

AI-6227
TIHCA Resolution
CC REGULAR

5.B.

Date: 10/30/2007
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eduardo Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Discussion, consideration and approval of Resolution appointing Hidalgo County Representative to the Texas Indigent Health Care Association

BACKGROUND

Fiscal Impact

Attachments

Link: [TIHCA](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Dina Trevino	10/24/2007 05:40 PM	APRV
1		Budget & Management	Dina Trevino	10/24/2007 05:40 PM	APRV
2		Ivan Cantu	Ivan Cantu	10/25/2007 07:45 AM	APRV
2		Ivan Cantu	Ivan Cantu	10/25/2007 07:45 AM	APRV
3		Purchasing Department	Moises Salazar	10/25/2007 08:26 AM	APRV
3		Purchasing Department	Moises Salazar	10/25/2007 08:26 AM	APRV
4		Auditor's Office		10/25/2007 08:26 AM	NEW
4		Auditor's Office		10/25/2007 08:26 AM	NEW
5		Court Administrator		10/25/2007 08:26 AM	
5		Court Administrator		10/25/2007 08:26 AM	
13		Auditor's Office	Becky Morales	10/26/2007 09:26 AM	APRV
14		Court Administrator	Monica Badillo	10/26/2007 09:52 AM	APRV

Form Started By: Josie Escalante
Started On: 10/24/2007 03:00 PM

Final Approval Date: 10/26/2007

State of Texas §
 §
County of Hidalgo County §

BOARD RESOLUTION

WHEREAS, the governing board of the County of Hidalgo believes it to be in the best interest of the County of Hidalgo to join the Texas Indigent Health Care Association (“TEHCA”); and

WHEREAS, it is believed that participation in TIHCA will be highly beneficial to the taxpayers of the County of Hidalgo through the efficiencies and potential savings to be realized;

NOW, THEREFORE, BE IT RESOLVED, THAT Hidalgo County agrees to join the Texas Indigent Health Care Association and;

1. Approves the attached TIHCA Charter and agrees to be bound thereby in connection with it’s membership in TIHCA;
2. Appoints Eduardo Olivarez as its Representative to TIHCA whose contact information is:

Phone number: (956) 383-6221
Fax number: (956)383-3229
Address: 1304 South 25th Street
Edinburg, Texas 78539
Email address: eddie.olivarez@hchd.org

3. Approves and authorizes the payment of dues to TIHCA in an amount of \$200.00; such dues being the initial membership dues charged by TIHCA for the time period extending through November 1, 2008.

BE IT FURTHER RESOLVED, that the execution of this Resolution shall evidence the election of Eduardo Olivarez to become a member of the TIHCA upon the terms and conditions stated in the attached Charter. The governing board of Hidalgo County has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the person named, who is hereby granted power to exercise the same.

BE IT FURTHER RESOLVED, that the meeting at which this Resolution was approved was duly noticed and held in strict compliance with the Texas Open Meetings Act, ch 551 Tex. Gov’t code.

This Resolution was approved and passed on the 29 day of October 2007.

Hidalgo County
J.D. Salinas, County Judge

Date: _____

Attest:

Arturo Guajardo Jr., County Clerk

Date: _____

Approved as to form:

Atlas & Hall, L.L.P.
Stephen L. Crain

Date: _____

AI-6222

5.C.

**Health Division - Temporary F/T Position
CC REGULAR**

Date: 10/30/2007

Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Agenda Area: Health & Human Services Dept.

Information

CAPTION

1. Requesting authorization and approval to create one (1) Temporary F/T ImmTrac/PICS Outreach Specialist position, slot no. 340-012-T014 and set salary at \$26,300.00 per year/ \$12.645 per hour. Position not to exceed six months and or 12/31/2007.
2. Approval of 2007 intradepartmental transfer in the amount of \$13,125.00 (1293).
3. Approval of revised salary schedule.

BACKGROUND

This request is a result of a need to replace the Regular F/T ImmTrac/PICS employee (slot # 340-012-0005) who is currently out sick for an indefinite period of time. Attached is a Personnel Adjustment Request Form and a Job Description.

Fiscal Impact

Attachments

Link: [Imm Job Des](#)

Link: [Imm LIT](#)

Link: [Revised Salary Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 05:41 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	10/26/2007 11:27 AM	APRV
3	Dina Trevino		10/26/2007 05:11 PM	NEW
Form Started By: Dan Beltran			Started On: 10/24/2007 02:39 PM	
Final Approval Date: 10/26/2007				

HIDALGO COUNTY

HEALTH ADMINISTRATION DEPARTMENT

Job Title: Temporary F/T Imm Trac/PICS Outreach Specialist
Non-Exempt

FLSA Status:

Dept. Code: 340

Civil Service Status: Non-Exempt

SUMMARY: Functions as an Imm Trac/PICS Outreach Specialist in the immunization program. Provides moderately complex identification, outreach, education, data entry, and follow-up for the families of children who are consented to participate in the statewide immunization registry, (Imm Trac), but who do not have complete immunization histories in the registry. The specialist will use a variety of methods to identify and locate individuals with incomplete immunization histories. The specialist will contact families of these individuals, and provide education on the purpose and benefits of the immunization registry. The specialist will locate additional immunization records for individuals and ensure that all immunization information is entered into Imm Trac. The specialist will resolve questionable matches in Imm Trac. The specialist will maintain records of all client contacts and the results of outreach activities. The specialist will identify and recruit new registry users (hospitals, pediatricians, and other health care providers), promote the registry to parents and expectant parents, and provide education and technical assistance to birth registrars to increase the number of children included in the registry. The specialist will train registry users on searching the registry, reporting to the registry, and conducting reminder and recall activities. The specialist will promote data registry quality and completeness. The specialist will promote efficient inventory control and ordering practices in private provider offices by providing education on the advantages and benefits of the Pharmacy Inventory Control System (PICS), including automatic vaccine ordering and paperless vaccine reporting. The specialist will train providers who report on paper on PICS procedures and use of the reporting forms. The specialist will perform data entry of paper reporting forms. The specialist will provide technical assistance on the PICS system to providers to ensure appropriate use and compliance.

QUALIFICATION REQUIREMENTS:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Utilizes variety of methods (i.e. telephone calls, home visit, school visit, etc.) to identify and contact the families of children who are consented to participate in Imm Trac but who do not have complete immunization records in the registry.
- Provides information to clients, families and providers on the purpose of Imm Trac and the importance of maintaining complete immunization histories in the registry.
- Maintains client files confidential and secure.
- Documents all contacts and education provided and keeps on file. Presents Imm Trac information to providers, schools, and other community groups.
- Presents PICS information to providers which include vaccine ordering and inventory control.
- Provides technical assistance as needed when PICS is implemented within the LHD jurisdiction.
- Trains providers who report on paper on PICS procedures and use of the reporting forms.
- Performs PICS data entry on paper reporting forms.
- Provides on going technical support to PICS users to ensure compliance.

EDUCATION AND EXPERIENCE:

- High School Diploma

- Requisite education/experience to perform the duties required (e.g. nursing, public health technician, Administrative technician).

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of computer applications.
- Thorough knowledge of Imm Trac and PICS.
- Knowledge of laws, rules, and regulations which impact immunizations and Imm Trac.
- Knowledge of immunization recommendations and requirements.
- Skills in utilizing all Imm Trac functions.
- Skill in data entry to maintain client immunization histories in Imm Trac and entry on paper reporting forms.
- Ability to communicate effectively orally and in writing, in English and Spanish.
- Ability to demonstrate presentational speaking in English and Spanish.
- Ability to explain complex information at an appropriate level for individuals and groups.
- Ability to interpret policies and to implement procedures.
- Ability to work other than normal hours including weekends and holidays as assigned.
- Ability to demonstrate computer skills (i.e power point, Microsoft Word, and Microsoft Excel; and have internet research skills.

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. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

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

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
- frequent standing, bending and reaching

- operating assigned equipment
- Maintain mental capacity which permits:
- making sound decisions and using good judgment
 - handling financial affairs effectively and honestly
 - maintaining confidentiality
 - 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 safety regulations.

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

1293-441-00-340-012-8
IMM DIV LOCAL

AI-6222

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	TVFC EDUCATOR	\$38,110.00	\$0.00	\$38,110.00	0	\$0.00	\$0.00	\$38,110.00	\$38,110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,110.00
G002	113	TVFC MANAGER	\$32,660.00	\$0.00	\$32,660.00	0.045	\$1,470.00	\$0.00	\$34,130.00	\$34,130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,130.00
0003	113	IMMTRAC/PICS OUTREACH SPECIALIST	\$26,300.00	\$0.00	\$26,300.00	0	\$0.00	\$0.00	\$26,300.00	\$26,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,300.00
0004	113	IMMTRAC/PICS OUTREACH SPECIALIST	\$26,300.00	\$0.00	\$26,300.00	0	\$0.00	\$0.00	\$26,300.00	\$26,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,300.00
0005	113	IMMTRAC/PICS OUTREACH SPECIALIST	\$26,300.00	\$0.00	\$26,300.00	0	\$0.00	\$0.00	\$26,300.00	\$26,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,300.00
G006	113	LVN	\$24,725.00	\$0.00	\$24,725.00	0.045	\$1,113.00	\$0.00	\$25,838.00	\$25,838.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,838.00
G007	113	LVN	\$24,725.00	\$0.00	\$24,725.00	0.045	\$1,113.00	\$0.00	\$25,838.00	\$25,838.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,838.00
G008	113	LVN	\$24,725.00	\$0.00	\$24,725.00	0.045	\$1,113.00	\$0.00	\$25,838.00	\$25,838.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,838.00
G009	113	ASST TVFC MGR	\$20,600.00	\$0.00	\$20,600.00	0.068	\$1,390.00	\$0.00	\$21,990.00	\$21,990.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,990.00
G010	113	COMMUNITY SERVICE AIDE	\$18,282.00	\$0.00	\$18,282.00	0.068	\$1,234.00	\$0.00	\$19,516.00	\$19,516.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,516.00
G011	113	COMM SER AIDE	\$18,282.00	\$0.00	\$18,282.00	0.068	\$1,234.00	\$0.00	\$19,516.00	\$19,516.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,516.00
G012	113	COMM SERVICE AIDE	\$18,282.00	\$0.00	\$18,282.00	0.068	\$1,234.00	\$0.00	\$19,516.00	\$19,516.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,516.00
G013	113	COMM SER AIDE	\$18,282.00	\$0.00	\$18,282.00	0.068	\$1,234.00	\$0.00	\$19,516.00	\$19,516.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,516.00
T014	121	IMMTRAC/PICS OUTREACH SPECIALIST	\$0.00	\$26,300.00	\$26,300.00	0	\$0.00	\$0.00	\$26,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$317,573.00	\$26,300.00	\$343,873.00		\$11,135.00	\$0.00	\$355,008.00	\$328,708.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$328,708.00

AI-6233
HIDTA Task Force
CC REGULAR

6.A.

Date: 10/30/2007
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Dora L. Munoz
Department: HIDTA
Agenda Area: HIDTA - Task Force

Information

CAPTION

1. Approval to accept grant award modification (increase in grant award of \$30,000.00) for HIDTA Task Force- STX Director's Administrative Support Element program (grant no. I7PSSP573Z) for the period of January 1, 2007 through December 31, 2008 from the Executive Office of the President - Office of the National Drug Control Policy.
2. Approval to appropriate funds in the amount of \$30,000.00 for the period of January 1, 2007 through December 31, 2008 into the STX Director's Administrative Support Element grant (7-1291-412-00-270-004-7-XXX).
3. Approval to create one (1) permanent full-time Receptionist position, slot no. 270-004-G001 and set salary at \$21,800.00.
4. Approval of salary schedule.

BACKGROUND

With the increase, Grant number I7PSSP573Z will total \$754,514.00 for FY 2007. The increase of \$30,000.00 is for a receptionist position under the STX HIDTA Director's Office. The position will be considered an Hidalgo County employee and assigned to the San Antonio HIDTA Regional Office.

Fiscal Impact

FISCAL YEAR: 2007
FUNDS AVAILABLE Y/N?: Y

ACCT. #: 7-1291-412-00-270-004-7-XXX
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$30,000.00 for the HIDTA modification of grant award (award increase) for the period of 1-1-07 to 12-31-08. Total grant award (including increase) is \$754,514.00.

