started By: Laura Moya
Started On: 09/26/2007 02:01 PM

Final Approval Date: 09/28/2007



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 2
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director (*signature on file*)

DATE: 14 September 2007

Subject: Request for Payment No.4 Country Living Estates CSJ: 2C1080199

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 25th September 2007.

Precinct 2 is requesting approval of Application for Payment No.4 for the above referenced Round II CAP Project in the amount of \$69,557.57. The contractor is IOC Company, LLC. The project is carried by R. Gutierrez Engineering, Inc.

Account Number: 7-1311-431-00-122-199-1-733 & 734

If you have any questions, please advice.

Thanks,

memo purchasing req auth paymt no 4 country living estates sep07

APPLICATION FOR PAYMENT NO. 4

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: IOC Company (CONTRACTOR)
 Contract: C-CAP-07-009-03-13
 Project: Country Living Estates No.1 Subdivision Paving Improvements
 OWNER's Contract No. C-CAP-07-009-03-13 ENGINEER's Project No ENG05.012C
 For Work accomplished through the date of: 8/30/2007

1. Original Contract Price:	\$ 265,110.71
2. Net change by Change Orders and Written Agreements (+ or -):	\$ (35,463.00)
3. Current Contract Price (1 plus 2):	\$ 229,657.71
4. Total completed and stored to date:	\$ 220,001.91
5. Retainage (per Agreement)	
<u>10</u> % of completed Work:	\$ 22,000.19
_____ % of stored material:	\$ _____
Total Retainage:	\$ 22,000.19
6. Total completed and stored to date less retainage (4 minus 5):	\$ 196,001.72
7. Less previous Application for Payments:	\$ (126,424.15)
8. Balance to Finish:	\$ 9,656.80
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ 89,577.57

Accompanying Documentation.

CONTRACTOR'S Certification

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 9/13/07

[Handwritten Signature] 9.19.07
OK

By *[Handwritten Signature]*
 IOC Company
 CONTRACTOR

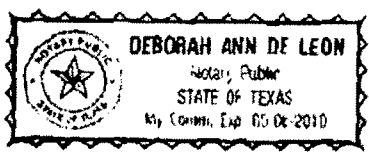
State of Texas

County of Hidalgo

Subscribed and sworn to before me this 13 day of September 2007

Deborah Ann De Leon
 Notary Public

My Commission expires: 5/6/2010



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9/13/07

R. GUTIERREZ ENGINEERING CORPORATION
 ENGINEER
 By *[Handwritten Signature]* P.F.

AI-5775
BCAP PRECINCT NO 2
CC REGULAR

16.J.2.

Date: 10/02/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.2

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of Road Runner #2 (BCAP Projects Round II) (project engineer: R. Gutierrez Engineering).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-122-620-733/734

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$287,253.12 available balance as of 09/27/07.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/26/2007 03:58 PM	APRV
2	Budget & Management	Dina Trevino	09/26/2007 04:14 PM	APRV
3	Rey Salazar	Rey Salazar	09/27/2007 08:46 AM	APRV
4	Auditor's Office		09/28/2007 05:58 PM	NEW

Form Started By: Laura Moya
Started On: 09/26/2007 03:32 PM

Final Approval Date: 09/28/2007

AI-5761
BCAP PRECINCT NO 3
CC REGULAR

16.K.1.

Date: 10/02/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.3

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Application for Payment No 3 in the amount of \$170,209.35, from J.M. Construction, contracted vendor for La Homa Road North Subdivision submitted by project engineer Javier Hinojosa Engineer. CAP-07-009-03-13.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1311-431-00-123-384-1-733/734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

\$ 65,628.00 available Purchase Order balance as of 09/27/07.
(7-1311-431-00-123-384-1-733)
\$ 175,847.50 available Purchase Order balance as of 09/27/07.
(7-1311-431-00-123-384-1-734)

Program indicated on the Memorandum should read program 384 as per BCAP Grants Accountant.

Attachments

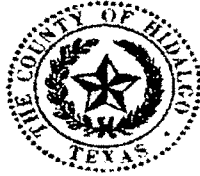
Link: [pymt 3](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/26/2007 03:47 PM	APRV
2	Budget & Management	Dina Trevino	09/26/2007 04:24 PM	APRV
3	Rey Salazar	Rey Salazar	09/27/2007 01:38 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 04:02 PM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 04:36 PM	APRV

Form Started By: Laura Moya Started On: 09/26/2007 02:03 PM

Final Approval Date: 09/28/2007




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
Rosanna Schettino, HCCAP Accountant
HCCAP County Wide Files

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

DATE: 24 September 2007

Subject: Request for Payment No.3 La Homa Road North Subdivision CSJ: 2C1080385

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 2nd October 2007.

Precinct 3 is requesting approval of Application for Payment No.3 for the above referenced Round II CAP Project in the amount of \$170,209.35. The contractor is J.M. Construction and the project is carried by Javier Hinojosa Engineering /Consultant Engineers.

Account number: 7-1311-431-00-123-385-1-733 & 734

If you have any questions, please advice.

Thanks,

memo purchasing reg agenda item req for paymt 3 la homa north sep07

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

September 19, 2007

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

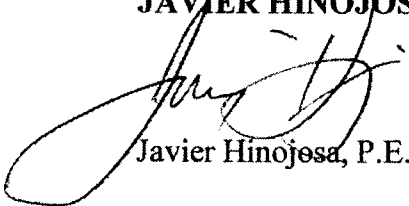
**Re: Colonia Access Program Bid No. CAP 07-009-03-07-LRM
(La Homa Road North Subdivision)**

Dear Commissioner Flores,

Attached please find Payment Request No. 3 for the referenced project as submitted by J.M. Construction. This invoice is for work performed through August 10, 2007. The work involved with this invoice consists of installation of culverts, barricading and preparing the street right of ways. We recommend payment of this invoice in the amount of \$170,209.35. A 10 % is being held within the invoice until final acceptance of the project. Also attached is the Contractor's Payroll Statements. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

RECEIVED
SEP 21 2007

416 E. Dove Avenue
McAllen, Texas 78504

Tel: (956) 668-1588

Fax: (956) 994-8102

APPLICATION FOR PAYMENT NO. 3

To: Hidalgo County (OWNER)

From: Juan Mendoza Corporation dba J.M. Construction (CONTRACTOR)

Contract: C-CAP-07-009-03-13

Project: Hidalgo County Precinct No. 3 - Border Colonia Access Program - La Homa Road North Subd.

OWNER'S Contract No. C-CAP-07-009-03-13

For Work Accomplished through the date of: August 31, 2007.

1. Original Contract Price:	<u>\$343,983.10</u>
2. Net Change by Change Orders and Written Amendments (+ or -):	<u>\$ 0.00</u>
3. Current Contract Price (1 and plus 2):	<u>\$343,983.10</u>
4. Total complete and stored to date:	<u>\$291,629.10</u>
5. Retainage (per Agreement):	
<u>10</u> % of completed Work:	<u>\$29,162.91</u>
_____ % of stored material:	<u>\$ _____</u>
Total Retainage:	<u>\$ 29,162.91</u>
6. Total complete and stored to date less retainage (4 minus 5):	<u>\$292,466.19</u>
7. Less previous Application for Payments:	<u>\$ 92,256.84</u>
8. DUE THIS APPLICATION (6 MINUS 7):	<u>\$170,209.35</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

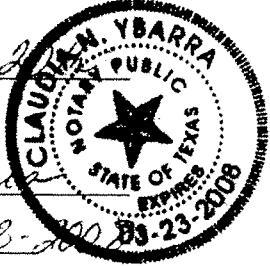
[Handwritten signature and date 9.14.07]

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 9/20/07

[Handwritten signature of Juan Mendoza]
By: Juan Mendoza, President
Juan Mendoza Corporation dba J.M. Construction

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 20
day of September, 2007



[Handwritten signature of Claudia M. Ybarra]
Notary Public
My Commission expires: 03-23-2008

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9/20/07

[Handwritten signature of Javier Hinojosa]
By: Javier Hinojosa, P.E.
JAVIER HINOJOSA ENGINEERING

AI-5758

16.L.1.

**Computer Purchases
CC REGULAR**

Date: 10/02/2007

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Auditor's Office

Information

CAPTION

A. Requesting authority to purchase computer equipment and peripherals from State awarded vendors through our membership/participation with the Cooperative Purchasing Network (TCPN): CDW GOVERNMENT INC. - TCPN-R4713 Requisition #117871 for the total amount of \$8,606.46.

B. Requesting authority to purchase computer equipment and peripherals from State awarded vendors through our membership/participation with Texas Facilities Commission Cooperative Purchasing Program, Department Of Information Resource (DIR) DELL MARKETING L. P. - DIR-SDD-192 Requisition #118602 for the total amount of \$15,019.88.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-21-170-001-0-664

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance in req # 117871 \$970.46 as of 9-26-07.

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-21-170-001-0-665

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance in req #117871 \$3,570.28 as of 9-26-07.

FISCAL YEAR: 2007

ACCT. #: 71100-415-21-170-001-0-667

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance in req #117871 \$533.37 as of 9-26-07.

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-21-170-001-0-743

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance in req #117871 \$1,766.05 as of 9-26-07.

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-21-170-001-0-745

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance in req #117871 \$1,766.30 as of 9-26-07.

Available Balance in req #118602 \$15,019.88.