HIDTA Grant Revenue Acct #7-1291-331-00-270-004-7-000

As per Mike Escaname from Auditor's office, this is a different pool of money within HIDTA. Nelda from HIDTA requested a different program # (program #4) to account for these monies (30k). The original grant award is in program #3 (IC 10-25-07).

Attachments

Link: [Grant Award Modification Letter](#)

Link: [HIDTA Budget Amendment](#)


Link: [6233 HIDTA Salary Schedule](#)

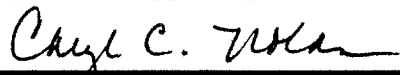
Link: [Job Description- Receptionist](#)

Link: [Salary Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 05:35 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/25/2007 02:01 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/26/2007 09:52 AM	APRV
4	Human Resources		10/26/2007 05:11 PM	NEW
Form Started By: Nelda Olivarez			Started On: 10/24/2007 03:28 PM	
Final Approval Date: 10/26/2007				

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page <u>1</u> of <u>1</u>
1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County Auditor's Office PO Box 1356 Edinburg, TX 78540		4. Award Number: I7PSSP573Z	
		5. Project Period: 01/01/2007 to 12/31/2008 Budget Period: 01/01/2007 to 12/31/2008	
1A. Recipient IRS/Vendor No. 1746000717A4	6. Date: 10/22/2007	7. Action	
2. Subrecipient Name and Address	8. Supplement Number 2	<input type="checkbox"/> Initial	
		<input checked="" type="checkbox"/> Supplemental	
2A. Subrecipient IRS/Vendor No.	9. Previous Award Amount	\$724,514.00	
3. Project Title McAllen Initiative Initiative(s)	10. Amount of This Award	\$30,000.00	
	11. Total Award	\$754,514.00	
12. Special Conditions The above grant is approved subject to such conditions or limitations as are set forth in the original Grant.			
13. Statutory Authority for Grant: Public Law 110-5			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving ONDCP Official Cheryl C. Nolan Office of National Drug Control Policy		15. Typed Name and Title of Authorized Recipient Official Mr. Ramon Garcia Hidalgo County Auditor's Office	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient Date	
Agency Use Only			
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4		19. HIDTA AWARD	

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page <u>1</u> of <u>1</u>
1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County Auditor's Office PO Box 1356 Edinburg, TX 78540		4. Award Number: I7PSSP573Z	
		5. Project Period: 01/01/2007 to 12/31/2008 Budget Period: 01/01/2007 to 12/31/2008	
1A. Recipient IRS/Vendor No. 1746000717A4	6. Date: 10/22/2007	7. Action	
2. Subrecipient Name and Address	8. Supplement Number 2	<input type="checkbox"/> Initial	
		<input checked="" type="checkbox"/> Supplemental	
2A. Subrecipient IRS/Vendor No.	9. Previous Award Amount	\$724,514.00	
3. Project Title McAllen Initiative Initiative(s)	10. Amount of This Award	\$30,000.00	
	11. Total Award	\$754,514.00	
12. Special Conditions The above grant is approved subject to such conditions or limitations as are set forth in the original Grant.			
13. Statutory Authority for Grant: Public Law 110-5			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving ONDCP Official Cheryl C. Nolan Office of National Drug Control Policy		15. Typed Name and Title of Authorized Recipient Official Mr. Ramon Garcia Hidalgo County Auditor's Office	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient Date	
Agency Use Only			
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4		19. HIDTA AWARD	

#8507

MOD # 2 → \$30,000

FY 2007 - SWB - South Texas HIDTA
Initiative Cash Summary by HIDTA
Current Budget (Approved) (With Reprogramming)

Agency Name	Initiative Name	Cash	Type	Grant
Texas Department of Public Safety				
	McAllen Initiative	40,145.00	Investigation	17PSSP701Z
	San Antonio	87,636.00	Investigation	17PSSP701Z
	South Texas Region Training Initiative	3,902.00	Operations Support	17PSSP701Z
	Texas Narcotics Information System	247,402.00	Intelligence	17PSSP701Z
	Agency Total - Texas Department of Public Safety	379,085.00		
Laredo Police Department - City of Laredo				
	Laredo Financial Narcotics Enforcement Task Force	672,178.00	Investigation	17PSSP571Z
	Multi-Agency Drug Related Public Corruption TF	99,916.00	Investigation	17PSSP571Z
	South Texas Region Training Initiative	6,952.00	Operations Support	17PSSP571Z
	Agency Total - Laredo Police Department - City of Laredo	779,046.00		
Hidalgo County Auditor's Office				
	DHE - McAllen Initiative	27,200.00	Investigation	17PSSP573Z
	Director's Administrative Support Element	30,000.00	Administration	17PSSP573Z
	McAllen Initiative	690,114.00	Investigation	17PSSP573Z
	South Texas Region Training Initiative	7,200.00	Operations Support	17PSSP573Z
	Agency Total - Hidalgo County Auditor's Office	754,514.00		
Zapata County Sheriff's Office				
	Laredo Financial Narcotics Enforcement Task Force	57,935.00	Investigation	17PSSP612Z
	Multi-Agency Drug Related Public Corruption TF	61,081.00	Investigation	17PSSP612Z
	South Texas Region Training Initiative	500.00	Operations Support	17PSSP612Z
	Agency Total - Zapata County Sheriff's Office	119,516.00		
Starr County Sheriff's Office				
	DHE - Starr County Task Force	20,000.00	Interdiction	17PSSP617Z
	South Texas Region Training Initiative	1,000.00	Operations Support	17PSSP617Z
	Starr County Task Force	118,267.00	Investigation	17PSSP617Z
	Agency Total - Starr County Sheriff's Office	139,267.00		
Cameron County Auditor's Office				
	Brownsville HIDTA Investigative Task Force	131,599.00	Investigation	17PSSP600Z
	DHE - White Sands Task Force	81,600.00	Interdiction	17PSSP600Z
	Director's Administrative Support Element	603,513.00	Administration	17PSSP600Z
	Intelligence Center	373,142.00	Intelligence	17PSSP600Z
	Laredo Intelligence Center (LIC)	55,002.00	Intelligence	17PSSP600Z
	McAllen (Multi-Agency) Intelligence Center	54,996.00	Intelligence	17PSSP600Z
	South Texas Region Training Initiative	20,600.00	Operations Support	17PSSP600Z
	Unified Narcotics Intelligence Task Force	455,281.00	Intelligence	17PSSP600Z
	White Sands Task Force (Ika Unity Task Force)	66,675.00	Investigation	17PSSP600Z
	Agency Total - Cameron County Auditor's Office	1,842,408.00		
Brownsville Police Department				
	Multi-Agency Drug Related Public Corruption TF	7,110.00	Investigation	17PSSP702Z
	Agency Total - Brownsville Police Department	7,110.00		
Val Verde County Sheriff's Office				
	Border Patrol Intelligence Center	104,194.00	Intelligence	17PSSP618Z
	Del Rio Task Force	69,561.00	Investigation	17PSSP618Z
	DHE - Del Rio Task Force	54,400.00	Interdiction	17PSSP618Z

FY 2007 - SWB South Texas HIDTA

Initiative Budget by Award Recipient

Initiative - Director's Administrative Support Element
 Award Recipient - Hidalgo County Auditor's Office - I7PSSP573Z
 Current Budget (Approved) (With Reprogramming)

ACCOUNT	Total	Hidalgo County Auditor's Office
Administrative staff	21,800.00	21,800.00
Personnel	21,800.00	21,800.00
Administrative staff	8,200.00	8,200.00
Fringe	8,200.00	8,200.00
Total Accounts	30,000.00	30,000.00



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D. C. 20503

October 22, 2007

Mr. Ramon Garcia
Hidalgo County Auditor's Office
PO Box 1356
Edinburg, TX 78540

Dear Mr. Garcia:

Grant number I7PSSP573Z has been increased and now totals \$754,514.00.

The original and one copy of Modification 2 are enclosed. If you accept this modification, sign the Modification and return a copy with an original signature to the Assistance Center in Miami. Keep the original copy of the Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Phuong DeSear at (202) 395-6739.

Sincerely,

A handwritten signature in blue ink that reads "Cheryl C. Nolan".

Cheryl C. Nolan
Assistant Deputy Director
for State, Local and Tribal Affairs

DATE: October 24, 2007
 DEPARTMENT HEAD: Dora L. Munoz
 DEPARTMENT NAME: H.I.D.T.A.
 ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-004-7-XXX
 REVENUE - 1291-331-00-270-004-7-000
 SUBJECT: Budget Amendment



HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

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

INCREASE OBJECT NUMBER (S)	ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
7-1291-412-00-270-004- 7- 113	FULL-TIME EMPLOYEES	21,800.00
7-1291-412-00-270-004- 7- 211	HEALTH INSURANCE	4,164.00
7-1291-412-00-270-004- 7- 212	LIFE INSURANCE	33.00
7-1291-412-00-270-004- 7- 220	SOCIAL SECURITY TAX	1,667.70
7-1291-412-00-270-004- 7- 230	RETIREMENT	1,914.04
7-1291-412-00-270-004- 7- 250	UNEMPLOYMENT COMPENSATION INSURANCE	109.00
7-1291-412-00-270-004- 7- 260	WORKER'S COMPENSATION INSURANCE	312.26
TOTAL APPROPRIATIONS		\$30,000.00
7-1291-331-00-270-004- 7- 000	HIDTA TASK FORCE 2007 GRANT	30,000.00
TOTAL ESTIMATED REVENUES		30,000.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA 2007 GRANT NUMBER I7PSSP573Z IN THE AMOUNT OF \$30,000.00

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

APPROVED BY COMMISSIONER'S COURT	___/___/___ DATE	DEPARTMENT HEAD SIGNATURE
		ATTEST BY COUNTY CLERK

DATE: October 24, 2007
DEPARTMENT HEAD: Dora L. Munoz
DEPARTMENT NAME: STX DIRECTOR'S ADMINISTRATIVE SUPPORT ELEMENT
ACCOUNT NUMBER: 7-1291-412-00-270-004-7-XXX (2007 Grant)

SLOT NO.	POSITION TITLE	2007 BUDGETED GRANT SALARY	FRINGES AND WORKERS' COMPENSATION					UNEMPLOYMENT COMP.	WORKER'S COMP.	TOTAL BUDGETTED AMOUNT
			HEALTH INSURANCE	LIFE INSURANCE	FICA	RETIREMENT				
G0001	Receptionist	\$21,800.00	4,164.00	33.00	1,667.70	1,914.04	109.00	312.26	\$30,000.00	

* Worker's Comp was budgeted \$220.70 over the required amount of \$91.56

Hidalgo County HIDTA Task Force Job Description

Job Title: **Receptionist**

Exempt: Yes
Salary Level: \$21,800.00
Job Category: Clerical

Summary: Responsible for telephone switchboard - answer, screen and forward calls, providing information, taking messages and scheduling appointments, travel arrangements for office staff.

Essential Duties and Responsibilities:

Perform administrative support tasks such as proofreading, transcribing handwritten information,

May copy, compile, and maintain basic file system.

Perform clerical duties involving entering data, or compute data

Maintain and order office supplies.

Qualification Requirements: To perform this job successfully, and individual must be able to perform each essential duty satisfactorily. The requirement 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.

Computer knowledge:

Must have personal computer knowledge. Ability to learn new computer software.

Education and/or Experience:

High School Degree or equate

Language Skills:

Ability to read, analyze and interpret the legal documents. Ability to

respond effectively to the most sensitive inquiries or complaints.

Mathematical Skills:

Ability of work with mathematical concepts such as probability and Statistical inference.

Reasoning Ability:

Ability to define problem(s), collect data, establish facts, and draw valid conclusions, Ability to interpret and extensive variety of technical instructions in mathematical and diagram form and deal with several abstract and concrete variables.

Other Skills and Abilities:

Ability to establish and maintain effective working relationships with other county employees, officials, and the general public.

Ability of assume responsibility and to maintain confidentiality.

Ability to function at a high level under stressful conditions.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; and talk and hear. The employee is occasionally required to stand and walk.

The employee must occasionally lift and/or move up to 10 lbs. Specific vision abilities required by this job include close vision 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Must have a clear criminal record and must submit to a drug test.

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

AI-6233

7-1291-412-00-270-004-7-XXX

**HIDTA TASK FORCE- (NEW PROGRAM)
STX DIRECTOR'S ADMINISTRATIVE SUPPORT ELEMENT**

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	
G001	113	RECEPTIONIST	\$0.00	\$21,800.00	\$21,800.00	0	\$0.00	\$0.00	\$21,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$0.00	\$21,800.00	\$21,800.00		\$0.00	\$0.00	\$21,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

***PROPOSED NEW POSITION, SLOT 270-004-G001 PENDING CC APPROVAL**

AI-6251
Request for Auto Allowance
CC REGULAR

7.A.

Date: 10/30/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Extension Services
Department: BUDGET & MANAGEMENT
Agenda Area: Texas Cooperative Extension

Information

CAPTION

1. Discussion, consideration and approval to allocate auto allowance under slot 380-001-0007 for employee no. 159182 in the amount of \$1,326.00 per year, effective next full pay period 11/12/2007.
2. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

Attachments

Link: [Fiscal Note](#)
Link: [Revised Salary Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	10/25/2007 04:07 PM	APRV
2	Dina Trevino		10/26/2007 05:11 PM	NEW

Form Started By: Rosie Cantu
Started On: 10/24/2007 04:35 PM

Final Approval Date: 10/26/2007

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 30, 2007

Agenda Item: AI-6251

Summary of request/proposal: The Coop Extension Services Dept is requesting to allocate auto allowance under 380-001-0007 for employee no. 159182 in the amount of \$1,326.00 per year effective next full pay period 11/12/2007.

<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	FCS PROG ASST	0007	118	\$0.00	\$1,326.00	\$1,326.00
				\$0.00	\$1,326.00	\$1,326.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
7-1100-461-00-380-001-0-	113	TX COOP EXTENSION- PERM F/T EMPLOYEES	-
7-1100-461-00-380-001-0-	118	TX COOP EXTENSION- AUTO ALLOWANCE	\$182.90
7-1100-461-00-380-001-0-	211	TX COOP EXTENSION- HEALTH INSURANCE	-
7-1100-461-00-380-001-0-	212	TX COOP EXTENSION- LIFE INSURANCE	-
7-1100-461-00-380-001-0-	220	TX COOP EXTENSION- FICA	\$13.99
7-1100-461-00-380-001-0-	230	TX COOP EXTENSION- RETIREMENT	\$16.31
7-1100-461-00-380-001-0-	250	TX COOP EXTENSION- UNEMPLOYMENT COMP	\$0.91
7-1100-461-00-380-001-0-	260	TX COOP EXTENSION- WORKER'S COMP	\$1.06
			\$215.17

2008 Budgetary Impact: \$ 1,560.04

Possible Funding Sources: UNDETERMINED

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

**1100-461-00-380-001-0
TX COOP EXTENSION**

AI-6251

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	EXECUTIVE SECR	\$30,848.00	\$0.00	\$30,848.00	0.045	\$1,388.00	\$0.00	\$32,236.00	\$32,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,236.00
0002	113	4H YTH OUTREACH COORDN	\$28,986.00	\$0.00	\$28,986.00	0.0675	\$1,957.00	\$0.00	\$30,943.00	\$30,943.00	\$0.00	\$0.00	\$0.00	\$2,873.00	\$0.00	\$33,816.00
0003	113	SECRETARY	\$25,264.00	\$0.00	\$25,264.00	0.0675	\$1,705.00	\$0.00	\$26,969.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,000.00
0004	113	SECRETARY	\$25,264.00	\$0.00	\$25,264.00	0.0675	\$1,705.00	\$0.00	\$26,969.00	\$26,969.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,969.00
0005	112	C E A-AG/ COUNTY COORDINATOR	\$22,110.00	\$0.00	\$22,110.00	0.03	\$663.00	\$0.00	\$22,773.00	\$22,773.00	\$0.00	\$0.00	\$0.00	\$4,838.00	\$0.00	\$27,611.00
0006	113	C E A-FCS	\$22,110.00	\$0.00	\$22,110.00	0.03	\$663.00	\$0.00	\$22,773.00	\$22,773.00	\$0.00	\$0.00	\$0.00	\$4,838.00	\$0.00	\$27,611.00
0007	113	FCS PROG ASST	\$18,576.00	\$0.00	\$18,576.00	0.0675	\$1,254.00	\$0.00	\$19,830.00	\$19,830.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,830.00
0008	113	C E A-FR	\$18,204.00	\$0.00	\$18,204.00	0.03	\$546.00	\$0.00	\$18,750.00	\$18,750.00	\$0.00	\$0.00	\$0.00	\$4,838.00	\$0.00	\$23,588.00
0009	113	C E A-HORTICUL	\$18,204.00	\$0.00	\$18,204.00	0.03	\$546.00	\$0.00	\$18,750.00	\$18,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,750.00
0010	113	C E A - 4-H	\$15,068.00	\$0.00	\$15,068.00	0.045	\$678.00	\$0.00	\$15,746.00	\$15,746.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,746.00
0011	114	RECEPTIONIST	\$13,531.00	\$0.00	\$13,531.00	0.0675	\$913.00	\$0.00	\$14,444.00	\$14,444.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,444.00
Total			\$238,165.00	\$0.00	\$238,165.00		\$12,018.00	\$0.00	\$250,183.00	\$244,214.00	\$0.00	\$0.00	\$0.00	\$17,387.00	\$0.00	\$261,601.00

w/b \$18,713.00

Slot 380-001-007 will reflect \$1,326.00 in Auto Allowance pending CC approval and submittal of appropriate documentation (Employee Change of Status).

AI-6282

8.A.

**Acceptance of Contract
CC REGULAR**

Date: 10/30/2007
Submitted By: Mari Gutierrez, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

1. Approval to accept grant award for the National Recreational Trails Grant from the Texas Parks & Wildlife in the total amount of \$127,266.70 for the period of October 30, 2007 through August 31, 2010.
2. Approval to appropriate funds in the total amount of \$127,266.70 for the period of October 30, 2007 to August 31, 2010 (account no. 7-1287-452-00-110-071-0-XXX) including County cash match (100,000.00 State funding; 27,266.70 County cash match).
3. Approval of interfund transfer from Countywide Administration - Contingency (1100) to National Recreational Trails Grant (1287) in the amount of \$27,266.70.

BACKGROUND

State funding is 100,000.00 (79%); County cash match is 27,266.70 (21%). Grant will be used to construct a recreational trail and install benches and trash cans from Bryan Rd. to Shary Rd. (Pct. 3). Allocation is going to be for object codes 739, 664, and 899.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1287-452-00-110-071-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$127,266.70 (State funding 100,000.00, County match 27,266.70) for the National Recreational Trails Grant.

Revenue Acct #7-1287-334-10-110-071-0-000- National Recreational Trails Grant Revenues.

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899 --> 7-1100-491-01-000-287-8-891 \$27,266.70, Available Balance as of 10-26-07 \$1,958,142.27.

Attachments

Link: 6282 National
Recreational Trail Grant

Link: [interfund tranfer](#)

Link: [budget amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/26/2007 05:11 PM	PEND
2	Ivan Cantu	Ivan Cantu	10/26/2007 05:01 PM	APRV
3	Purchasing Department		10/26/2007 05:11 PM	NEW
Form Started By: Mari Gutierrez			Started On: 10/26/2007 11:53 AM	
Final Approval Date: 10/26/2007				

RECEIVED
AUG 27 2007
COUNTY JUDGE



August 24, 2007

Mr. Chris Trevino
Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

COMMISSIONERS

JOSEPH B.C. FITZSIMONS
CHAIRMAN
SAN ANTONIO

DONATO D. RAMOS
VICE-CHAIRMAN
LAREDO

MARK E. BIVINS
AMARILLO

J. ROBERT BROWN
EL PASO

T. DAN FRIEDKIN
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NED S. HOLMES
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PETER M. MOLT
SAN ANTONIO

PHILIP MONTGOMERY
DALLAS

JOHN D. PARKER
LUFKIN

LEE M. BASS
CHAIRMAN-EMERITUS
FORT WORTH

ROBERT L. COOK
EXECUTIVE DIRECTOR

Dear Mr. Trevino:

I am pleased to inform you that earlier today the Texas Parks and Wildlife Commission awarded National Recreational Trails Grant funds and your Hidalgo County Trails project was awarded \$100,000 of grant funding. Congratulations, competition for funding was fierce with over twice the request for funds as funds available.

We now begin environmental and historical resource reviews of the awarded projects. After these reviews are completed, I will make arrangements to meet with you and view the trail site and proposed work to be accomplished with the grant funds. At this time, you will receive copies of our billing procedures and a project agreement to execute.

→ \$25,000 cash match

Please remember that this program will only reimburse you for 80% of the project cost, up to the amount approved, for costs incurred after the project agreement has been fully executed. Do not start your project or incur any costs until this agreement is signed by all parties. By law, you can not be reimbursed for costs incurred prior to the execution of the project agreement.

Please feel free to contact me at (512) 912-7128 if you have any questions. Again, congratulations for developing such a worthy trail project and compiling a successful grant application.

Sincerely,

Andrew Goldbloom
Program Manager

Enclosure



Take a kid
hunting or fishing

• • •

Visit a state park
or historic site

COST ESTIMATE FOR CITY OF McALLEN WALK/HIKE PATH

PHASE I - Walk/Hike Path (Bryan Rd to Shary Rd)						
	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT	
	A1	Grubbing and removal (14' Wide removal)	14,800	SY	\$0.50	\$7,400.00
	A2	4" Crushed Granite with Sealer (8' Wide Path)	9,514	LF	\$10.50	\$99,897.00
	A3	Concrete Bench with Small Roof Structure	3	EA	\$2,500.00	\$7,500.00
	A4	Trash Cans	3	EA	\$300.00	\$900.00
		SUBTOTAL				\$115,697.00
899 →		10% Contingency				\$11,569.70
		TOTAL PHASE I IMPROVEMENTS COST:				\$127,266.70

\$100,000.00 → State TPW

\$ 27,266.70 →

PHASE II - Walk/Hike Path (Conway Ave to Bryan Rd)						
	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT	
	B1	Grubbing and removal (14' Wide removal)	10,752	SY	\$0.70	\$7,526.40
	B2	4" Crushed Granite with Sealer (8' Wide Path)	6,912	LF	\$11.00	\$76,032.00
	B3	Concrete Bench with Small Roof Structure	3	EA	\$2,750.00	\$8,250.00
	B4	Trash Cans	3	EA	\$400.00	\$1,200.00
		SUBTOTAL				\$93,008.40
		10% Contingency				\$9,300.84
		TOTAL PHASE II IMPROVEMENTS COST:				\$102,309.24

TEXAS PARKS AND WILDLIFE DEPARTMENT
NATIONAL RECREATIONAL TRAILS FUND AGREEMENT

This agreement between Texas Parks and Wildlife Department (hereinafter TPWD) and Hidalgo County (hereinafter Sponsor) for construction of a recreational trail in Hidalgo County, Texas is made under Texas Recreational Trails Fund.

BACKGROUND

The TPWD Recreational Trails Program, which administers the Texas Recreational Trails Fund (hereinafter TRTF) made available under the National Recreational Trails Act (hereinafter The Act), awards reimbursement-type grants to eligible public entities and private organizations to be used on trails and trail-related projects. To be eligible, the project must have been planned and developed under existing federal laws and state laws, and all related policies and administrative procedures; and

Hidalgo County, eligible under The Act, made a grant application for a suitable trail project and was awarded a TRTF grant.

THEREFORE, for and in consideration of the mutual covenants and benefits hereof, TPWD and the Sponsor hereby agree as follows:

TERMS

Sponsor will conduct resource assessments, construct a 9,500 linear foot long +/- recreational trail and install benches and trash cans along the drainage structure from Bryan Road to Shary Road in accordance with approved plan (hereinafter the Project) by August 31, 2010.

While doing any work under the terms of this agreement, Sponsor will adhere to all requirements established for the National Recreational Trails Fund including those set out in Procedural Guidelines, Project Development and Grant Reimbursement Procedures, and Acquisition Project Procedures and by the signature of its authorized agent below asserts that it had read all of the foregoing requirements.

The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color, national origin, age, sex or disability.

Sponsor will properly and adequately maintain the Project into the foreseeable future so that it is available and safe for use by the public.