Attachments

Link: Auditor's Comp.
Purchases

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/26/2007 03:44 PM	APRV
2	Budget & Management	Dina Trevino	09/26/2007 03:51 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/26/2007 04:14 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 11:16 AM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:12 PM	APRV

Form Started By: Matilde Faz

Started On: 09/26/2007 01:49 PM

Final Approval Date: 09/28/2007

**Requisition
COUNTY AUDITOR**

Req # 00117871

PO #

Date: 09/12/07

Bill To: x
x

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

*Regular
#5758
9/2/07*

Ship To: COUNTY AUDITOR
2802 SOUTH HIGHWAY 281
EDINBURG TX 78539

Contact: R. EUFRACIO
956-318-2511

Contract No:
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TXMAS - TEXAS MULTIPLE AWARDS & TCPN R4713 CONTRACTS		
1	EACH	#1188537 TOSHIBA 32LV67 32" REGZA LCDVD TV (MFG. PART #32LV67U) (TCPN CONTRACT #R4713) (QUOTE #: HKV1450)	890.16	890.16
1	EACH	#868535 PEERLESS SMARTMOUNT UNIVERSAL TILT (MFG. PART #ST640P) (TCPN CONTRACT #R4713) (QUOTE #: HKV1450)	80.30	80.30
1	EACH	#952878 MICROSOFT WINDOWS SERVER 2003 R2 STANDARD EDITION - LICENSE (MFG. PART #P73-01833) (TXMAS - TEXAS MULTIPLE AWARDS) (QUOTE #: HKS1718)	492.22	492.22
1	EACH	#483303 MICROSOFT WINDOWS SERVER 2003 DEVICE CAL - LICENSES (MFG. PART #R18 - 00041) (TXMAS - TEXAS MULTIPLE AWARDS) (QUOTE #: HKS1718)	19.73	19.73
1	EACH	#926683 MICROSOFT WINDOWS SERVER 2003 R2 STANDARD X32 AND X64 EDITION - MEDIA (MFG. PART #P73 - 01780) (TCPN CONTRACT #R4713) (QUOTE #: HKS1718)	21.42	21.42
1	EACH	#1175076 INFOCUS WORK BIG IN36 XGA PROJECTOR (MFG. PART #IN36) (TCPN CONTRACT #R4713) (QUOTE #: HKS5132)	1,260.99	1,260.99
1	EACH	#1264967 INFOCUS LITESHOW II - WIRELESS VIDEO / AUDIO EXTENDER (MFG. PART #INLITESHOW2) (TCPN CONTRACT #R4713) (QUOTE #: HKS5132)	241.89	241.89
1	EACH	#818767 INFOCUS SP - CEIL - UNIV (MFG. PART #SP - CEIL - UNIV) (TCPN CONTRACT #R4713) (QUOTE #: HKS5132)	156.74	156.74
1	EACH	#648774 INFOCUS SP - LTMT - PLTB (MFG. PART #SP - LTMT - PLTB) (TCPN CONTRACT R4713) (QUOTE #: HKS5132)	106.43	106.43
1	EACH	#1006743 HP PROLIANT DL140 (MFG. PART #417756 - 001) (TXMAS - TEXAS MULTIPLE AWARDS) (QUOTE #: HKS1718)	1,471.75	1,471.75
1	EACH	#751998 HP HARD DRIVE - 80 GB - SATA - 150 (MFG. PART #383410-B21) (TXMAS - TEXAS MULTIPLE AWARDS) (QUOTE #: HKS1718)	97.85	97.85
1	EACH	#1000419 HP MEMORY - 1 GB (2 X 512 MB) - FB - DIMM - DDR II (MFG. PART #397409 - B21) (TXMAS - TEXAS MULTIPLE AWARDS) (QUOTE #: HKS1718)	196.70	196.70
41	EACH	#899311 - APC BACK UPS ES 650 (MFG. PART #BE650R) (TCPN CONTRACT #R4713) (QUOTE #: HNS7649)	87.08	3,570.28
		Account No	Encumbrance	
		7-1100-415-21-170-001-0-664	970.46	
		7-1100-415-21-170-001-0-665	3,570.28	
		7-1100-415-21-170-001-0-667	533.37	
		7-1100-415-21-170-001-0-743	1,766.05	
		7-1100-415-21-170-001-0-745	1,766.30	

*Regular
TCPN*

Authorized By: _____

Requisition
COUNTY AUDITOR

Req # 00117871

PO #

Date: 09/12/07

Bill To: x
x

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

Ship To: COUNTY AUDITOR
2802 SOUTH HIGHWAY 281
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	Freight	.00
			Total	8,606.46

Authorized By: _____



Reg # 917871

800.581.4239

Quotes

Recent Quotes

Quote Details

Quote #

To forward this quote, click "Send quote to an associate." To convert this quote to an order, click "Add to Cart."

Quote Information

Send quote to an associate

Quote #: HNS7649

Status: Open

Quote Date: 9/25/2007

Contact: ABEL MARTINEZ

Description: APC UPS QUOTE

Need Help?



Contact
Jay Carlile
Phone: (866) 224-6448
Fax: (312) 705-9492
E-Mail [quote to Jay](#)

Billed From Address

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

Billing Address

ABEL MARTINEZ
ABEL MARTINEZ
ATTN: HIDALGO COUNTY/AUDITORS OFFICE

100 E CANO ST FL 3
EDINBURG , TX 78539-4582

(956) 318-2511

Shipping Address

HIDALGO COUNTY/AUDITORS OFFICE

ATTN: ABEL MARTINEZ
100 E CANO ST FL 3
EDINBURG , TX 78539-4582

Payment Method

Select payment method during checkout.

Shipping Method

UPS Deferred Ground 3 - 5 Day Service

Product	Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
APC Back-UPS ES 650	Tcpn Contract #r4713	899311	BE650R	41	\$87.08	\$3,570.28

Sub-Total \$3,570.28

Shipping: \$0.00

Grand Total \$3,570.28

} 665

*Tax may change if this quote is amended by your account manager.

ADD TO CART



Req.
117871

800.581.4239

Quotes

Recent Quotes | Quote Details

Quote # Find

To forward this quote, click "Send quote to an associate." To convert this quote to an order, click "Add to Cart."

Quote Information

Send quote to an associate

Quote #: HKV1450

Status: Open

Quote Date: 9/11/2007

Contact: ABEL MARTINEZ

Description: LCD W DVD QUOTE

Need Help?



Contact
Jay Carlile
Phone: (866) 224-6448
Fax: (312) 705-9492
E-Mail [quote_to_jay](mailto:quote_to_jay@cdw.com)

Billed From Address

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

Billing Address

ABEL MARTINEZ
ABEL MARTINEZ
ATTN: HIDALGO COUNTY/AUDITORS OFFICE

100 E CANO ST FL 3
EDINBURG , TX 78539-4582

(956) 318-2511

Shipping Address

HIDALGO COUNTY/AUDITORS OFFICE

ATTN: ABEL MARTINEZ
100 E CANO ST FL 3
EDINBURG , TX 78539-4582

Payment Method

Select payment method during checkout.

Shipping Method

Eagle Deferred

Product	Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
Toshiba 32LV67 32" REGZA LCDVD TV	Tcpn Contract #r4713	1188537	32LV67U	1	\$890.16	\$890.16
Peerless SmartMount Universal Tilt	Tcpn Contract #r4713	868535	ST640P	1	\$80.30	\$80.30

Sub-Total \$970.46
 Shipping: \$0.00
Grand Total \$970.46 ✓

*Tax may change if this quote is amended by your account manager.

ADD TO CART



*Ref
117871*

800.581.4239

Quotes

Recent Quotes

Quote Details

Quote #



To forward this quote, click "Send quote to an associate." To convert this quote to an order, click "Add to Cart."

Quote Information

Send quote to an associate

Quote #: HKS1718

Status: Open

Quote Date: 9/10/2007

Contact: ABEL MARTINEZ

Description: DL140 QUOTE

Need Help?



Contact
Jay Carlile
Phone: (866) 224-6448
Fax: (312) 705-9492
E-Mail quote to Jay

Billed From Address

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

Billing Address

ABEL MARTINEZ
ABEL MARTINEZ
ATTN: HIDALGO COUNTY/AUDITORS OFFICE

100 E CANO ST FL 3
EDINBURG , TX 78539-4582

(956) 318-2511

Shipping Address

HIDALGO COUNTY/AUDITORS OFFICE

ATTN: ABEL MARTINEZ
100 E CANO ST FL 3
EDINBURG , TX 78539-4582

Payment Method

Select payment method during checkout.

Shipping Method

UPS Deferred Ground 3 - 5 Day Service

Product	Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
HP ProLiant DL140	Txmas- Texas Multiple Awards	1006743	417756-001	1	\$1,471.75	\$1,471.75
HP hard drive - 80 GB - SATA-150	Txmas- Texas Multiple Awards	751998	383410-B21	1	\$97.75	\$97.75
HP memory - 1 GB (2 x 512 MB) - FB-DIMM - DDR II	Txmas- Texas Multiple Awards	1000419	397409-B21	1	\$196.70	\$196.70
Microsoft Windows Server 2003 R2 Standard Edition - license	Txmas- Texas Multiple Awards	952878	P73-01833	1	\$492.22	\$492.22
Microsoft Windows Server 2003 Device CAL - license	Txmas- Texas Multiple Awards	483303	R18-00041	1	\$19.73	\$19.73
Microsoft Windows Server 2003 R2 Standard x32 and x64 Edition - media	Tcnpn Contract #r4713	926683	P73-01780	1	\$21.42	\$21.42

745
667

Sub-Total \$2,299.57
Shipping: \$0.00
Grand Total \$2,299.57

*Tax may change if this quote is amended by your account manager.





*Rep
117871*

800.581.4239

Quotes

[Recent Quotes](#) | [Quote Details](#)

Quote #

To forward this quote, click "Send quote to an associate." To convert this quote to an order, click "Add to Cart."

Quote Information

[Send quote to an associate](#)

Quote #: HKS5132

Status: Open

Quote Date: 9/10/2007

Contact: ABEL MARTINEZ

Description: INFOCUS QUOTE

Need Help?



Contact
Jay Carlile
Phone: (866) 224-6448
Fax: (312) 705-9492
E-Mail quote to Jay

Billed From Address

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

Billing Address

ABEL MARTINEZ
ABEL MARTINEZ
ATTN: HIDALGO COUNTY/AUDITORS OFFICE

100 E CANO ST FL 3
EDINBURG , TX 78539-4582

(956) 318-2511

Shipping Address

HIDALGO COUNTY/AUDITORS OFFICE

ATTN: ABEL MARTINEZ
100 E CANO ST FL 3
EDINBURG , TX 78539-4582

Payment Method

Select payment method during checkout.

Shipping Method

UPS Deferred Ground 3 - 5 Day Service

Product	Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
InFocus Work Big IN36 XGA Projector	Tcpn Contract #r4713	1175076	IN36	1	\$1,260.99	\$1,260.99
InFocus LiteShow II - wireless video/audio extender	Tcpn Contract #r4713	1264967	INLITESHOW2	1	\$241.89	\$241.89
InFocus SP-CEIL-UNIV	Tcpn Contract #r4713	818767	SP-CEIL-UNIV	1	\$156.74	\$156.74
InFocus SP-LTMT-PLTB	Tcpn Contract #r4713	648774	SP-LTMT-PLTB	1	\$106.43	\$106.43

743

Sub-Total \$1,766.05

Shipping: \$0.00

Grand Total \$1,766.05

*Tax may change if this quote is amended by your account manager.