TPWD and Sponsor agree that the total cost of the Project is estimated to be One Hundred Twenty Five Thousand Dollars (\$125,000) and that reimbursement to Sponsor for work performed under this agreement will not exceed Eighty Percent (80%) of the project cost up to the grant funds approved, One Hundred Thousand Dollars (\$100,000). Sponsor will be paid up to \$100,000 after submitting acceptable billings to TPWD for approved work

Sponsor may begin site planning and resource assessment work after execution of this agreement. After the project is cleared of resource impacts, by TPWD, the Texas Historical Commission and the U.S. Fish and Wildlife Service for potential impacts to natural and cultural resources, the Sponsor will receive a notice to proceed with construction. Any construction activities conducted prior to receiving the notice to proceed, will not be eligible for reimbursement.

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to the Texas Parks and Wildlife Department. The performance period of this contract may be extended up to twelve months by mutual agreement of both parties.

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, 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 include in any subcontract it awards.

This agreement will be in effect on the last date of the signatures below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

Date: _____

HIDALGO COUNTY

Date: _____

DATE: October 26, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: BUDGET & MANAGEMENT c/o COUNTY JUDGE'S OFFICE

ACCOUNT NUMBER: 7-1287-452-00-110-071-0-XXX

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code,

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
7-1287-452-00-110-071-0- 739	NATIONAL RECREATIONAL-OTHER STRUCTURES	114,797.00
7-1287-452-00-110-071-0- 664	NATIONAL RECREATIONAL- OTHER MINOR EQUIP.	\$900.00
7-1287-452-00-110-071-0- 899	NATIONAL RECREATIONAL-CONTINGENCY	11,569.70
	TOTAL APPROPRIATIONS	127,266.70
7-1287-334-10-110-071-0- 000	NATIONAL RECREATIONAL GRANT REVENUE	100,000.00
7-1287-391-01-000-100-0- 000	TRANSFERS IN-GENERAL FUND	27,266.70
	TOTAL REVENUE	127,266.70
	TOTAL BUDGET INCREASE (DECREASE)	

REASON: To appropriate funds for the National Recreational Trails Grant for the period 10-30-07 to 8-31-2010 for the County Judge's office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-6286
Resolution
CC REGULAR

8.B.

Date: 10/30/2007
Submitted By: Mari Gutierrez, COUNTY JUDGE
Submitted For: Mari Gutierrez
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Resolution honoring Godfrey Garza for his outstanding performance as Flood Plain Administrator for Hidalgo County

BACKGROUND

Resolution being prepared by Steve Crain, Atlas & Hall

Fiscal Impact

Attachments

Link: [Resolution](#)

Form Routing/Status

Form Started By: Mari Gutierrez Started On: 10/26/2007 03:00 PM
Final Approval Date: 10/26/2007

STATE OF TEXAS §
COUNTY OF HIDALGO §

RESOLUTION

WHEREAS, Godfrey Garza, Jr. is the floodplain administrator for Hidalgo County, Texas; and

WHEREAS, The Lightning Rod is the official newsletter of the Texas Floodplain Management Association; and

WHEREAS, in the September 12, 2007 edition of The Lightning Rod two Floodplain Managers in all of Texas were recognized; and

WHEREAS, Godfrey Garza, Jr. was recognized in The Lightning Rod for developing a GIS-based permit tracking system which shows project locations, permit applications and elevations certificates; and

NOW THEREFORE, LET IT BE RESOLVED, that the Hidalgo County Commissioners' Court hereby recognizes Godfrey Garza, Jr. for his work in developing a GIS-based permit tracking system and the recognition Godfrey Garza, Jr. brings on himself as floodplain administrator as well as the recognition that Godfrey Garza, Jr. brings on Hidalgo County, Texas through his recognition by The Lightning Rod.

APPROVED this 30th day of October, 2007.

HIDALGO COUNTY COMMISSIONERS' COURT

HON. JUAN D. SALINAS, III
Hidalgo County Judge

SYLVIA S. HANDY
County Commissioner, Pct. 1

JOE M. FLORES
County Commissioner, Pct. 3

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

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

ATTEST:

ARTURO GUAJARDO, JR.
Hidalgo County Clerk

AI-6228

9.A.

Home Rehab appl.

CC REGULAR

Date: 10/30/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

Requesting approval to cancel application for Oralia Lopez, at the request of homeowner.

BACKGROUND

The following family is being recommended for cancellation by the Housing Rehab Staff and as per homeowner's request. Letter from family was hand delivered on October 19, 2007.

<u>APPLICANT</u> <u>PROPERTY</u>	<u>CASE NUMBER</u>	<u>CITY</u>	<u>FUNDING YR.</u>	<u>LOCATION OF</u>
Oralia D. Lopez Townsite Reconstruct County, TX Deferred Loan - Elderly	CW 85-07-18	Countywide Precinct #1	HOME 2006	All of Lot 5, Blk. 42, of Rollo, Hidalgo

Fiscal Impact

Attachments

Link: [letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 05:39 PM	APRV
2	Purchasing Department	Moises Salazar	10/25/2007 06:57 AM	APRV
3	Auditor's Office	Becky Morales	10/26/2007 11:19 AM	APRV
4	Court Administrator	Monica Badillo	10/26/2007 11:52 AM	APRV
Form Started By: Estella Webber			Started On: 10/24/2007 03:03 PM	
Final Approval Date: 10/26/2007				

October 19, 2007

To whom it may concern:

I Oralia Lopez am canceling my application with the Urban County Program due to the following reason: plans that were shown to me on Monday October 15, 2007, showed the bedrooms were to small. I also did not like the design of the home.

Oralia Lopez

AI-6231

9.B.

Public Hearing - Pct. #2

CC REGULAR

Date: 10/30/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

Public Hearing concerning a proposed Budget & Program Amendment for Urban County Program FY 19 (2006) and FY 20 (2007) for Hidalgo County Precinct No. 2. The proposed amendment will increase funds for the Street Improvement line items.

BACKGROUND

The proposed amendment for Hidalgo County Precinct No. 2 will increase funds for the Street Improvement line items in UCP Year 19 (2006) and Year 20 (2007) for the construction of streets in South Tower Estates Subdivision located within Precinct No. 2 boundaries.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 05:37 PM	APRV
2	Dale Kennan	Dale Kennan	10/26/2007 08:53 AM	APRV
3	Purchasing Department	Marty Salazar	10/26/2007 02:18 PM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Estella Webber
Started On: 10/24/2007 03:20 PM

Final Approval Date: 10/26/2007

AI-6242

9.C.

Amendment Approval - Pct. # 2

CC REGULAR

Date: 10/30/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Information

CAPTION

Requesting approval of a Budget & Program Amendment for Hidalgo County Precinct No. 2 to increase Urban County Program Year 19 (2006) & Year 20 (2007) Street Improvement line items.

BACKGROUND

The Budget & Program Amendment for Hidalgo County Precinct No. 2, Urban County Program Year 19 (2006) & Year 20 (2007) will increase the street improvement line items for the reconstruction of streets in South Tower Estates Subdivision. A Public Hearing was held on October 30, 2007 at 9:30 a.m., and citizen participation requirements have been met.

See attached detailed amendment.

Year 19 (2006) The proposed amendment will Decrease the Youth Services line item by \$1,575.00 allocated to Rio Bravo Youth Soccer Club and transfer the

funds into the Street Improvement line item.

The proposed amendment will Add to the existing workplan for Street Improvements: the reconstruction of streets in the South Tower Estates Subdivision to include, but not limited to, paving of streets, curb and gutter, drainage, sidewalks, lighting and other related appurtenances.

Year 20 (2007) The proposed amendment will Decrease the General Administration line

item by \$13,569.00 and transfer funds into the Street Improvement line item.

The proposed amendment will Add to the existing work plan for Street Improvements: the reconstruction of streets in the South Tower Estates Subdivision to include, but not limited to, paving of streets, curb and gutter, drainage, sidewalks, lighting and any other related appurtenances.

Fiscal Impact

Attachments

Link: [Pct. 2](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 05:28 PM	APRV
2	Purchasing Department	Moises Salazar	10/25/2007 06:58 AM	APRV
3	Auditor's Office	Becky Morales	10/26/2007 11:23 AM	APRV
4	Court Administrator	Monica Badillo	10/26/2007 02:43 PM	APRV

Form Started By: Estella Webber

Started On: 10/24/2007 04:15
PM

Final Approval Date: 10/26/2007

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT #2
 URBAN COUNTY PROGRAM
 PROGRAM AMENDMENT

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, PRECINCT #2 WILL CONDUCT A PUBLIC HEARING TO SOLICIT INPUT FROM INTERESTED PARTIES ON THE PRECINCT'S PROPOSED PROGRAM AMENDMENT TO ITS URBAN COUNTY PROGRAM YEAR 19 (2006) AND YEAR 20 (2007).

THE PUBLIC HEARING WILL BE HELD ON TUESDAY, OCTOBER 30, 2007 AT 9:30 A.M. AT THE HIDALGO COUNTY COMMISSIONERS' COURT MEETING ROOM LOCATED AT 100 EAST CANO, 1ST FLOOR, EDINBURG, TEXAS 78539.

THE FOLLOWING IS THE PROPOSED PROGRAM AMENDMENT FOR YOUR CONSIDERATION:

EXISTING BUDGET	UCP YR 19 (2006) ACTIVITIES	PROPOSED BUDGET
\$ 178,476.90	PARKS, RECREATIONAL FACILITIES	\$178,476.90
\$ 200,000.00	STREET IMPROVEMENTS (+\$1,575.00)	\$201,575.00
\$ 5,754.00	PUBLIC SERVICES	\$ 5,754.00
\$ 7,282.37	SENIOR SERVICES	\$ 7,282.37
\$ 40,829.35	YOUTH SERVICES (-\$1,575.00)	\$ 39,254.35
\$ 9,000.00	TRANSPORTATION SERVICES	\$ 9,000.00
\$ 4,748.70	BATTERED & ABUSED SPOUSES	\$ 4,748.70
\$ 6,750.00	CRIME AWARENESS	\$ 6,750.00
\$ 24,750.00	ABUSED & NEGLECTED CHILDREN	\$ 24,750.00
\$ 2,620.68	GENERAL ADMINISTRATION	\$ 2,620.68
\$ 480,212.00	TOTAL	\$480,212.00

THE PROPOSED AMENDMENT WILL **DECREASE** THE YOUTH SERVICES LINE ITEM BY \$1,575.00 ALLOCATED TO RIO BRAVO YOUTH SOCCER CLUB AND TRANSFER THE FUNDS INTO THE STREET IMPROVEMENT LINE ITEM.

THE PROPOSED AMENDMENT WILL **ADD** TO THE EXISTING WORK PLAN FOR STREET IMPROVEMENTS: *THE RECONSTRUCTION OF STREETS IN THE SOUTH TOWER ESTATES SUBDIVISION TO INCLUDE, BUT NOT LIMITED TO, PAVING OF STREETS, CURB AND GUTTER, DRAINAGE, SIDEWALKS, LIGHTING AND ANY OTHER RELATED APPURTENANCES.*

EXISTING BUDGET	UCP YR 20 (2007) ACTIVITIES	PROPOSED BUDGET
\$ 105,569.00	PARKS, RECREATIONAL FACILITIES	\$105,569.00
\$ 170,824.00	STREET IMPROVEMENTS (+\$13,569.00)	\$184,393.00
\$ 59,517.00	SIDEWALKS	\$ 59,517.00
\$ 6,750.00	PUBLIC SERVICES	\$ 6,750.00
\$ 9,000.00	SENIOR SERVICES	\$ 9,000.00
\$ 40,500.00	YOUTH SERVICES	\$ 40,500.00
\$ 9,000.00	TRANSPORTATION SERVICES	\$ 9,000.00
\$ 13,500.00	BATTERED & ABUSED SPOUSES	\$ 13,500.00
\$ 6,750.00	CRIME AWARENESS	\$ 6,750.00
\$ 24,750.00	ABUSED & NEGLECTED CHILDREN	\$ 24,750.00
\$ 10,000.00	E/D TECHNICAL ASSISTANCE	\$ 10,000.00
\$ 23,569.00	GENERAL ADMINISTRATION (-\$13,569.00)	\$ 10,000.00
\$ 479,729.00	TOTAL	\$479,729.00

THE PROPOSED AMENDMENT WILL **DECREASE** THE GENERAL ADMINISTRATION LINE ITEM BY \$13,569.00 AND TRANSFER FUNDS INTO THE STREET IMPROVEMENT LINE ITEM.

THE PROPOSED AMENDMENT WILL **ADD** TO THE EXISTING WORK PLAN FOR STREET IMPROVEMENTS: *THE RECONSTRUCTION OF STREETS IN THE SOUTH TOWER ESTATES SUBDIVISION TO INCLUDE, BUT NOT LIMITED TO, PAVING OF STREETS, CURB AND GUTTER, DRAINAGE, SIDEWALKS, LIGHTING AND ANY OTHER RELATED APPURTENANCES.*

·ACCOMMODATIONS FOR INDIVIDUALS WITH HANDICAPS SHALL BE PROVIDED UPON REQUEST.

LAS PRESENTACIONES SE HARAN EN ESPANOL PARA AQUELLAS PERSONAS QUE ASI LO DESEEN.

FOR MORE INFORMATION, PLEASE COME BY OUR OFFICE OR CALL (956) 787-1891. WRITTEN COMMENTS CAN BE FORWARDED TO:

**COMMISSIONER HECTOR "TITO" PALACIOS
301 EAST STATE STREET
PHARR, TEXAS 78577**

AI-6280

10.A.

**Creation of 4 Temporary Deputy Clerk Positions
CC REGULAR**

Date: 10/30/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: County Clerk's Office
Department: BUDGET & MANAGEMENT
Agenda Area: County Clerk

Information

CAPTION

County Clerk's- Record Archive

1. Discussion, consideration and approval to create four (4) Temporary F/T Deputy Clerk positions and set salary at \$20,800.00/ \$10.00 per hour. Positions not to exceed six months and or 12/31/2007.

180-002-T001	DEPUTY CLERK
180-002-T002	DEPUTY CLERK
180-002-T003	DEPUTY CLERK
180-002-T004	DEPUTY CLERK

- 2. Approval of intradepartmental transfer in the amount of \$15,597.13 (1100).
- 3. Approval of salary schedule

BACKGROUND

The County Clerk's Office has experienced an increase in workload in the birth certificate department due to federal passport regulation and is in need of office clerical support.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-40-180-002-0-341
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

\$ 725,360.00 available balance as of 10/26/07. RC

Attachments

- Link: [Job Description](#)
- Link: [Fiscal Note](#)
- Link: [Intradepartmental Transfer](#)
- Link: [Salary Schedule](#)

Form Routing/Status

Route Seq Inbox	Approved By Date	Status
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1	Budget & Management	Dina Trevino	10/26/2007 02:47 PM	APRV
2	Dale Kennan	Dale Kennan	10/26/2007 04:32 PM	APRV
3	Purchasing Department		10/26/2007 05:11 PM	NEW

Form Started By: Rosie Cantu

Started On: 10/26/2007 11:27 AM

Final Approval Date: 10/26/2007

HIDALGO COUNTY COUNTY CLERK'S OFFICE

Job Title:	Deputy Clerk Full Time Temporary	FSLA Status:	Non-Exempt
Department: 180		Civil Service Status:	Non-Exempt

SUMMARY

Performs a variety of clerical functions which follow established procedures and which may require some judgment and assistance to defendants, attorney, the general public and/or fellow staff. Most work procedures are pre-established and on the job training is provided. The County Clerk may set new procedures and/or changes as needed and deputy Clerks are expected to adjust to any changes implemented.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Ability to type correspondence and other documents and materials using a typewriter and/or processing software.
- Performs general clerical duties as required, including filing, indexing and recording, making copies, sorting, stuffing and mailing documents.
- Ability to assist the public in person or by telephone, convey messages, make telephone calls, faxes and distribute mail.
- Proofreads, records and conducts research as needed on property records and on every document available for public review in the County Clerk's Office.
- Assists the public by answering questions on all real, personal and criminal correspondence.
- Must have good communication skills.
- Must be flexible and available, if assigned to perform other duties in other departments which may include any of the following: Deed records, Civil, Probate, Collections, Marriage, Accounting, Criminal, Vital Statistics, Assumed Name Records and Commissioner's Court.
- Must be able to work overtime when required.
- Ability to work well with others including vendors, fellow employees, elected officials and department heads.
- Must be able to accept and follow written and/or oral instructions.
- Must be willing and able to follow all Civil Service rules.
- Regular and timely attendance is a must.
- Performs such other duties as may be assigned.

QUALIFICATION REQUIREMENTS

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

2007 OCT 26 PM 1 21

HIDALGO COUNTY
BUDGET OFFICE

EDUCATION and/or EXPERIENCE

- High school diploma or general education degree (GED) with typing courses, plus a minimum of one (1) year of responsible clerical work experience, preferably with governmental entity;
OR
- Any equivalent combination of experience and training which provided the required knowledge, skills and abilities.
- Bilingual is preferred.

OTHER SKILLS AND ABILITIES

- Ability to read, interpret and accept documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to fill out reports and answer routing correspondence. Ability to speak effectively to the public.
- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- 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 and duties of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and job duties.

While performing the duties of this job, the employee is required to stand, sit, and use his/her hands. The employee may be required to handle or feel objects, tools, or controls, and to talk and listen extensively. The employee is required to reach with hands and arms, climb or balance, stoop or kneel.

The employee must occasionally lift and/or move up to thirty-five (35) pounds. Specific vision abilities required by this job include close vision and the ability to focus and read standard font characters.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

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 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 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 30, 2007

Agenda Item: AI-6280

Summary of request/proposal: The County Clerk's Office is requesting approval to create four (4) Temporary F/T Deputy Clerk positions and set salary at \$20,800.00/ \$10.00 per hour. Positions not to exceed six months and or 12/31/2007. The County Clerk's Office has experienced an increase in workload in the birth certificate department due to federal passport regulation and is in need of office clerical support.

<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	DEPUTY CLERK	T001	121	\$0.00	\$20,800.00	\$20,800.00
1100	DEPUTY CLERK	T002	121	\$0.00	\$20,800.00	\$20,800.00
1100	DEPUTY CLERK	T003	121	\$0.00	\$20,800.00	\$20,800.00
1100	DEPUTY CLERK	T004	121	\$0.00	\$20,800.00	\$20,800.00
				<u>\$0.00</u>	<u>\$83,200.00</u>	<u>\$83,200.00</u>

Budgetary Impact:

<u>INCREASE/DECREASE ACCOUNT NUMBER</u>	<u>ACCOUNT (OBJECT) NAME</u>	<u>AMOUNT</u>
7-1100-415-40-180-002-0-121	CO CLERK RECORD. ARC.- TEMP F/T EMPLOYEES	\$14,344.83
7-1100-415-40-180-002-0-211	CO CLERK RECORD. ARC.- HEALTH INSURANCE	-
7-1100-415-40-180-002-0-212	CO CLERK RECORD. ARC.- LIFE INSURANCE	-
7-1100-415-40-180-002-0-220	CO CLERK RECORD. ARC.- FICA	\$1,097.38
7-1100-415-40-180-002-0-230	CO CLERK RECORD. ARC.- RETIREMENT	-
7-1100-415-40-180-002-0-250	CO CLERK RECORD. ARC.- UNEMPLOYMENT COMP	\$71.72
7-1100-415-40-180-002-0-260	CO CLERK RECORD. ARC.- WORKER'S COMP	\$83.20
		\$15,597.13

2008 Budgetary Impact: N/A

Possible Funding Sources: FUNDING SOURCE HAS BEEN IDENTIFIED

Budget Office Recommendation:

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 10/26/2007

AI- 6280

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT. OF BUDGET & MANAGEMENT
FOR COUNTY CLERK'S OFFICE- RECORDS ARCHIVE

ACCOUNT NUMBER: 7-1100-415-40-180-002-0-XXX

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
341	DATA PROCESSING	121	TEMP F/T EMPLOYEES	14,344.83
341	DATA PROCESSING	220	FICA	\$1,097.38
341	DATA PROCESSING	250	UNEMPLOYMENT COMP	\$71.72
341	DATA PROCESSING	260	WORKERS COMP	\$83.20
			TOTAL	\$15,597.13

REASON: INTRA-DEPARTMENTAL TRANSFER TO FUND CREATION OF 4 TEMPORARY F/T POSITIONS TO HELP ASSIST WITH INCREASED WORLOAD AT THE BIRTH CERTIFICATE DEPARTMENT DUE TO FEDERAL PASSPORT REGULATION. SALARIES AND RELATED FRINGES HAVE BEEN PRORATED FROM 10/30/2007 THROUGH 12/31/2007.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

7-1100-415-40-180-002-0-
CO CLERK RECORD ARCHIVE

AI-6280

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	
T001	121	DEPUTY CLERK	\$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
T002	121	DEPUTY CLERK	\$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
T003	121	DEPUTY CLERK	\$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
T004	121	DEPUTY CLERK	\$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			\$0.00	\$20,800.00	\$20,800.00		\$0.00	\$0.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PROPOSED NEW TEMPORARY FULL TIME POSITIONS, SLOTS 180-001-T001, -T002, -T003, -T004

AI-6193
Self Assessment
CC REGULAR

11.A.

Date: 10/30/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval of Self Assessment Report

BACKGROUND

Policy Council Approval: 10/10/07

Fiscal Impact

Attachments

Link: [Self Assessment Findings](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 04:41 PM	APRV
2	Purchasing Department	Moises Salazar	10/25/2007 06:27 AM	APRV
3	Auditor's Office	Becky Morales	10/26/2007 11:25 AM	APRV
4	Court Administrator	Monica Badillo	10/26/2007 11:52 AM	APRV

Form Started By: Linda Galaviz
Started On: 10/23/2007 04:13 PM

Final Approval Date: 10/26/2007

Head Start Review Report

Hidalgo County Head Start Program

06CH0183

Overview Information

Review Type:	Other
Organization:	Governmental
Program Type:	Head Start
TL:	Shelly R. Hinojosa
Program Specialist:	Alfredo C. Huerta
Purpose:	Self-Assessment
Funded Enrollment:	3,570
Actual Enrollment:	3,570
Under Enrollment:	0

1304.20 Child Health and Development Services

There were no areas of noncompliance in the core questions on Child Health and Development.

1304.22 Child Health and Safety

There were no areas of noncompliance in the core questions on Child Health and Safety.

Head Start Review Report

1304.23 Child Nutrition

There were no areas of noncompliance in the core questions on Child Nutrition.

1304.22 Safe Environments

There were no areas of noncompliance in the core questions on Safe Environments.

1308.18 Services with Children with Disabilities

There were no areas of noncompliance in the core questions on Disabilities Services.

1304.24 Child Mental Health

There were no areas of noncompliance in the core questions on Mental Health.

1304.40 Family and community Services

There were no areas of noncompliance in the core questions on Family and Community Services.

Head Start Review Report

1310 Head Start Transportation

There were no areas of noncompliance in the core questions on Transportation Services.

1304.21 Education and Early Childhood Development

There were no areas of noncompliance in the core questions on Education and Early Childhood Development.

1301 Fiscal Management

There were no areas of noncompliance in the core questions on Fiscal Management.

1304.50 Program Design and Management

There were no areas of noncompliance in the core questions on Program Design and Management.

-----End of Report-----

AI-6207

11.B.