**Requisition
COUNTY AUDITOR**

Req # 00118602

PO #

Date: 09/25/07

Bill To: x
x

*Regular
5758
10/2/07*

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

Ship To: COUNTY AUDITOR
2802 SOUTH HIGHWAY 281
EDINBURG TX 78539

Contact: R. EUFRACIO
956-318-2511

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CUSTOMER #: 8937178; CONTRACT #: 9913578;		
4	EACH	#223-0594 - OptiPlex 755 Minitower, Core 2 Duo E4400/2.0GHz, 2M, 800FSB, w / #420-6712 - Microsoft Office Professional for Latitude, PlitPlex, Precision (QUOTE #: 387792243)	1,011.62	4,046.48
6	EACH	#222-3857 - Dell Precision 690 Mini-Tower Dual Core Xeon Proc 5120 1.86GHz, 4MB L2 Cache 1066MHz w / #410-1099 - Adobe 8.1 Software, English, Dell OptiPlex Precision and Latitude (QUOTE #: 387817960)	1,828.90	10,973.40
		Account No	Encumbrance	
		7-1100-415-21-170-001-0-745	15,019.88	
			Freight	.00
			Total	15,019.88
		CUSTOMER AGREEMENT #: DIR-SDD-192		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
			<i>Regular DIR</i>	

Authorized By: _____



QUOTATION

QUOTE #: 387792243
 Customer #: 8937178
 Contract #: 9913578
 Customer Agreement #: DIR-SDD-192

Ref # 1186002

Date: 9/21/07 2:21:10 PM

Customer Name: COUNTY OF HIDALGO

TOTAL QUOTE AMOUNT:	\$4,046.48		
Product Subtotal:	\$4,046.48		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 4	SYSTEM PRICE: \$1,011.62	GROUP TOTAL: \$4,046.48
Base Unit:	OptiPlex 755 Minitower,Core 2 Duo E4400/2.0GHz,2M,800FSB (223-0594)		
Processor:	NTFS File System,Factory Install (420-3699)		
Memory:	1.0GB,Non-ECC,667MHz DDR2 1x1GB,OptiPlex 755 (311-7347)		
Keyboard:	Dell USB Keyboard,No Hot Keys English,Black,Optiplex (310-8010)		
Monitor:	No Monitor Selected, OptiPlex (320-3704)		
Video Card:	Integrated Video,GMA3100,Dell OptiPlex 755 (320-5642)		
Hard Drive:	80GB SATA 3.0Gb/s and 8MB DataBurst Cache,Dell OptiPlex 755 (341-5472)		
Floppy Disk Drive:	3.5 inch,1.44MB,Floppy Drive Dell OptiPlex 740 and 755 (341-4005)		
Operating System:	Windows XP Professional Service Pack 2,with Media,DellOptiPlex,English,Factory Install (420-6287)		
Mouse:	Dell USB 2-Button Entry Mouse with Scroll,Black,OptiPlex (310-8008)		
TBU:	iAMT Advanced Hardware EnabledSystems Management, Dell OptiPlex (310-9494)		
CD-ROM or DVD-ROM Drive:	48X CD-ROM,SATA,Dell OptiPlex 755 Desktop or Minitower (313-5419)		
Speakers:	Internal Chassis Speaker Option,Dell OptiPlex Minitower (313-3350)		
Documentation Diskette:	Resource CD contains Diagnostics and Drivers for Dell OptiPlex 755 (310-9380)		
Factory Installed Software:	Energy Smart Settings,Dell OptiPlex 755 (310-9504)		
Service:	GOLD TECH Support,OPTI,2YR EXT (REL), Dial 1-800-876-3355 for Support (987-1258)		
Service:	GOLD TECH Support,OPTI,INIT (REL), Dial 1-800-876-3355 for Support (987-1247)		
Service:	GTS,Personal Systems,TechnicalSupport Letter (465-5281)		
Service:	Dell Hardware Warranty Plus Onsite Service, Extended Year (987-9238)		
Service:	Contract -Next BusinessDay Parts and Labor On-Site Response, 2YR Extended (983-1152)		
Service:	Dell Hardware Warranty Plus Onsite Service, inital Year (987-9237)		
Service:	Contract -Next BusinessDay Parts and Labor On-Site Response, Initial Year (983-6790)		
Service:	PUB, OptiPlex 3YR Info (983-6648)		
Installation:	Standard On-Site Installation Declined (900-9987)		
Installation:	On-Site Installation Declined (900-9997)		
Misc:	Execute Disable Bit for Microsoft Windows XPSP2 set toOFF,Dell OptiPlex (463-7780)		
Misc:	Shipping Material for System Smith Minitower,Dell OptiPlex (310-9330)		
	Microsoft Office Professional for Latitude, OptiPlex, Precision (420-6712) *		

SALES REP:	Alex Moring	PHONE:	800-981-3355
Email Address:	alex_moring@dell.com	Phone Ext:	7242794

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

Unless you have a separate agreement with Dell, the terms and conditions found at <http://ftpbox.us.dell.com/slg/resellers/resellertcs.htm> shall govern the sale and resale of the Products and Services referenced in this quotation.

Prices and tax rates are valid in the U.S. only and are subject to change.

*****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. *****

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee



QUOTATION

QUOTE #: 387817960

Customer #: 8937178

Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 9/21/07

Customer Name: COUNTY OF HIDALGO

Date: 9/21/07 3:36:32 PM

Per # 118602

TOTAL QUOTE AMOUNT:	\$10,973.40		
Product Subtotal:	\$10,973.40		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 6	SYSTEM PRICE: \$1,828.90	GROUP TOTAL: \$10,973.40
Base Unit:	Dell Precision 690 Mini-Tower Dual Core Xeon Proc 5120 1.86GHz, 4MB L2 Cache 1066MHz (222-3857)		
Memory:	2GB, DDR2 ECC SDRAM Memory 667MHz, 2X1GB, Dell Precision 490/690, Factory Install (311-6400)		
Keyboard:	Entry Level, USB, No Hot Keys keyboards, Dell Precision Workstations (310-7949)		
Monitor:	Monitor Option-None (320-3316)		
Video Card:	ATI FireGL V3400, 128MB, dual VGA or dual DVI or DVI+VGA Graphic Card, Dell Precision X90 (320-4762)		
Hard Drive:	160GB SATA 3.0Gb/s, 7200RPM Hard Drive with 8MB DataBurst Cache, Dell Precision 690 (341-3730)		
Hard Drive Controller:	C1- All SATA Hard Drives Non- RAID for 1 to 2 Hard Drives, Dell Precision 690 (341-3378)		
Floppy Disk Drive:	NO FLOPPY DRIVE, Dell Precision 490/690, Factory Install (341-3414)		
Operating System:	WINDOWS XP PRO SP2, with MediaDell Precision, English Factory Install (420-4860)		
Operating System:	Thank you for choosing Dell (310-8617)		
Mouse:	Dell USB 2-Button Entry Mouse with Scroll for Dell Precision (310-7959)		
CD-ROM or DVD-ROM Drive:	48X/32X CD-RW/DVD Combo Drive with Cyberlink Power DVD Dell Precision 490/690 (313-4295)		
Speakers:	No Speaker option (313-2663)		
Documentation Diskette:	No Resource CD for Dell Optiplex, Precision and Latitude Systems (313-3673)		
Bundled Software:	Software, Adobe Acrobat, 8.1 English, Dell OptiPlex Precision and Latitude (410-1099) <input checked="" type="checkbox"/>		
Bundled Software:	Microsoft Office Professional for Latitude, OptiPlex, Precision (420-6712)		
Controller Option:	SATA/SAS integrated controller for Connecting Internal Hard Drives, Dell Precision 690 (341-3435)		
Service:	PUB, Precision 3YR Info (983-6658)		
Service:	Dell Hardware Warranty Plus Onsite Service, Initial Year (984-2917)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (970-6650)		
Service:	Dell Hardware Warranty Plus Onsite Service, Extended Year (984-2918)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (970-1072)		
Service:	GOLD TECH Support, FIXEDWS, INIT (REL), Dial 1-800-876-3355 for Support (987-1308)		
Service:	GOLD TECH Support, FIXEDWS, 2YR EXT (REL), Dial 1-800-876-3355 for Support (987-1139)		
Installation:	Standard On-Site Installation Declined (900-9987)		

SALES REP:	Alex Moring	PHONE:	800-981-3355
Email Address:	alex_moring@dell.com	Phone Ext:	7242794

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

Unless you have a separate agreement with Dell, the terms and conditions found at <http://ftpbox.us.dell.com/slg/resellers/resellertcs.htm> shall govern the sale and resale of the Products and Services referenced in this quotation.

Prices and tax rates are valid in the U.S. only and are subject to change.

****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. ****

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

AI-5833

16.M.1.

**Ratification of Purchase
CC REGULAR**

Date: 10/02/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Information

CAPTION

Requesting ratification of purchase of equipment through our membership/participation with NaCo's U.S. Communities Purchasing Program with Hagemeyer North America, Inc. the following items with P. O. #s 592344 & 45:

- 1) night quest night vision goggles in the amount of \$3,485.72;
- 2) (8 each) @ \$340.00 police binoculars in the amount of \$2,720.00;
- 3) (8 each) @ \$151.00 flat liner visor led red/blue with velcro straps in the amount of \$1,208.00

Note: Purchase orders were issued 9-28-07 in order to expend grant funding prior to fiscal year end.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 1284-421-00-280-037-7-748 & 664

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/28/2007 05:45 PM	APRV
2	Budget & Management		09/28/2007 05:58 PM	NEW
Form Started By: Marty Salazar			Started On: 09/28/2007 05:25 PM	
Final Approval Date: 09/28/2007				

AI-5832

17.A.

**requesting exemption from ad valorem taxation
CC REGULAR**

Date: 10/02/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Submitted For: Ray Tanis, Mcallen Elks Lodge

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of Resolution granting Tax Exemption of Ad Valorem Taxes for Charitable Organizations as per Section 11.184 of the Texas Tax Code

BACKGROUND

Attached find the exemption document approved on March 13, 2007 for other lodges. Comptroller of Public Accounts, exemption is required following the end of the fifth year of exemption.) see attached

Mr. Armando Barrera has copies of all documentation.

By: Monica Badillo

Fiscal Impact

Attachments

Link: [request](#)

Form Routing/Status

Form Started By: Monica Badillo Started On: 09/28/2007 05:01
PM

Final Approval Date: 09/28/2007

SOUTH DISTRICT #8760

McAllen Elks Lodge #1402

Exemplar Order of Elks of the United States of America

3500 Jordan Road

McAllen, Texas 78503

956-686-3902

mcallenelk1402@aol.com

James E. Stucky II Exalted Ruler

Richard E. Dohner Secretary

September 26, 2007

I am requesting at this time a Tax Exemption 501 (C) - 3 for McAllen Elks Lodge #1402 located at 3500 Jordan Road, McAllen Texas 78503.

Sincerely
Ray Tanis
Trustee Chairman

S U S A N
C O M B S

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
PO BOX 1578 • AUSTIN, TX 78711-0578



July 25, 2007

McAllen Lodge #1402
3500 Jordan Rd.
Mc Allen, TX 78503

Dear McAllen Lodge #1402,

As you may know, the Texas Legislature allowed local taxing jurisdictions to give property tax relief to qualifying charitable organizations, as defined in Chapter 11.18, Property Tax Code. After reviewing your application, we have determined that your organization is primarily engaged in charitable activities, based on your classification as a 501(c) organization with the Internal Revenue Service.

Accordingly, I am pleased to issue this property tax determination letter.

You will apply locally, with your county appraisal district, for property tax exemption. Include a copy of this determination letter with your application.

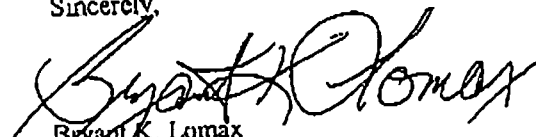
Be aware that an organization may be qualified, but receive no benefit from the exemption because either it owns no property, or the appraisal district determines that the property is not used exclusively for qualifying charitable activities.

Not all taxing jurisdictions offer this property tax exemption. The actual amount of your tax relief is dependent upon local taxing authorities and your county appraisal district.

A new determination letter, and reapplication for the exemption, is required following the end of the fifth year of exemption.

If you have any questions about your exemption, email us at tax.help@cpa.state.tx.us, or call toll free (800) 531-5441 and ask for the exempt organizations section.

Sincerely,


Bryant K. Lomax
Manager, Tax Policy Division

Form 50-301 (2-07)

McAllen Elks Lodge # 1402 Donations 6-21-06 to 6-29-07

Ray

Date	Identity	Amount of Donation	Check #	Comments:
6/21/2005	Amercianism 368.11	\$250.00	1601	Purchased Amercian flags for schools.
6/21/2005	Community Activities 368.00	\$500.00	1602	Helped several Families with Rent, Gro. & Utilities.
6/21/2005	Hoop Shoot 368.04	\$150.00	1603	Sponsored youth Hoop Shoot tournament.
6/21/2005	Youth Activities	\$350.00	1605	Sponsored youth Activities.(eg. Outings,swimmingt etc.)
6/21/2005	Schlorships	\$553.00	1606	Elks are # 2 in Natrion, Texas Elks # 1 in Nation.
6/21/2005	Veterans Services	\$1,372.00	1608	Helped to defray motel cost & fule to VA Hosp in SanAntonio
9/9/2005	Schlorships	\$2,000.00	1628	Elks are # 2 in Natrion, Texas Elks # 1 in Nation.
9/30/2005	Community Activities 368.00	\$30.00	1631	Helped several Families with Rent, Gro. & Utilities.
9/30/2005	V.A. Nursing Home	\$471.00	1633	Purchased a new Television - They had none for Vets.
9/30/2005	Scout Troop.	\$500.00	1634	They needed money for uniforms.
9/30/2005	Palmview Library	\$500.00	1635	Helps the library staff buy supplies for needy children.
12/12/2005	Ortho Brand Scholarship	\$911.00	1646	Scholarships for needy colage students, in this area.
3/31/2006	McAllen Edu. Foundation	\$1,512.00	1659	Helps local school Teachers, to buy needed supplies
3/31/2006	Friends of McAllen Library	\$1,000.00	1660	Helps the library staff buy supplies for needy children.
6/22/2006	Community Activities 368.00	\$2,000.00	1663	Helped several Families with Rent, Gro. & Utilities.
6/22/2006	Friends of McAllen Library	\$500.00	1664	Helps the library staff buy supplies for needy children.
8/25/2006	Community Activities 368.00	\$4,000.00	1676	Helped several Families with Rent, Gro. & Utilities.
9/27/2006	Community Activities 368.00	\$500.00	1681	Helped several Families with Rent, Gro. & Utilities.
11/30/2006	Hoop Shoot	\$300.00	1697	Sponsored youth Hoop Shoot tournamet.
11/30/2006	Community Activities 368.00	\$250.00	1698	Helped several Families with Rent, Gro. & Utilities.
1/1/2007	Soccer Shoot	\$2,000.00	1699	Sponsored Soccer Shoot Ternimat
2/15/2007	University of Tx @ Pan Am	\$250.00	1712	Towards a Schlorship
3/23/2007	Community Activities 368.00	\$1,700.00	1719	Various community Needs.
3/30/2007	Youth Activities	\$2,317.00	1722	Sponsored youth Activities.(eg. Outings,swimmingt etc.)
6/14/2007	Ronald McDonald House	\$1,000.00	1737	Helps with food & Lodging of Cancer Pt's. families.
6/29/2007	Tx. Elks Children Serv.Inc.	\$1,050.00	1739	Help to provide, wheel chairs, braces etc. to children.
6/29/2007	McA Fire Fight.Local 2602	\$1,000.00	1740	Help Fire Victims.
6/29/2007	Tx. Elks Children Serv.Inc.	\$500.00	1743	Help to provide, wheel chairs, braces etc. to children.
	Total	\$27,466.00		There are other minor donations not figured in here.
	Amercianism 368.11	\$250.00		
	Community Activities 368.00	\$8,980.00		
	Friends of McAllen Library	\$1,500.00		
	Hoop Shoot	\$450.00		
	McAllen Edu. Foundation	\$1,512.00		
	McA Fire Fight.Local 2602	\$1,000.00		
	Ortho Brand Scholarship	\$911.00		
	Palmview Library	\$500.00		
	Ronald McDonald House	\$1,000.00		
	Soccer Shoot	\$2,000.00		
	Schlorships	\$2,553.00		2005 \$ 7,587.00
	Scout Troop.	\$500.00		2006 \$ 10,062.00
	Tx. Elks Children Serv.Inc.	\$1,550.00		2007 \$ 9,817.00
	University of Tx @ Pan Am	\$250.00		\$27,466.00
	Veterans Services	\$1,372.00		
	V.A. Nursing Home	\$471.00		Yearly average = \$ 9,155.33
	Youth Activities	\$2,667.00		
	Total	\$27,466.00		There are other minor donations not figured in here.

EXEMPTION OF CERTAIN PROPERTY OWNED BY CHARITABLE
ORGANIZATIONS FROM AD VALOREM TAXATION

WHEREAS, Section 11.184 of the Texas Tax Code authorizes counties to exempt from ad valorem taxation certain real property, buildings, and tangible personal property owned by qualified charitable organizations; and

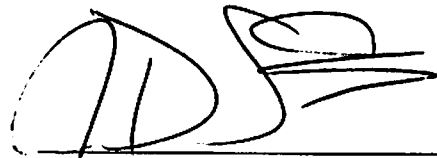
WHEREAS, that before a charitable organization may submit an application for an exemption under Section 11.184, the charitable organization must apply to the Texas Comptroller of Public Accounts for a determination of whether the charitable organization is a qualified charitable organization and therefore eligible for an exemption under Section 11.184; and

WHEREAS, the chief appraiser may determine that certain property in the county that is owned by qualified charitable organizations is primarily used for charitable purposes; and

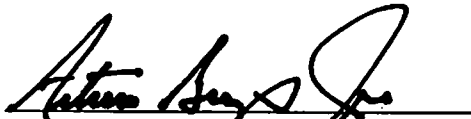
WHEREAS, the Hidalgo County Commissioners' Court finds that it is in the best interest of the County and its citizens to exempt from taxation certain property owned by qualified charitable organizations.

NOW, THEREFORE, it is ordered that effective April 16th, 2007, Hidalgo County exempts from taxation property owned by qualified charitable organizations that the chief appraiser determines is used primarily for charitable purposes pursuant to the terms of Section 11.184 of the Texas Tax Code.

APPROVED on this the 13th of March, 2007.



Juan D. Salinas, III, County Judge


Arturo Guajardo, Jr., County Clerk

AI-5709

17.B.

**Certification of WC Claims paid by Tristar Risk Management
CC REGULAR**

Date: 10/02/2007

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 \$ 37,097.74 for the period of 08/16-31/07 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: [Certification of WC
Claims paid by Tristar](#)

Link: [Invoice & Breakdown
by Organization](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/21/2007 05:05 PM	APRV
2	Veronica Lopez	Veronica Lopez	09/24/2007 08:45 AM	APRV
3	Purchasing Department	Marty Salazar	09/26/2007 12:37 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 11:13 AM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:11 PM	APRV

Form Started By: Flora Vazquez
Started On: 09/21/2007 01:51 PM

Final Approval Date: 09/28/2007

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: August 16-31, 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 \$ 37,097.74.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 317235-317392) on behalf of injured employees from 08/16/2007 to 08/31/2007:

- | | | |
|-----|-------------------------------------|---------------------|
| 1). | Hidalgo County | \$ <u>25,858.67</u> |
| 2). | Hidalgo County Headstart Program | \$ <u>11,239.07</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 \$ 37,097.74

Budget Office/Workers' Comp. Division is requesting approval of this payment on the Commissioners' Court Agenda of October 2, 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) \$ 232,902.26

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

Custom Payment Total

Hidalgo County WC Losses Paid 8/16/07 to 8/31/07

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:										66	11,239.07
Alternate Organization 1 : Hidalgo County											
Alternate Organization 1 Total:										246	25,858.67
Grand Total:										312	37,097.74

HIDALGO COUNTY
 WORKERS' COMP.
 2007 SEP 10 PM 4 12

**Tristar Risk Management No.2
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 68-0165539**

August 31, 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: 14870

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billing for losses paid 8/16/07 to 8/31/07 are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st. (Check# 317235-317392) 37,097.74

TOTAL CURRENT CHARGES **\$ 37,097.74**

Previous Balance Due \$238,779.49

Payments and Credits

08/17/07 Payment received - thank you 67,774.67CR

Total Payments and Credits \$ 67,774.67CR

Total Balance Due \$208,102.56

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6682

INVOICE RECEIVED BY:
BE on 9-10-07
GOODS/SERVICES RECEIVED BY:
Hidalgo County on 9-10-07

AI-5798
457 Plan hardship request
CC REGULAR

17.C.