Financial Reports

CC REGULAR

Date: 10/30/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval of Head Start Financial Reports for 2007

BACKGROUND

Financial Reports are approved monthly by Policy Council

Fiscal Impact

Attachments

Link: [Financial Reports](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 04:47 PM	APRV
2	Purchasing Department	Moises Salazar	10/25/2007 06:30 AM	APRV
3	Auditor's Office	Becky Morales	10/26/2007 11:28 AM	APRV
4	Court Administrator	Monica Badillo	10/26/2007 11:52 AM	APRV

Form Started By: Linda Galaviz

Started On: 10/24/2007 11:31 AM

Final Approval Date: 10/26/2007

**Hidalgo County Head Start Program
 Encumbrance Budget Report
 2007 POLICY COUNCIL BUDGET
 From 1/1/2007 Through 1/31/2007**

Account		Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget	
Code	Account Title					Remaining	Current Actual
01	SALARIES	14,611,960.79	546,799.05	0.00	14,065,161.74	96.26%	546,799.05
02	FRINGE BENEFITS	5,819,399.06	333,083.21	0.00	5,486,315.85	94.28%	333,083.21
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
05	SUPPLIES	768,722.85	73,859.94	36,081.86	658,781.05	85.70%	73,859.94
06	OTHER COST	<u>1,676,732.30</u>	<u>84,637.27</u>	<u>31,829.01</u>	<u>1,560,266.02</u>	<u>93.05%</u>	<u>84,637.27</u>
Report Total		<u>22,886,815.00</u>	<u>1,038,379.47</u>	<u>67,910.87</u>	<u>21,780,524.66</u>	<u>95.17%</u>	<u>1,038,379.47</u>

Hidalgo County Head Start Program
 Encumbrance Budget Report - 2007 POLICY COUNCIL BUDGET
 From 2/1/2007 Through 2/28/2007

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget	Current Actual
01	SALARIES	14,611,960.79	1,639,881.56	0.00	12,972,079.23	88.77%	1,093,082.51
02	FRINGE BENEFITS	5,819,399.06	780,085.08	0.00	5,039,313.98	86.59%	447,001.87
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	136,956.79	91,414.35	540,351.71	82.18%	63,096.85
06	OTHER COST	1,676,732.30	196,918.55	83,697.67	1,396,116.08	88.25%	112,281.28
Report Total		<u>22,886,815.00</u>	<u>2,753,841.98</u>	<u>175,112.02</u>	<u>19,957,861.00</u>	<u>87.20%</u>	<u>1,715,462.51</u>

Hidalgo County Head Start Program
Encumbrance Budget Report - 2007 POLICY COUNCIL BUDGET
From 3/1/2007 Through 3/31/2007

Account Code	Account Title	Total Budget	YTD Actual	YTD		Percent Total Budget Remaining	Current Actual
				Encumbrance	Total Budget Variance		
01	SALARIES	14,611,960.79	3,263,103.57	0.00	11,348,857.22	77.67%	1,623,222.01
02	FRINGE BENEFITS	5,819,399.06	1,306,286.84	0.00	4,513,112.22	77.55%	526,201.76
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	273,983.44	121,197.50	373,541.91	48.59%	137,026.65
06	OTHER COST	<u>1,676,732.30</u>	<u>397,595.06</u>	<u>154,331.93</u>	<u>1,124,805.31</u>	<u>67.08%</u>	<u>200,676.51</u>
Totals		<u>22,886,815.00</u>	<u>5,240,968.91</u>	<u>275,529.43</u>	<u>17,370,316.66</u>	<u>75.90%</u>	<u>2,487,126.93</u>

Hidalgo County Head Start Program
Encumbrance Budget Report - 2007 POLICY COUNCIL BUDGET
From 4/1/2007 Through 4/30/2007

Account Code	Account Title	Total Budget	YTD Actual	YTD		Percent Total Budget Remaining	Current Actual
				Encumbrance	Total Budget Variance		
01	SALARIES	14,611,960.79	4,351,828.93	0.00	10,260,131.86	70.21%	1,088,738.89
02	FRINGE BENEFITS	5,819,399.06	1,709,204.34	0.00	4,110,194.72	70.62%	424,467.37
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	353,187.51	154,449.61	261,085.73	54.05%	79,204.07
06	OTHER COST	<u>1,676,732.30</u>	<u>515,918.72</u>	<u>182,539.83</u>	<u>978,273.75</u>	<u>69.23%</u>	<u>128,061.86</u>
Report Total		<u>22,886,815.00</u>	<u>6,930,139.50</u>	<u>336,989.44</u>	<u>15,619,686.06</u>	<u>68.25%</u>	<u>1,720,472.19</u>

Hidalgo County Head Start Program
 Encumbrance Budget Report - 2007 POLICY COUNCIL BUDGET
 From 5/1/2007 Through 5/31/2007

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget Remaining	Current Actual
01	SALARIES	14,611,960.79	5,446,454.01	0.00	9,165,506.78	62.72%	1,094,625.08
02	FRINGE BENEFITS	5,819,399.06	2,148,361.61	0.00	3,671,037.45	63.08%	439,157.27
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	456,886.46	108,679.07	203,157.32	40.56%	103,698.95
06	OTHER COST	<u>1,676,732.30</u>	<u>772,599.26</u>	<u>166,774.87</u>	<u>737,358.17</u>	<u>53.92%</u>	<u>256,537.88</u>
Report Total		<u>22,886,815.00</u>	<u>8,824,301.34</u>	<u>275,453.94</u>	<u>13,787,059.72</u>	<u>60.24%</u>	<u>1,894,019.18</u>

**Hidalgo County Head Start Program
Encumbrance Budget Report - 2007 Policy Council Budget
From 6/1/2007 Through 6/30/2007**

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget	Current Actual
01	SALARIES	14,611,960.79	7,062,475.70	0.00	7,549,485.09	51.66%	1,617,034.49
02	FRINGE BENEFITS	5,819,399.06	2,658,722.79	0.00	3,160,676.27	54.31%	510,884.81
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	490,884.41	155,828.94	122,009.50	36.14%	33,953.49
06	OTHER COST	<u>1,676,732.30</u>	<u>899,506.04</u>	<u>183,080.94</u>	<u>\$ 594,145.32</u>	46.35%	<u>126,531.94</u>
Report Total		<u>22,886,815.00</u>	<u>11,111,588.94</u>	<u>338,909.88</u>	<u>11,436,316.18</u>	<u>49.97%</u>	<u>2,288,404.73</u>

Hidalgo County Head Start Program
Encumbrance Budget Report - 2007 POLICY COUNCIL BUDGET
From 7/1/2007 Through 7/31/2007

Account Code	Account Title	Total Budget	YTD Actual	YTD		Percent Total Budget Remaining	Current Actual
				Encumbrance	Total Budget Variance		
01	SALARIES	14,611,960.79	7,591,422.11	0.00	7,020,538.68	48.04%	529,011.41
02	FRINGE BENEFITS	5,819,399.06	3,003,113.53	0.00	2,816,285.53	48.39%	344,395.14
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	551,482.25	184,672.41	32,568.19	28.25%	61,977.32
06	OTHER COST	<u>1,676,732.30</u>	<u>1,075,062.20</u>	<u>182,420.49</u>	<u>419,249.61</u>	<u>35.88%</u>	<u>174,366.68</u>
Report		<u>22,886,815.00</u>	<u>12,221,080.09</u>	<u>367,092.90</u>	<u>10,298,642.01</u>	<u>45.00%</u>	<u>1,109,750.55</u>

**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>

Hidalgo County Head Start Program
 Encumbrance Budget Report - 2007 POLICY COUNCIL BUDGET
 From 9/1/2007 Through 9/30/2007

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget Remaining	Current Actual
01	SALARIES	14,885,670.11	10,354,371.14	0.00	4,531,298.97	30.44%	1,082,529.25
02	FRINGE BENEFITS	5,885,281.74	3,939,809.07	0.00	1,945,472.67	33.06%	415,021.23
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	738,777.86	15,317.21	14,627.78	1.90%	107,503.80
06	OTHER COST	<u>1,676,732.30</u>	<u>1,281,622.71</u>	<u>38,663.24</u>	<u>356,446.35</u>	<u>21.26%</u>	<u>125,609.27</u>
Report Total		<u>23,226,407.00</u>	<u>16,314,580.78</u>	<u>53,980.45</u>	<u>6,857,845.77</u>	<u>29.53%</u>	<u>1,730,663.55</u>

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO AND THE CITY ALAMO, TEXAS

THIS agreement is made on this the _____ day of _____, 2007, by and between the CITY OF ALAMO, TEXAS, hereinafter referred to as "Alamo" and the COUNTY OF HIDALGO, TEXAS hereinafter referred to as "County", pursuant to the provisions of the Texas Inter-Local Cooperation Act, as follows:

WITNESSETH:

WHEREAS, "Alamo" is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, "County" is a county in the State of Texas;

WHEREAS, the Texas Department of Transportation ("TxDOT") has deemed it necessary to make certain highway improvements to FM 907 from Business 83 to Rancho Blanco (the "Project"), a section of which is within the city limits of Alamo.

WHEREAS, Alamo has been designated by the Texas Department of Transportation (TxDOT") as entities eligible to receive reimbursement for work related to the Project;

WHEREAS, the County and Alamo desire to cooperate in the improvements required to complete the Project this will include the acquisition of certain right-of-way;

WHEREAS, by virtue of TxDOT Minute Order **110722** issued on October 26, 2006, TxDOT granted Alamo a reduction in the required local match for eligible expenses under the Economically Disadvantaged County Program (EDCP);

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

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

1. County agrees to undertake the acquisition of right-of-way for the Project with the city limits and ETJ of Alamo, including but not limited to, required title reports, title policies, appraisals, recording fees, closing costs, the cost of land and condemnation of reimbursement basis.
2. Alamo agrees to the proposition that County receive any and all TxDOT

Project funds or payments originally budgeted by TxDOT for Alamo, to be paid directly to the County as consideration for work performed by the County within the Alamo city limits and ETJ for right-of-way acquisition.

3. Alamo further agrees to reimburse County for any and all expenses not reimbursed directly for right-of-way acquisition including but not limited to the cost of land, Title policies, appraisals, recording fees, closing cost, and any necessary legal services, any other associated expenses incurred by County related to acquisition or condemnation of such right-of-way within the city limits and ETJ of Alamo.

4. County agrees to invoice Alamo for all expenses incurred on Alamo's behalf for the Project for work performed within the city limits and ETJ except for those expenses paid directly by TxDOT to County on Alamo's behalf and agrees to make such payments to County within thirty (30) days of receipt of invoices.

5. TxDOT will coordinate work schedules in order to provide for minimal disruption of traffic and operation during the construction of the Project as described herein.

6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement Performed by each party.

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

8. **No Waiver:** No waiver by ally party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

10. TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF

THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to Alamo: City of Alamo
 Attention: Rudy Villarreal, Mayor
 420 N. Tower Road
 Alamo Texas, 78516

If to Hidalgo: Hidalgo County, Texas
 Attention J.D. Salinas, III, County Judge
 P .O. Box 758
 Edinburg, Texas 78539-0758

With Copy to: Sylvia Handy, Commissioner, Precinct No. 1

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

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

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

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

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

16. **Gender and Number.** All pronouns used in this Agreement shall include

the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

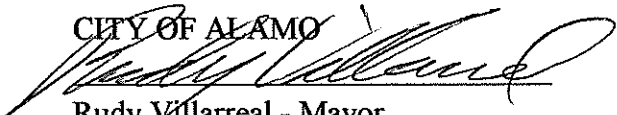
17. Authority to Execute. The execution and performance of this Agreement by Alamo and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Alamo and County in accordance with its terms.

18. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

19. Commitment or Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of these parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex.Loc.Govt. Code Ann §271.903.

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

CITY OF ALAMO


Rudy Villarreal - Mayor

ATTEST:


Margaret Laen
City Secretary

HIDALGO COUNTY

J.D. Salinas III, County Judge

ATTEST:

Arturo Guajardo, County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

AI-6248

14.A.

**Increase Salary for Mechanic III Position
CC REGULAR**

Date: 10/30/2007
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

1. Discussion, consideration and approval to adjust the budgeted salary for one (1) vacant Mechanic III position, slot #122-006-014 from \$29,816 to \$31,816.00, effective next full pay period 11/12/07.
2. Approval of revised salary schedule.