Date: 10/02/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval to authorize withdrawal of 457 Plan for employee #120669 and employee #044024 due to hardship

BACKGROUND

Fiscal Impact

Attachments

Link: [request](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/27/2007 10:26 AM	APRV
2	Ivan Cantu	Ivan Cantu	09/27/2007 10:28 AM	APRV
3	Purchasing Department	Marty Salazar	09/27/2007 03:16 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 11:14 AM	APRV
5	Court Administrator (Originator)	Monica Badillo	09/28/2007 03:14 PM	APRV

Form Started By: Monica Badillo
Started On: 09/26/2007 05:25 PM

Final Approval Date: 09/28/2007

**SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION**

Please print or type.
Plan Name

457 Plan

employee # 120669

Participant Name

Daniel Vega

Address

[Redacted] Edinburg, TX. 78539

Social Security No.

[Redacted] Daytime Phone No. (956) 318-2460

SECTION I - Hardship Withdrawal Request

I understand that a withdrawal of salary deferrals and any other available contribution source dollars will be considered due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than a withdrawal of salary deferrals and any other available contribution sources, due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal and the maximum salary deferrals for next calendar year shall be reduced by the amount of your salary deferrals for this calendar year.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

- Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- Purchase (excluding mortgage payments) of my principal residence.
- Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- The need to prevent eviction from or mortgage foreclosure on my personal residence.

Hardship Requested \$ 2500 Year-to-date deferrals _____

I hereby request a withdrawal of salary deferrals and any other contribution sources that are available for hardship withdrawal. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election.

Participant Signature X 

Date 9-26-07

SECTION II - Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

Authorized Plan Representative X _____

Date _____

SECTION III - Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- If distribution is over \$5,000.00. Please have Spousal Consent form filled out and notarized.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-5697

17.D.

Health Insurance Claims for 09/04/07 thru 09/10/07 & 09/11/07 thru 09/17/07

CC REGULAR

Date: 10/02/2007

Submitted By: Anna Galvan, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Health Insurance Division:

1. Discussion, consideration and approval to transfer \$ 544,864.55 to the Hidalgo County Insurance claims bank account for Health Insurance claims for the periods:

September 04, 2007 thru September 10, 2007	\$ 283,091.57
September 11, 2007 thru September 17, 2007	\$ 261,772.98
Total:	\$ 544,864.55

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: [Health Claims 09-04 thru 09-10-2007](#)

Link: [Health Claims 09-11 thru 09-17-2007](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/28/2007 11:28 AM	APRV
2	Andres Castro	Andres Castro	09/28/2007 11:43 AM	APRV
3	Purchasing Department	Marty Salazar	09/28/2007 12:44 PM	APRV
4	Auditor's Office	Linda Fong	09/28/2007 03:42 PM	APRV
5	Court Administrator	Monica Badillo	09/28/2007 03:43 PM	APRV

Form Started By: Anna Galvan

Started On: 09/20/2007 04:04 PM

Final Approval Date: 09/28/2007

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/04/2007 through 09/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	R000184Z	\$0.00	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	R0001877	\$0.00	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70035146	-\$115.00	2/24/2007	9/5/2007	9/5/2007 Stopped
00000000000010008578	GUSIP970A	70044599	-\$10.64	8/20/2007	9/6/2007	9/6/2007 Cancelled
00000000000010008578	GUSIP970A	70045275	\$97.36	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045276	\$117.29	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045277	\$9.60	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045278	\$38.06	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045279	\$59.05	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045280	\$47.84	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045281	\$37.50	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045282	\$127.70	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045283	\$207.31	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045284	\$121.60	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045285	\$174.12	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045286	\$38,099.45	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045287	\$52.14	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045288	\$56.39	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045289	\$59.18	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045290	\$229.20	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045291	\$1,266.93	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045292	\$178.96	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045293	\$13.02	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045294	\$2,762.02	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045295	\$108.08	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045296	\$197.00	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045297	\$396.30	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045298	\$133.73	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045299	\$425.19	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045300	\$84.15	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045301	\$20.77	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045302	\$36.05	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045303	\$39.18	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045304	\$100.00	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045305	\$116.19	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045306	\$435.90	9/1/2007	9/4/2007	9/4/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/04/2007 through 09/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045307	\$172.78	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045308	\$85.91	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045309	\$154.60	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045310	\$65.30	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045311	\$86.77	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045312	\$81.02	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045313	\$33.00	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045314	\$198.90	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045315	\$7.01	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045316	\$407.49	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045317	\$119.25	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045318	\$31.99	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045319	\$60.08	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045320	\$1,328.27	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045321	\$87.81	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045322	\$2,424.60	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045323	\$51.36	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045324	\$471.97	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045325	\$24.40	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045326	\$71.57	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045327	\$816.00	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045328	\$98.18	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045329	\$505.04	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045330	\$108.52	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045331	\$403.73	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045332	\$1,123.10	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045333	\$10.13	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045334	\$39.17	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045335	\$319.99	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045336	\$41.94	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045337	\$23,409.14	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045338	\$2,733.88	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045339	\$35.00	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045340	\$95.80	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045341	\$21.40	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045342	\$47.84	9/1/2007	9/4/2007	9/4/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/04/2007 through 09/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045343	\$159.09	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045344	\$1,048.80	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045345	\$1,846.58	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045346	\$129.07	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045347	\$116.81	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045348	\$45.00	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045349	\$754.75	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045350	\$55.36	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045351	\$289.55	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045352	\$58.42	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045353	\$99.55	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045354	\$20.34	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045355	\$194.18	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045356	\$26.50	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045357	\$821.60	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045358	\$31.14	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045359	\$59.01	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045360	\$124.62	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045361	\$116.14	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045362	\$14.70	9/1/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045363	\$28,213.37	9/2/2007	9/4/2007	9/4/2007 Issued
00000000000010008578	GUSIP970A	70045364	\$1,297.25	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045365	\$79.49	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045366	\$135.15	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045367	\$2.01	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045368	\$4,119.60	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045369	\$44.30	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045370	\$234.00	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045371	\$125.03	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045372	\$48.20	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045373	\$94.64	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045374	\$47.84	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045375	\$284.66	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045376	\$336.43	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045377	\$14.12	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045378	\$1,891.62	9/4/2007	9/5/2007	9/5/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/04/2007 through 09/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045379	\$78.54	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045380	\$268.80	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045381	\$2,684.67	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045382	\$965.07	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045383	\$96.59	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045384	\$34.30	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045385	\$538.80	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045386	\$18.00	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045387	\$62.07	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045388	\$104.46	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045389	\$20.00	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045390	\$135.88	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045391	\$84.65	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045392	\$22.75	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045393	\$142.80	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045394	\$1,265.35	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045395	\$280.00	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045396	\$11.40	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045397	\$5,221.57	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045398	\$47.84	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045399	\$164.69	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045400	\$4.64	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045401	\$147.97	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045402	\$281.03	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045403	\$258.66	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045404	\$55.54	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045405	\$15.17	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045406	\$9.37	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045407	\$250.87	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045408	\$228.40	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045409	\$95.44	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045410	\$122.19	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045411	\$3,350.91	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045412	\$5,492.47	9/4/2007	9/5/2007	9/5/2007 Issued
00000000000010008578	GUSIP970A	70045413	\$91.85	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045414	\$11.60	9/5/2007	9/6/2007	9/6/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/04/2007 through 09/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045415	\$134.81	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045416	\$40.26	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045417	\$64.04	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045418	\$106.62	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045419	\$130.58	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045420	\$100.68	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045421	\$123.03	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045422	\$36.25	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045423	\$262.31	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045424	\$69.36	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045425	\$35.39	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045426	\$24.71	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045427	\$47.84	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045428	\$95.74	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045429	\$4.96	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045430	\$6,074.04	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045431	\$582.00	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045432	\$10,429.27	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045433	\$2,768.12	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045434	\$135.15	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045435	\$753.99	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045436	\$34.30	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045437	\$88.17	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045438	\$48.38	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045439	\$10.64	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045440	\$64.65	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045441	\$117.74	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045442	\$486.35	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045443	\$115.75	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045444	\$248.45	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045445	\$86.71	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045446	\$425.69	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045447	\$154.35	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045448	\$168.28	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045449	\$191.18	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045450	\$68.00	9/5/2007	9/6/2007	9/6/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/04/2007 through 09/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045451	\$115.78	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045452	\$596.57	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045453	\$37.35	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045454	\$155.94	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045455	\$36.99	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045456	\$5,267.84	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045457	\$11.21	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045458	\$415.17	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045459	\$127.50	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045460	\$89.64	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045461	\$13.00	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045462	\$249.07	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045463	\$125.27	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045464	\$1,038.82	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045465	\$121.50	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045466	\$136.50	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045467	\$538.42	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045468	\$65.94	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045469	\$53.60	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045470	\$253.00	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045471	\$68.11	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045472	\$80.59	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045473	\$315.96	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045474	\$41.22	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045475	\$108.93	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045476	\$40.00	9/5/2007	9/6/2007	9/6/2007 Issued
00000000000010008578	GUSIP970A	70045477	\$123.50	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045478	\$102.64	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045479	\$421.08	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045480	\$18.00	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045481	\$80.51	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045482	\$192.38	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045483	\$166.55	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045484	\$184.76	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045485	\$152.55	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045486	\$75.00	9/6/2007	9/7/2007	9/7/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/04/2007 through 09/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045487	\$11.49	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045488	\$1,025.10	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045489	\$71.56	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045490	\$711.70	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045491	\$273.77	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045492	\$2,182.18	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045493	\$1,481.46	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045494	\$321.42	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045495	\$168.54	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045496	\$38.80	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045497	\$2,333.59	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045498	\$39.50	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045499	\$31.99	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045500	\$7,290.49	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045501	\$2,549.99	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045502	\$413.46	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045503	\$854.69	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045504	\$79.54	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045505	\$701.31	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045506	\$1,418.27	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045507	\$202.68	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045508	\$128.80	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045509	\$10.00	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045510	\$296.55	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045511	\$14.96	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045512	\$34.30	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045513	\$48.11	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045514	\$745.47	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045515	\$113.57	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045516	\$179.81	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045517	\$15.82	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045518	\$216.79	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045519	\$137.58	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045520	\$785.52	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045521	\$26.90	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045522	\$76.39	9/6/2007	9/7/2007	9/7/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/04/2007 through 09/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045523	\$157.50	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045524	\$26.50	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045525	\$140.22	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045526	\$141.56	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045527	\$178.43	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045528	\$105.00	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045529	\$5.00	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045530	\$40.00	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045531	\$4,204.43	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045532	\$51.90	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045533	\$255.51	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045534	\$160.82	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045535	\$77.12	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045536	\$95.68	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045537	\$87.79	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045538	\$449.23	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045539	\$201.01	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045540	\$1,040.60	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045541	\$876.80	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045542	\$154.23	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045543	\$138.26	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045544	\$96.34	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045545	\$4.18	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045546	\$68.06	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045547	\$34.18	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045548	\$14,802.03	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045549	\$38.32	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045550	\$229.09	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045551	\$242.29	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045552	\$47.84	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045553	\$1.00	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045554	\$557.87	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045555	\$65.68	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045556	\$100.83	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045557	\$13.00	9/6/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	70045558	\$628.76	9/6/2007	9/7/2007	9/7/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/04/2007 through 09/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045559	\$115.00	9/7/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045560	\$221.48	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045561	\$5,204.34	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045562	\$39.18	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045563	\$38.06	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045564	\$370.70	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045565	\$57.68	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045566	\$1,040.50	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045567	\$1,270.13	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045568	\$97.79	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045569	\$34.18	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045570	\$300.00	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045571	\$987.72	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045572	\$100.00	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045573	\$174.60	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045574	\$1,071.00	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045575	\$38.57	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045576	\$46.57	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045577	\$70.07	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045578	\$135.84	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045579	\$861.59	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045580	\$34.30	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045581	\$125.90	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045582	\$142.06	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045583	\$469.30	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045584	\$81.77	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045585	\$345.89	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045586	\$297.01	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045587	\$459.52	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045588	\$233.42	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045589	\$61.96	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045590	\$31.99	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045591	\$93.17	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045592	\$153.78	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045593	\$126.88	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045594	\$74.84	9/8/2007	9/10/2007	9/10/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/04/2007 through 09/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045595	\$130.59	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045596	\$88.12	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045597	\$40.60	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045598	\$228.62	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045599	\$1,605.14	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045600	\$164.29	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045601	\$37.67	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045602	\$197.20	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045603	\$878.54	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045604	\$68.24	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045605	\$1,175.90	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045606	\$19.83	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045607	\$130.59	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045608	\$195.40	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045609	\$1,532.74	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045610	\$105.79	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045611	\$52.02	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045612	\$80.43	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045613	\$52.84	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045614	\$5.00	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045615	\$30.00	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045616	\$20.00	9/8/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	70045617	\$26,040.68	9/9/2007	9/10/2007	9/10/2007 Issued
00000000000010008578	GUSIP970A	79900426	\$790.24	9/7/2007	9/7/2007	9/7/2007 Issued
00000000000010008578	GUSIP970A	79900427	\$778.65	9/10/2007	9/10/2007	9/10/2007 Issued
Total			\$283,091.57			

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/11/2007 through 09/17/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	R00018DP	\$0.00	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	R000187T	\$0.00	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	R000189D	\$0.00	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70029003	-\$18.00	10/17/2006	9/14/2007	9/14/2007 Stopped
00000000000010008578	GUSIP970A	70031949	-\$6.48	12/14/2006	9/14/2007	9/14/2007 Stopped
00000000000010008578	GUSIP970A	70032160	-\$45.00	12/20/2006	9/14/2007	9/14/2007 Stopped
00000000000010008578	GUSIP970A	70045618	\$193.54	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045619	\$95.53	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045620	\$202.98	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045621	\$10.00	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045622	\$20.24	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045623	\$69.73	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045624	\$118.38	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045625	\$124.62	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045626	\$67.39	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045627	\$39.30	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045628	\$90.00	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045629	\$131.31	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045630	\$85.62	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045631	\$454.62	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045632	\$29.33	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045633	\$98.90	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045634	\$48.16	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045635	\$267.13	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045636	\$72.24	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045637	\$300.30	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045638	\$11.21	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045639	\$18.00	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045640	\$530.86	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045641	\$351.86	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045642	\$50.00	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045643	\$39.18	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045644	\$619.25	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045645	\$150.42	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045646	\$6,277.97	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045647	\$821.04	9/10/2007	9/11/2007	9/11/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/11/2007 through 09/17/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045648	\$25.75	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045649	\$161.12	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045650	\$124.54	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045651	\$112.27	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045652	\$74.00	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045653	\$65.00	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045654	\$14.02	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045655	\$113.57	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045656	\$74.00	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045657	\$266.38	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045658	\$70.00	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045659	\$135.71	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045660	\$169.58	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045661	\$165.83	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045662	\$152.46	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045663	\$157.53	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045664	\$25.89	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045665	\$13.00	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045666	\$50.74	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045667	\$385.11	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045668	\$15.00	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045669	\$5,354.36	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045670	\$15,961.23	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045671	\$0.47	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045672	\$227.75	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045673	\$45.00	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045674	\$139.55	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045675	\$342.50	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045676	\$85.62	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045677	\$59.96	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045678	\$26.39	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045679	\$21.79	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045680	\$69.25	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045681	\$19.40	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045682	\$100.81	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045683	\$86.05	9/10/2007	9/11/2007	9/11/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/11/2007 through 09/17/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045684	\$88.18	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045685	\$110.00	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045686	\$88.38	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045687	\$34.33	9/10/2007	9/11/2007	9/11/2007 Issued
00000000000010008578	GUSIP970A	70045688	\$64.22	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045689	\$462.95	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045690	\$25.25	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045691	\$98.75	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045692	\$140.00	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045693	\$85.62	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045694	\$14.80	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045695	\$11,622.00	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045696	\$174.09	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045697	\$151.50	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045698	\$150.43	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045699	\$1,200.00	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045700	\$57.45	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045701	\$48.00	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045702	\$581.36	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045703	\$2,540.27	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045704	\$319.90	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045705	\$9,496.09	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045706	\$58.88	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045707	\$16,872.15	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045708	\$53.59	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045709	\$90.53	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045710	\$114.69	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045711	\$2,215.29	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045712	\$902.59	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045713	\$13.00	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045714	\$500.00	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045715	\$123.18	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045716	\$224.26	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045717	\$181.81	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045718	\$65.00	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045719	\$89.00	9/11/2007	9/12/2007	9/12/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/11/2007 through 09/17/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045720	\$3,811.96	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045721	\$69.15	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045722	\$40.93	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045723	\$624.57	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045724	\$63.17	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045725	\$110.62	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045726	\$40.18	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045727	\$1,088.86	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045728	\$117.33	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045729	\$1,278.92	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045730	\$34.18	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045731	\$38.19	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045732	\$52.84	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045733	\$169.04	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045734	\$4,025.00	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045735	\$52.42	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045736	\$95.16	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045737	\$97.61	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045738	\$182.79	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045739	\$92.45	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045740	\$1,550.50	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045741	\$200.00	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045742	\$247.28	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045743	\$307.08	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045744	\$71.90	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045745	\$22.50	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045746	\$322.30	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045747	\$126.57	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045748	\$52.00	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045749	\$99.85	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045750	\$168.20	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045751	\$84.93	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045752	\$103.03	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045753	\$69.30	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045754	\$13.00	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045755	\$2,191.50	9/11/2007	9/12/2007	9/12/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/11/2007 through 09/17/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045756	\$341.05	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045757	\$219.51	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045758	\$121.40	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045759	\$181.44	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045760	\$149.54	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045761	\$3.73	9/11/2007	9/12/2007	9/12/2007 Issued
00000000000010008578	GUSIP970A	70045762	\$237.00	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045763	\$223.88	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045764	\$59.05	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045765	\$62.99	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045766	\$677.66	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045767	\$127.64	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045768	\$255.49	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045769	\$52.00	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045770	\$880.51	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045771	\$69.16	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045772	\$34.18	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045773	\$65.22	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045774	\$203.99	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045775	\$91.84	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045776	\$25.00	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045777	\$20.00	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045778	\$20.14	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045779	\$127.28	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045780	\$35.81	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045781	\$425.66	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045782	\$6,314.07	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045783	\$3,734.80	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045784	\$86.64	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045785	\$10.92	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045786	\$111.01	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045787	\$116.46	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045788	\$77.07	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045789	\$87.79	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045790	\$62.00	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045791	\$249.70	9/12/2007	9/13/2007	9/13/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/11/2007 through 09/17/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045792	\$12,267.93	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045793	\$80.87	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045794	\$51.92	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045795	\$165.89	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045796	\$181.86	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045797	\$2,354.40	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045798	\$84.95	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045799	\$339.00	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045800	\$56.94	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045801	\$111.07	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045802	\$32.09	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045803	\$25.00	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045804	\$3,148.11	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045805	\$89.37	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045806	\$26.60	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045807	\$3,774.15	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045808	\$149.46	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045809	\$2.01	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045810	\$107.17	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045811	\$75.01	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045812	\$379.70	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045813	\$95.05	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045814	\$155.08	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045815	\$34.18	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045816	\$36.99	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045817	\$761.37	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045818	\$2.89	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045819	\$47.84	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045820	\$502.95	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045821	\$124.00	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045822	\$89.08	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045823	\$36.59	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045824	\$833.07	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045825	\$112.89	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045826	\$34.30	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045827	\$45.21	9/12/2007	9/13/2007	9/13/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/11/2007 through 09/17/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045828	\$187.31	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045829	\$70.65	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045830	\$655.85	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045831	\$47.84	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045832	\$38.80	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045833	\$452.47	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045834	\$116.37	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045835	\$96.71	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045836	\$176.85	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045837	\$7.75	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045838	\$582.00	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045839	\$38.48	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045840	\$545.83	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045841	\$35.00	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045842	\$381.82	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045843	\$44.36	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045844	\$206.08	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045845	\$443.51	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045846	\$130.17	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045847	\$1,092.50	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045848	\$2,020.50	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045849	\$86.50	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045850	\$175.17	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045851	\$33.99	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045852	\$56.20	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045853	\$136.50	9/12/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	70045854	\$2,471.40	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045855	\$222.33	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045856	\$208.70	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045857	\$56.20	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045858	\$142.28	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045859	\$189.94	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045860	\$1,420.33	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045861	\$4,352.27	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045862	\$2,072.70	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045863	\$138.90	9/13/2007	9/14/2007	9/14/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/11/2007 through 09/17/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045864	\$71.05	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045865	\$241.04	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045866	\$238.97	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045867	\$111.04	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045868	\$175.00	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045869	\$25.00	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045870	\$57.08	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045871	\$153.42	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045872	\$64.05	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045873	\$124.46	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045874	\$981.35	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045875	\$1,954.80	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045876	\$30.73	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045877	\$2,147.24	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045878	\$900.38	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045879	\$131.84	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045880	\$296.86	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045881	\$1,232.30	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045882	\$122.66	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045883	\$187.02	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045884	\$199.32	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045885	\$7,768.94	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045886	\$74.35	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045887	\$796.42	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045888	\$39.18	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045889	\$105.57	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045890	\$2.47	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045891	\$147.84	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045892	\$36.00	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045893	\$131.77	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045894	\$42.36	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045895	\$224.53	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045896	\$34.18	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045897	\$66.74	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045898	\$77.46	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045899	\$131.82	9/13/2007	9/14/2007	9/14/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/11/2007 through 09/17/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045900	\$62.48	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045901	\$76.89	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045902	\$92.40	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045903	\$52.84	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045904	\$130.95	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045905	\$61.38	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045906	\$42.00	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045907	\$219.63	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045908	\$577.50	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045909	\$59.62	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045910	\$162.78	9/13/2007	9/14/2007	9/14/2007 Issued
00000000000010008578	GUSIP970A	70045911	\$35.39	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045912	\$13.71	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045913	\$261.08	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045914	\$257.00	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045915	\$259.50	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045916	\$48.00	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045917	\$313.55	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045918	\$306.19	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045919	\$297.60	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045920	\$35.39	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045921	\$1,381.74	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045922	\$117.47	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045923	\$51.70	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045924	\$20.77	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045925	\$590.10	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045926	\$1,414.58	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045927	\$74.69	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045928	\$12.15	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045929	\$2.01	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045930	\$47.84	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045931	\$91.13	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045932	\$82.22	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045933	\$311.41	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045934	\$656.04	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045935	\$330.62	9/15/2007	9/17/2007	9/17/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/11/2007 through 09/17/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045936	\$94.67	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045937	\$300.00	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045938	\$40.19	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045939	\$888.28	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045940	\$133.24	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045941	\$39.09	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045942	\$374.57	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045943	\$232.75	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045944	\$1,131.48	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045945	\$113.72	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045946	\$347.28	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045947	\$0.30	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045948	\$182.19	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045949	\$260.35	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045950	\$63.18	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045951	\$1,024.09	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045952	\$59.09	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045953	\$128.85	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045954	\$108.68	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045955	\$256.34	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045956	\$74.16	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045957	\$44.36	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045958	\$277.16	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045959	\$34.18	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045960	\$110.97	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045961	\$535.31	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045962	\$603.95	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045963	\$1,754.36	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045964	\$72.56	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045965	\$29.09	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045966	\$100.48	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045967	\$52.84	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045968	\$143.19	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045969	\$75.28	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045970	\$2.01	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045971	\$647.60	9/15/2007	9/17/2007	9/17/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 09/11/2007 through 09/17/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70045972	\$14.70	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045973	\$72.72	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045974	\$498.49	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045975	\$90.81	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045976	\$299.84	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045977	\$1,263.25	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045978	\$55.80	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045979	\$87.01	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045980	\$216.41	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045981	\$25.00	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045982	\$25.00	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045983	\$5.00	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045984	\$75.00	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045985	\$285.43	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045986	\$333.20	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045987	\$1,053.65	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045988	\$3,399.97	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045989	\$720.00	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045990	\$261.80	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045991	\$54.67	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045992	\$805.60	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045993	\$19.40	9/15/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	70045994	\$35,582.48	9/16/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	79900428	\$67.53	9/13/2007	9/13/2007	9/13/2007 Issued
00000000000010008578	GUSIP970A	79900429	\$13,992.01	9/17/2007	9/17/2007	9/17/2007 Issued
00000000000010008578	GUSIP970A	79900430	\$341.79	9/17/2007	9/17/2007	9/17/2007 Issued
Total			\$261,772.98			