BACKGROUND

See attachment for job duties and description.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1202-431-00-122-006-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available lapsed funding as of 10-25-07. Funding to be covered by lapsed salaries. RC

Attachments

- Link: [Job Description-
Mechanic III](#)
 Link: [Fiscal Note](#)
 Link: [Revised Salary
Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 05:38 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	10/26/2007 09:04 AM	APRV
3	Dina Trevino		10/26/2007 05:11 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 10/24/2007 04:32 PM	
Final Approval Date: 10/26/2007				

**HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED**

JOB TITLE: Mechanic III

FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122

CIVIL SERVICE STATUS: NON-EXEMPT

SUMMARY

Oversees the operation and employees of the County's garage and maintenance shop that is responsible for the repair and general maintenance of all vehicles including all medium- and heavy-class equipment used in the building and maintenance of county road and bridges.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Coordinates and schedules request for vehicle maintenance repairs.
- Knowledge of gas engines, electrical circuits and transmissions
- Coordinates and/or oversees contract services for vehicle repairs not performed at the County level.
- Assists in writing specifications for new equipment and vehicles to be purchased.
- Maintains a working relationship with various vendors for sublet work and parts purchased.
- Maintains shop in good working condition and develops effective safety procedures.
- Decided whether to purchase new, rebuilt, or used parts to repair vehicles and equipment in the shop.
- Purchase supplies and equipment for vehicle and equipment repairs.
- Purchase stock and parts under guidelines and procedures established by the department.
- Oversees maintenance of files on vehicles for quick reference on work orders; for a history of vehicle repairs and parts, and/or lubrication and oil change records.
- Assists in diagnosing and repairing vehicles and equipment as needed.
- Orients new mechanics and recommends appropriate training for them.
- Supervises schedules for subordinate personnel.
- Must be able to prioritize and assign tasks.
- Must be able to troubleshoot.
- Provide technical reports on a weekly and monthly 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. This is a supervisory position and the incumbent must demonstrate on-going competence in being able to delegate responsibility as well as instruct and train employees on proper shop procedure and proper equipment/tool handling and training.

EDUCATION and/or EXPERIENCE

- High School diploma or GED;
- Eight (8) years of increasingly responsible auto repair/welding 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 Motor Vehicle Operators' License;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manual.
- Ability to work independently.
- 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 understand, follow and give oral and written instructions and directives.
- Must be able to perform duties of Mechanic 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 encounter 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.

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 departments' 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 30, 2007

Agenda Item: AI-6248

Summary of request/proposal: Precinct No. 2 Road & Bridge is requesting approval to adjust the budgeted salary for vacant one (1) Mechanic III position, slot #122-006-014 from \$29,816 to \$31,816.00, effective next full pay period 11/12/072.

<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>
1202	MECHANIC III	0014	113	\$29,816.00	\$31,816.00	\$2,000.00
				\$29,816.00	\$31,816.00	\$2,000.00

Budgetary Impact:

<u>INCREASE/DECREASE ACCOUNT NUMBER</u>	<u>ACCOUNT (OBJECT) NAME</u>	<u>AMOUNT</u>
7-1202-431-00-122-006-0-113	PCT.2 P/U RD- PERM F/T EMPLOYEES	\$275.86
7-1202-431-00-122-006-0-211	PCT.2 P/U RD- HEALTH INSURANCE	-
7-1202-431-00-122-006-0-212	PCT.2 P/U RD- LIFE INSURANCE	-
7-1202-431-00-122-006-0-220	PCT.2 P/U RD- FICA	\$21.10
7-1202-431-00-122-006-0-230	PCT.2 P/U RD- RETIREMENT	\$24.61
7-1202-431-00-122-006-0-250	PCT.2 P/U RD- UNEMPLOYMENT COMP	\$1.38
7-1202-431-00-122-006-0-260	PCT.2 P/U RD- WORKER'S COMP	\$15.70
		\$338.65

2008 Budgetary Impact: \$ 2,455.20

Possible Funding Sources: WITHIN DEPT.'S BUDGET- LAPSED FUNDING

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

1202-431-00-122-006-0
PCT.2 P/U RD

AI-6248

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	\$61,646.00	\$0.00	\$61,646.00	0.03	\$1,849.00	\$0.00	\$63,495.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0002	113	FIELD OPER DIR	\$48,140.00	\$0.00	\$48,140.00	0.03	\$1,444.00	\$11,916.00	\$61,500.00	\$61,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,500.00
0003	113	RESEARCH AND DEVELOPMENT DIRECTOR	\$43,600.00	\$0.00	\$43,600.00	0.03	\$1,308.00	\$0.00	\$44,908.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0004	113	EXECUTIVE ASSISTANT	\$40,528.00	\$0.00	\$40,528.00	0.03	\$1,216.00	\$0.00	\$41,744.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0005	113	HR COORDINATOR	\$0.00	\$40,000.00	\$40,000.00	0	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0006	113	SAFETY COORDIN	\$37,428.00	\$0.00	\$37,428.00	0.045	\$1,684.00	\$0.00	\$39,112.00	\$39,112.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,112.00
0007	113	ACCOUNTANT	\$0.00	\$38,000.00	\$38,000.00	0	\$0.00	\$0.00	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0008	113	SPECIAL PROJECT COORDINATOR	\$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
0009	113	ASST FIELD/OP DIR	\$34,682.00	\$0.00	\$34,682.00	0.045	\$1,561.00	\$0.00	\$36,243.00	\$35,553.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,553.00
0010	113	HEAVY EQUIPMENT OPERATOR III	\$31,151.00	\$0.00	\$31,151.00	0.045	\$1,402.00	\$0.00	\$32,553.00	\$32,553.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,553.00
0011	113	HEAVY EQUIPMENT OPERATOR III	\$29,741.00	\$0.00	\$29,741.00	0.068	\$2,008.00	\$0.00	\$31,749.00	\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,000.00
0012	113	HEAVY EQ OP III	\$29,741.00	\$0.00	\$29,741.00	0.068	\$2,008.00	\$0.00	\$31,749.00	\$31,749.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,749.00
0013	113	HEAVY EQ OP III	\$29,741.00	\$0.00	\$29,741.00	0.068	\$2,008.00	\$0.00	\$31,749.00	\$29,696.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,696.00
								s/b \$2,000.00	s/b \$31,816.00							
0014	113	MECHANIC III	\$27,931.00	\$0.00	\$27,931.00	0.1	\$1,885.00	—\$0.00	—\$29,816.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0015	113	OFFICE COORDINATOR	\$27,254.00	\$0.00	\$27,254.00	0.068	\$1,840.00	\$0.00	\$29,094.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0016	113	HEAVY EQUIPMENT OPERATOR II	\$25,566.00	\$0.00	\$25,566.00	0.068	\$1,726.00	\$0.00	\$27,292.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0017	113	MECHANIC II	\$25,397.00	\$0.00	\$25,397.00	0.068	\$1,714.00	\$0.00	\$27,111.00	\$27,111.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,111.00
0018	113	A/P CLERK	\$25,380.00	\$0.00	\$25,380.00	0.068	\$1,713.00	\$0.00	\$27,093.00	\$27,093.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,093.00
0019	113	INVENTORY CLK	\$25,039.00	\$0.00	\$25,039.00	0.068	\$1,690.00	\$0.00	\$26,729.00	\$26,729.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,729.00
0020	113	CLERK/RECEPTIONIST	\$24,225.00	\$0.00	\$24,225.00	0.068	\$1,635.00	\$0.00	\$25,860.00	\$25,860.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,860.00
0021	113	OFFICE CLERK	\$24,225.00	\$0.00	\$24,225.00	0.068	\$1,635.00	\$0.00	\$25,860.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0022	113	TRCK DRVER III	\$24,152.00	\$0.00	\$24,152.00	0.068	\$1,630.00	\$0.00	\$25,782.00	\$25,782.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,782.00
0023	113	TRCK DRVER III	\$23,901.00	\$0.00	\$23,901.00	0.068	\$1,613.00	\$0.00	\$25,514.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0024	113	TRCK DRVER III	\$23,901.00	\$0.00	\$23,901.00	0.068	\$1,613.00	\$0.00	\$25,514.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0025	113	HEAVY EQ OP II	\$23,740.00	\$0.00	\$23,740.00	0.068	\$1,602.00	\$0.00	\$25,342.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0026	113	TRCK DRIVER I	\$23,018.00	\$0.00	\$23,018.00	0.068	\$1,554.00	\$0.00	\$24,572.00	\$22,647.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,647.00
0027	113	TRCK DRIVER II	\$22,610.00	\$0.00	\$22,610.00	0.068	\$1,526.00	\$0.00	\$24,136.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0028	113	TRCK DRIVER II	\$22,497.00	\$0.00	\$22,497.00	0.068	\$1,519.00	\$0.00	\$24,016.00	\$24,016.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,016.00
0029	113	TRCK DRIVER II	\$22,497.00	\$0.00	\$22,497.00	0.068	\$1,519.00	\$0.00	\$24,016.00	\$22,748.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,748.00
0030	113	TRF SA/SPC III	\$22,474.00	\$0.00	\$22,474.00	0.068	\$1,517.00	\$0.00	\$23,991.00	\$22,647.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,647.00
0031	113	HEAVY EQUIPMENT OPERATOR II	\$22,321.00	\$0.00	\$22,321.00	0.068	\$1,507.00	\$0.00	\$23,828.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0032	113	TRCK DRIVER II	\$22,286.00	\$0.00	\$22,286.00	0.068	\$1,504.00	\$0.00	\$23,790.00	\$23,790.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,790.00
0033	113	MAINTENANCE I	\$21,794.00	\$0.00	\$21,794.00	0.068	\$1,471.00	\$0.00	\$23,265.00	\$23,264.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,264.00
0034	113	TRUCK DRIVER II	\$21,601.00	\$0.00	\$21,601.00	0.068	\$1,458.00	\$0.00	\$23,059.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0035	113	MAINTENANCE II	\$20,800.00	\$0.00	\$20,800.00	0.068	\$1,404.00	\$0.00	\$22,204.00	\$21,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,840.00
0036	113	MAINTENANCE II	\$0.00	\$21,840.00	\$21,840.00	0	\$0.00	\$0.00	\$21,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

1202-431-00-122-006-0
PCT.2 P/U RD

AI-6248

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	
0037	113	TRF SA/SPC I	\$20,005.00	\$0.00	\$20,005.00	0.068	\$1,350.00	\$0.00	\$21,355.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0038	113	MAINTENANCE I	\$19,441.00	\$0.00	\$19,441.00	0.068	\$1,312.00	\$0.00	\$20,753.00	\$20,753.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,753.00
0039	113	MAINTENANCE I	\$19,441.00	\$0.00	\$19,441.00	0.068	\$1,312.00	\$0.00	\$20,753.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0040	113	MAINTENANCE I	\$19,052.00	\$0.00	\$19,052.00	0.068	\$1,286.00	\$0.00	\$20,338.00	\$19,285.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,285.00
0041	113	MAINTENANCE I	\$18,720.00	\$0.00	\$18,720.00	0.068	\$1,264.00	\$0.00	\$19,984.00	\$19,215.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,215.00
0042	113	MAINTENANCE I	\$18,720.00	\$0.00	\$18,720.00	0.068	\$1,264.00	\$0.00	\$19,984.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0043	113	MAINTENANCE I	\$18,457.00	\$0.00	\$18,457.00	0.068	\$1,246.00	\$0.00	\$19,703.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0044	113	TRAF SA/SP I	\$18,122.00	\$0.00	\$18,122.00	0.068	\$1,223.00	\$0.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0045	113	TRAF SA/SP I	\$18,122.00	\$0.00	\$18,122.00	0.068	\$1,223.00	\$0.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T046	121	MAINTENANCE	\$0.00	\$17,689.00	\$17,689.00	0	\$0.00	\$0.00	\$17,689.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T047	121	MAINTENANCE	\$0.00	\$17,689.00	\$17,689.00	0	\$0.00	\$0.00	\$17,689.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T048	121	MAINTENANCE	\$0.00	\$17,689.00	\$17,689.00	0	\$0.00	\$0.00	\$17,689.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T051	121	MAINTENANCE	\$0.00	\$17,689.00	\$17,689.00	0	\$0.00	\$0.00	\$17,689.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T052	121	MAINTENANCE	\$0.00	\$17,689.00	\$17,689.00	0	\$0.00	\$0.00	\$17,689.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0055	114	OFFICE CLERK	\$0.00	\$9,360.00	\$9,360.00	0	\$0.00	\$0.00	\$9,360.00	\$9,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,360.00
Total			\$1,115,087.00	\$197,645.00	\$1,312,732.00		\$64,863.00	\$13,916.00	\$1,391,511.00	\$692,613.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$692,613.00

BUDGETED SALARY FOR THE MECHANIC III POSITION, SLOT 122-006-0014 TO BE INCREASED FROM \$29,816.00 TO \$31,816.00, A TOTAL INCREASE OF \$2,000.00 PENDING CC APPROVAL.

AI-6187

15.A.