Link: Auditor's backup (DO NOT DUPLICATE INTERFUND TRANSFER)

Link: 2007 Interfund from Contingency (1100) to Cap Outlay (1301)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/27/2007 03:55 PM	APRV
2	Budget & Management	Dina Trevino	09/28/2007 11:19 AM	APRV
3	Dale Kennan	Dale Kennan	09/28/2007 02:38 PM	APRV
4	Purchasing Department	Marty Salazar	09/28/2007 03:12 PM	APRV
5	Auditor's Office		09/28/2007 05:58 PM	NEW

Form Started By: Ivan Cantu

Started On: 09/27/2007 03:17 PM

Final Approval Date: 09/28/2007

DATE: September 27, 2007

AI 5818

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department Of Budget & Mangement c/o Certificates of Obligation 2002

ACCOUNT NUMBER: 7-1332-415-00-200-007-0-745

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-fund transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1301-415-00-120-007-0- 664	K-MART PROPERTY-OTHER MINOR EQUIPMENT	(27,023.32)
7-1301-391-01-000-332-0- 000	TRANSFERS IN-CERT OF OBLIG, 2002	(27,023.32)
TO		
7-1332-491-01-000-301-0- 891	TRANSFERS OUT-CAPITAL OUTLAY FUND	(27,023.32)
7-1332-415-00-200-007-0- 745	C.O., 2002-IT DEPT-COMPUTER EQUIPMENT	27,023.32
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **INTER-FUND TRANSFER FROM CAPITAL OUTLAY FUND - KMART PROPERTY (1301) TO CO'S 2002 (1332) TO REVERSE TRANSFER MADE ON 7-10-07 FOR OBJECT CODE 664 DUE TO EXPENSE NOT BEING ALLOWED UNDER THE CO'S 2002 CRITERIA (REFER TO AI 4537)**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

DUPLICATE < 172129 >

DATE: July 6, 2007

DEPARTMENT HEAD: VALDE GUERRA AI#4537

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT FOR COUNTY COMMISSIONERS

17.H.

ACCOUNT NUMBER: 7-1301-415-00-120-007-0-XXX

SUBJECT: Inter-fund Transfers (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1332-415-00-200-007-0- 745	C.O. 2002-IT DEPARTMENT-COMPUTER EQUIPMENT	(113,638.97)
7-1332-415-00-200-007-0- 748	C.O. 2002-IT DEPARTMENT-OTHER EQUIPMENT	(15,411.50)
7-1332-419-40-220-033-0- 452	C.O. 2002-B & G-ADM BLDG-BLDG ADD&RENOV	(13,749.96)
7-1332-491-01-000-301-0- 891	TRANSFER OUT	142,800.43
7-1301-391-01-000-332-0- 000	TRANSFER IN	142,800.43
7-1301-415-00-120-007-0- 664	CAPITAL OUTLAY FUND-OTHER MINOR EQUIPMENT	27,023.32
7-1301-415-00-120-007-0- 665	CAPITAL OUTLAY FUND-MINOR COMPUTER EQUIPMENT	6,473.02
7-1301-415-00-120-007-0- 720	CAPITAL OUTLAY FUND-BUILDING	83,891.59
7-1301-415-00-120-007-0- 745	CAPITAL OUTLAY FUND-COMPUTER EQUIPMENT	25,412.50
TOTAL BUDGET INCREASE (DECREASE)		142,800.43

REASON: INTERFUND TRANSFER FROM C.O. 2002 (1332) TO CAPITAL OUTLAY FUND (1301) FOR CAMERAS FOR NEW ADMINISTRATION BUILDING.

APPROVED BY COMMISSIONERS' COURT

DEPARTMENT HEAD SIGNATURE

ON: 7/10/07 [Signature]

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

BP 7/10/07

Account Year 7 Accounting Period 09 Period YTD 199587 pg 07 -111

Account No 7-1301-415-00-120-007-0-664 Description K-MART PROPERTY-OTHER MINOR EQUIPMENT

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Payments | Unpos M < > H

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
07	.00	27,023.32	.00	.00	27,023.32
YTD	.00	27,023.32	.00	.00	27,023.32
PRE	.00	.00	.00	.00	.00
TOT	.00	27,023.32	.00	.00	27,023.32



Account Number	Description	Budget	Pre Encumbrance Encumbrance	Pre Actual Actual	Avail/Rec
7-1301-412-00-220-017-0-720	BENNETT BLDG-BUILDINGS	55,882.75	7,119.00	79,563.75	.00
7-1301-412-00-220-018-0-720	HORIZON BLDG-BUILDINGS	8,132.13	6,701.10	1,346.48	84.55
7-1301-415-00-120-007-0-665	K-MART PROPERTY-OTHER MINOR I	27,020.02	.00	.00	27,020.02
7-1301-415-00-120-007-0-665	K-MART PROPERTY-MINOR COMPUT	6,473.02	5,473.02	.00	1,000.00
7-1301-415-00-120-007-0-719	K-MART PROPERTY-OTHER LAND	.00	.00	.00	.00
7-1301-415-00-120-007-0-720	K-MART PROPERTY-BUILDINGS	1,628,281.06	214,640.03	1,300,531.85	14,100.18
7-1301-415-00-120-007-0-739	K-MART PROPERTY-OTHER STRUCT	266,981.50	99,347.70	91,629.31	78,004.49
7-1301-415-00-120-007-0-745	K-MART PROPERTY-COMPUTER EQI	181,830.35	59,547.76	121,172.50	1,110.09
7-1301-419-40-124-034-0-720	PCT 4-NEW ADMIN BLDG-BUILDING	808,321.10	20,088.88	87,053.34	720,281.10
7-1301-419-40-124-034-0-739	PCT 4-NEW ADMIN BLDG-OTHER ST	20,000.00	3,700.00	16,300.00	.00
7-1301-419-40-220-034-0-720	K-MART PROP-ADDTL OFF SPACE-I	140,625.00	126,562.50	14,062.50	.00
7-1301-423-00-280-030-0-719	PCT 3 SHERIFF'S SUBSTATION-OTI	555,017.44	.00	555,017.44	.00
7-1301-423-20-320-017-0-720	NEW ADULT PROBATION BLDG-BUILD	204,797.26	39,664.82	44,641.36	120,491.06
7-1301-423-20-320-017-0-739	NEW ADULT PROBATION BLDG-OTHE	241,757.70	14,638.45	206,036.76	21,082.49
7-1301-476-00-000-000-0-339	TAX NOTE SERIES 2004-ISSUANCE I	.00	.00	.00	.00
7-1301-491-01-000-100-0-691	TRANSFERS OUT-GENERAL FUND	.00	.00	.00	.00
7-1301-491-01-000-200-0-891	TRANSFERS OUT-R&B COUNTY WAC	.00	.00	.00	.00
Totals		4,179,823.62	597,490.94	2,599,155.31	983,177.37
					Cancel

OFFICIAL STATEMENT DATED AUGUST 6, 2002

NEW ISSUE - Book-Entry-Only

RATINGS:
Moody's: "Aaa"
S&P: "AAA"
Fitch: "AAA"
(See "BOND INSURANCE" and "OTHER INFORMATION - Ratings" herein)

In the opinion of Montalvo & Ramirez, Bond Counsel, assuming continuing compliance by the County after the date of initial delivery of the Certificates with certain covenants described in the Order authorizing the issuance thereof and subject to the matters described herein under "TAX EXEMPTION", interest on the Certificates under existing statutes, regulations, rulings and court decisions (1) will be excludable from the gross income of the owners thereof for federal income tax purposes under Section 103 of the Internal Revenue Code and (2) will not be included in computing the alternative minimum taxable income of the owners thereof who are individuals or, except as described herein, corporations (see "TAX EXEMPTION").

\$20,910,000
HIDALGO COUNTY, TEXAS
COMBINATION LIMITED TAX AND LIMITED PLEDGE REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2002

Due: August 15, as shown on inside cover

Dated: August 1, 2002

AUTHORITY FOR ISSUANCE . . . Hidalgo County, Texas Combination Limited Tax and Limited Pledge Revenue Certificates of Obligation, Series 2002 (the "Certificates") are being issued pursuant to the Constitution and general laws of the State of Texas and constitute direct obligations of Hidalgo County, Texas (the "County"), payable as to principal and interest from the proceeds of a continuing, direct annual ad valorem tax levied against all taxable property within the County, within the limits prescribed by law, and from not more than \$1,000 derived from surplus net revenues from the operation of the County's parks pursuant to Chapter 320, as amended, Texas Local Government Code. The Certificates are authorized to be issued pursuant to the laws of the State of Texas, including, the Certificate of Obligation Act of 1971, Section 271.041 through Section 271.063, as amended, Texas Local Government Code, Chapter 320, as amended, Texas Local Government Code, and pursuant to the provisions of the order authorizing the issuance of the Certificates (the "Order").

PAYMENT TERMS . . . Interest on the Certificates will accrue from the dated date as shown above and will be payable on February 15 and August 15 of each year, commencing February 15, 2003, and will be calculated on the basis of a 360-day year of twelve 30-day months. The definitive Certificates are initially issuable only to Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC") pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in denominations of \$5,000 or integral multiples thereof. No physical delivery of the Certificates will be made to the purchasers thereof. Principal of and interest on the Certificates will be payable by Texas State Bank, McAllen, Texas, the initial Paying Agent/Registrar, to Cede & Co., which will make distribution of the amounts so paid to the beneficial owners of the Certificates. See "THE CERTIFICATES - Book-Entry-Only System" herein.

PURPOSE . . . Proceeds from the sale of the Certificates will be used to pay for the construction of (new County buildings) renovation of buildings (including ADA compliance), clean up and closure of County landfill, the acquisition of motor vehicles and road construction and repair equipment, acquisition of computer software and hardware, acquisition of emergency management equipment, improvements to drainage system, payment of professional services to undertake engineering and planning of long-range road, transportation and drainage improvements, and to pay for the cost of issuance of such Certificates.



Financial Guaranty Insurance
Company

FGIC is a registered service mark used by Financial Guaranty Insurance Company, a private company not affiliated with any U.S. Government agency.

See Maturity Schedule on Reverse of this Page

REDEMPTION . . . The County reserves the right, at its option, to redeem the Certificates having stated maturities on and after August 15, 2013, in whole or in part, on August 15, 2012, or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption (see "THE CERTIFICATES - Optional Redemption").

RATINGS . . . The Certificates have been rated "Aaa" by Moody's Investors Service ("Moody's"), "AAA" by Standard & Poor's, a division of McGraw-Hill, Inc. ("S&P"), and "AAA" by Fitch Ratings ("Fitch") by virtue of a guaranty insurance policy issued by Financial Guaranty Insurance Corporation (See "BOND INSURANCE" herein). The presently outstanding ad valorem tax supported debt of the County has an underlying rating of "A3" by Moody's, "A" by S&P, and "A" by Fitch. The County also has several issues outstanding which are rated "Aaa" by Moody's, "AAA" by S&P, and "AAA" by Fitch through insurance by a commercial insurance company (see "BOND INSURANCE" and "OTHER INFORMATION-Ratings").

LEGALITY . . . The Certificates are offered for delivery when, as and if issued and received by the Underwriters, and subject to the approving opinion of the Attorney General of the State of Texas and the approval of certain legal matters by Montalvo & Ramirez, McAllen, Texas, Bond Counsel. See Appendix C - "Form of Bond Counsel's Opinion" herein. Certain matters will be passed upon for the Underwriters by McCall, Parkhurst & Horton L.L.P., Austin, Texas.

DELIVERY . . . It is expected that the Certificates will be tendered for delivery to the Underwriters through the services of DTC on or about September 4, 2002.

FIRST SOUTHWEST COMPANY

SOUTHWESTERN CAPITAL MARKETS, INC

A.G. EDWARDS & SONS, INC.

OFFICIAL STATEMENT SUMMARY

This summary is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement. The offering of the Certificates to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this summary from this Official Statement or to otherwise use it without the entire Official Statement.

THE COUNTY	The County of Hidalgo is a political subdivision of the State of Texas. The County covers approximately 1,588 square miles. The City of Edinburg is the county seat.
THE CERTIFICATES	The Certificates are being issued in the principal amount of \$20,910,000 Combination Limited Tax and Limited Pledge Revenue Certificates of Obligation, Series 2002 pursuant to the general laws of the State of Texas, particularly the Certificates of Obligation Act of 1971, Sections 271.041 through Section 271.063, as amended, Texas Local Government Code, Chapter 320, as amended, Texas Local Government Code; and an Order adopted by the Commissioners Court (See "THE CERTIFICATES - Authority of the Certificates").
PAYMENT OF INTEREST	Interest on the Certificates accrues from August 1, 2002, and is payable February 15, 2003, and each February 15 and August 15 thereafter until maturity or prior redemption (see "THE CERTIFICATES - Description of the Certificates" and "THE CERTIFICATES - Optional Redemption").
SECURITY FOR THE CERTIFICATES	The Certificates constitute direct obligations of the County, payable from a continuing direct annual ad valorem tax levied by the County, within the limits prescribed by law, on all taxable property within the County and from not more than \$1,000 derived from surplus net revenues from the operation of the County's parks pursuant to Chapter 320, as amended, Texas Local Government Code.
OPTIONAL REDEMPTION	The County reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 2013, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2012, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see "THE CERTIFICATES - Optional Redemption").
USE OF PROCEEDS	Proceeds from the sale of the Certificates will be used to pay for the construction of new County buildings, renovation of buildings (including ADA compliance), clean up and closure of County landfill, the acquisition of motor vehicles and road construction and repair equipment, acquisition of computer software and hardware, acquisition of emergency management equipment, improvements to drainage system, payment of professional services to undertake engineering and planning of long-range road, transportation and drainage improvements, and to pay for the cost of issuance of such Certificates.
RATINGS	The Certificates have been rated "Aaa" by Moody's, "AAA" by S&P, and "AAA" by Fitch by virtue of a guaranty insurance policy issued by Financial Guaranty Insurance Corporation (See "BOND INSURANCE" herein). The presently outstanding ad valorem tax supported debt of the County has an underlying rating of "A3" by Moody's, "A" by S&P and "A" by Fitch. The County also has several issues outstanding which are rated "Aaa" by Moody's, "AAA" by S&P, and "AAA" by Fitch through insurance by a commercial insurance company (see "BOND INSURANCE" and "OTHER INFORMATION-Ratings").
BOOK-ENTRY-ONLY SYSTEM	The definitive Certificates will be initially registered and delivered only to Cede & Co., the nominee of DTC pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in denominations of \$5,000 or integral multiples thereof. No physical delivery of the Certificates will be made to the owners thereof. Principal of, premium, if any, and interest on the Certificates will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates (see "THE CERTIFICATES - Book-Entry-Only System").
PAYMENT RECORD	During the early 1930's the County defaulted in payment of principal and interest as to all classes indebtedness and the last of these to be consummated involved certain water improvement bonds for which a refunding issue dated April 10, 1936 was authorized. The County has not defaulted since the refundings.
FUTURE BOND ISSUES	The County has undertaken the development of a capital improvement plan for 2002-2006 and projects future bonded indebtedness of an additional \$72,843,542 to be incurred over the next four years.
DELIVERY	Delivery of the Certificates is anticipated on or about September 4, 2002.

AI-5821

17.F.

Inter-departmental transfer from Rancho Escondido to Country Living Estates.

CC REGULAR

Date: 10/02/2007

Submitted By: Andres Castro, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Rancho Escondido - Subdivision Streets to Country Living Estates - Aid to Government Agency (1311) in the amount of \$5,644.35.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-122-XXX-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

7-1311-431-00-122-596-0-734-->7-1311-431-00-122-199-1-841 \$5,644.35; Available balance as of 09/27/2007 \$64,972.61.

Attachments

Link: [5821 Inter-dept transfer BCAP 10-2-07](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/28/2007 11:30 AM	APRV
2	Ivan Cantu	Ivan Cantu	09/28/2007 01:47 PM	APRV
3	Purchasing Department	Marty Salazar	09/28/2007 02:23 PM	APRV
4	Auditor's Office		09/28/2007 05:58 PM	PEND
Form Started By: Andres Castro			Started On: 09/27/2007 04:23 PM	
Final Approval Date: 09/28/2007				