**2007 intradepartmental within C.O., 2006 - Pct. #4
CC REGULAR**

Date: 10/30/2007
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Area: Precinct #4

Information

CAPTION

Approval of 2007 intradepartmental transfer within the Certificate of Obligation Series 2006 - Precinct 4, from object 731 (Roads) to 741 (Vehicles) in the amount of \$405,000.00. (1336)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1336-431-00-124-029-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 731 to 741 in the amount of \$405,000.00. Available balance in 731 is \$586,859.23 as of 10/24/07.

Attachments

Link: C.O., 2006 Pct. #4
Lineitem Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 09:23 AM	APRV
2	Dale Kennan	Dale Kennan	10/24/2007 11:20 AM	APRV
3	Purchasing Department	Marty Salazar	10/24/2007 12:30 PM	APRV
4	Auditor's Office	Becky Morales	10/26/2007 04:04 PM	APRV
5	Court Administrator	Monica Badillo	10/26/2007 04:09 PM	APRV

Form Started By: Jr. Munoz
Started On: 10/23/2007 02:44 PM

Final Approval Date: 10/26/2007

DATE: OCTOBER 23, 2007

DEPARTMENT HEAD: COMMISSIONER OSCAR L. GARZA JR.

DEPARTMENT NAME: HIDALGO COUNTY PCT. #4 – C.O., 2006

ACCOUNT NUMBER: 7-1336-431-00-124-029-0-000

CONTACT PERSON: RUMALDO MUNOZ JR. / ACCOUNTS PAYABLE CLERK

SUBJECTS: Budget Line-Item Transfer(s)

Honorable Commissioners' Court Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1336-431-00-124-029-0-731	Roads	7-1336-431-00-124-029-0-741	Vehicles	\$405,000.00

TOTAL \$ 405,000.00

REASON: To Cover the purchase of (2) Water Trucks and (3) Tandem Dump Trucks thru approved Buyboard vendors.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-6188

15.B.

**2007 intradepartmental transfer within C.O., 2006 - Pct. #4 Landfill
CC REGULAR**

Date: 10/30/2007
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Area: Precinct #4

Information

CAPTION

Approval of 2007 intradepartmental transfer within the Certificate of Obligation Series 2006 - Precinct 4 Landfill, from object 741 (Vehicles) to 742 (Heavy Equipment) in the amount of \$20,846.00. (1336)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1336-432-00-124-033-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 741 to 742 in the amount of \$20,846.00. Available balance in 741 is \$20,846.00 as of 10/24/07.

Attachments

Link: C.O., 2006 Pct. #4
Landfill Lineitem Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 09:24 AM	APRV
2	Dale Kennan	Dale Kennan	10/24/2007 11:32 AM	APRV
3	Purchasing Department	Marty Salazar	10/24/2007 12:30 PM	APRV
4	Auditor's Office	Becky Morales	10/26/2007 04:05 PM	APRV
5	Court Administrator	Monica Badillo	10/26/2007 04:09 PM	APRV

Form Started By: Jr. Munoz
Started On: 10/23/2007 02:49 PM

Final Approval Date: 10/26/2007

DATE: OCTOBER 23, 2007

DEPARTMENT HEAD: COMMISSIONER OSCAR L. GARZA JR.

DEPARTMENT NAME: HIDALGO COUNTY PCT. #4 – C.O., 2006

ACCOUNT NUMBER: 7-1336-432-00-124-033-0-000

CONTACT PERSON: RUMALDO MUNOZ JR. / ACCOUNTS PAYABLE CLERK

SUBJECTS: Budget Line-Item Transfer(s)

Honorable Commissioners' Court Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1336-432-00-124-033-0-741	Vehicles	7-1336-432-00-124-033-0-742	Heavy Equipment	\$20,846.00

TOTAL \$ 20,846.00

REASON: To Cover the purchase of Trash Compactor thru approved Buyboard vendor.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-6229

16.A.6.

**Requesting Authority to Advertise and Approval of Draft Specifications:
Purchase of Uniforms and/or Accessories**

CC REGULAR

Date: 10/30/2007

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Yvette Islas

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Co. Wide

Information

CAPTION

Requesting authority to advertise and approval of draft specifications as attached hereto for: Purchase of Uniforms and/or Accessories

BACKGROUND

Fiscal Impact

Attachments

Link: [draft specs](#)
[uniform purchase](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 05:37 PM	APRV
2	Rey Salazar	Rey Salazar	10/25/2007 02:21 PM	APRV
3	Purchasing Department	Marty Salazar	10/25/2007 03:04 PM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Yvette Islas

Started On: 10/24/2007 03:16
PM

Final Approval Date: 10/26/2007

Hidalgo County
"Purchase of Uniforms and/or Accessories"
Bid No. 07-410-00-00-YSI

DRAFT

SCOPE OF THE CONTRACT

This is a firm fixed-price contract calling for delivery of the products identified in the specifications. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions provided but, not limited to the following:

GENERAL REQUIREMENTS

- 1) The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be **equal or exceeded**. Any bid that does not meet the minimum requirements and/or specifications specified will be rejected.
- 2) Vendor (s) are encouraged to bid on one or multiple items.
- 3) Specifications may vary by department. Colors, lettering and logos/emblems/seal may differ and no additional fees shall be assessed to the County on similar items.
- 4) Samples may be subjected to laboratory testing at the discretion of Hidalgo County.
- 5) Bidders are responsible for all testing costs of their sample garments.
- 6) Bidder must enclose evidence (dated manufacturers catalogs or similar) that this item is currently a commercial in-stock style. The successful bidder will provide a full size run of try-on garments within ten (10) days for approval.
- 7) Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year.
- 8) Garments must be manufactured to ISO 9001 quality assurance standard. (AG0304)
- 9) All uniforms shall be new and unused.
- 10) Departments will purchase uniforms "**on an as needed basis**", there is no guarantee on annual volume.
- 11) Other Hidalgo County departments, not stated herein, may be included and may utilize this contract for the purchasing of uniforms and/or accessories that meet their specifications and those departments will make minor modifications to the lettering, colors, logos, seals and/or emblems if necessary at no additional charge.
- 12) Colors and embroidery will be forwarded to the awarded vendor upon purchase. Colors and embroidery will vary.
- 13) All emblem, seal, logos and embroidery fees shall be included in the unit price.

DRAFT

TERMS AND CONDITIONS

- 1.The initial term of this contract will be for a one (1) year term, with the County's option to extend the contract for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged.
- 2.Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
- 3.Vendor will make available a person(s) on an "As Needed Basis" to take measurements of employees prior to ordering.
- 4.Insurances required for this project are, general liability, automotive insurance, and worker's compensation. (Refer to Exhibit "C")
- 5.Hidalgo County reserves the right to award bid to separate/multiple bidders if it is in the best interest of the County.
- 6.Hidalgo County may utilize any state contract(s) when it is in the County's best interest to do so.
- 7.Standard uniform deliveries will be made within 30 (thirty) days to 45 (forty-five) days from orders being placed.
- 8.All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

ADDITIONAL INSTRUCTIONS, REQUIREMENTS, SPECIFICATIONS AND INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business 281 , Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, Month Day, 2007, 5:00 P.M.** Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, Month Day, 2007.

DRAFT

Exhibit "A"

Hidalgo County
"Purchase of Uniforms and/or Accessories"
Bid No. 07-410-00-00-YSI

SPECIFICATION

JUVENILE PROBATION

BDU TROUSERS:

Propper (or equivalent to) pants
60% Cotton/ 40% Polyester
Color – Navy Blue
Sizes- X Small through X-Large

SWAT BOOTS

Sizes (Men)- 9 through 10 ½ W
Sizes (Women) 7 through 9

BELTS

Color- Black
Sizes- Small through X Large

YOUTH T-SHIRTS

Jeerzees Heavy Weight Blend (or equivalent to) t-shirts
50% Cotton/ 50% Polyester
Color- Navy blue with mustard yellow lettering on left side and back
Male and Females sizes- Small through X Large

YOUTH SHORTS

Jeerzees Heavy Weight Blend (or equivalent to) shorts
50% Cotton/ 50% Polyester
Color- Navy Blue with Mustard Yellow Lettering on Left Side.
Male and Female Sizes- Small through X Large

PICS INCLUDED

STAFF T-SHIRTS

Jeerzees Heavy Weight Blend (or equivalent to) t-shirts
50% Cotton/ 50% Polyester
Color- Navy Blue with Mustard Yellow Lettering on Left Side and Back
Male and Female Sizes- Small through XX Large

STAFF SHORTS

100% Polyester/ 100% Nylon
Color- Black with no lettering
Male and female sizes- Small through XX Large

WINDBREAKER JACKETS

Color- Blue or Black with Lettering on left side and back
Male and Female Sizes- Small through XX Large
Shell: 100% Nylon coated with 600 MM Acrylic
Body Lining: 65% Polyester/ 35% Cotton
Sleeve Lining; 100% Cotton or Shell: 100% Nylon Lining: 100% Polyester

DRAFT

V-NECK SHIRTS

Polyester/ Cotton Blend Fabric
Triple Stitch Short Sleeve
Color-Navy with No Lettering
Sizes- Male and Female small through 4 X Large

REGULAR LENGTH WALKING SHORTS

Polyester/ Cotton Blend
Elastic Waistband no drawstring or pockets
Color- navy with no lettering
Sizes- Male and Female small through 4X Large

HEAVY DUTY CANVAS STEP INS DECK STYLE SHOES

Canvas uppers, non skid rubber soles
Color- Navy
Sizes Male and Female 5-13

SPORT BRAS

Two ply lycra/cotton
Hookless pull on style no metal or plastic, racer style back
Color- White
Sizes- small through XX Large

WOMEN'S PANTIES

Brief style
Elastic waistband and leg bands, cotton
Color- white
Sizes 5 through 10

MEN'S BRIEFS

Cotton
Color- White
Size- Small through X Large

TUBE SOCKS

Cotton Polyester blend
Color- white
Size- small through large

SWEATSHIRTS

50% Cotton/ 50% Polyester
Long sleeves
Color- navy
Size- Medium through 3 XL

SWEATPANTS

50% Cotton/ 50% Polyester
Elastic Waistband, Removable Drawstring
Color- Navy
Size- Medium through 3 XL

DISPOSABLE SHIRTS AND TROUSERS

Spun bonded polypropylene, cloth like fabric
Color- Light blue
Size- Medium through XX Large

DRAFT

FIRE MARSHAL

LONG SLEEVE TWILL

5 ounce, 100% Cotton

Back Pleat

Double Needle Stitching

Patch Pockets

Button- down collars

Button- through sleeve plackets and adjustable cuffs

Fabric is garment washed

Shirts to be embroidered with "COUNTY SEAL" and Office wording

Sizes are M-XXL

Colors:

- White with Burgundy seal and black lettering
- Weathered Blue with Gold Seal and White lettering
- Weathered Forest with Gold Seal and white lettering
- Bright Burgundy with Navy Blue Seal and white lettering
- Classic navy with gold seal and white lettering
- Khaki with burgundy seal and black lettering
- Stone with burgundy seal and black lettering
- Faded Olive with hunter green seal and khaki lettering
- Black with gold seal and white lettering
- Athletic gold with burgundy seal and black lettering
- Sky blue with burgundy seal and khaki lettering
- Royal blue with white seal and white/blue lettering

SHORT SLEEVE TWILL

5 ounce, 100% Cotton

Double needle stitching

Patch pockets

Button- down collar

Double needle hemmed at sleeve cuffs

Fabric is garment washed

Shirts to be embroidered with "County Seal" and Office wording

Sizes are M-XXL

Colors:

- White with Burgundy seal and black lettering
- Weathered Blue with Gold Seal and White lettering
- Weathered Forest with Gold Seal and white lettering
- Bright Burgundy with Navy Blue Seal and white lettering
- Classic navy with gold seal and white lettering
- Khaki with burgundy seal and black lettering
- Stone with burgundy seal and black lettering
- Faded Olive with hunter green seal and khaki lettering
- Black with gold seal and white lettering
- Athletic gold with burgundy seal and black lettering
- Sky blue with burgundy seal and khaki lettering
- Royal blue with white seal and white/blue lettering

PICS INCLUDED

SPORT SHIRT POLO

6.1 ounce, 100% Cotton

Welt Collar

2 Button Placket

Side Seamed with a double needle stitched sleeve and bottom hem

Colorfast to maintain original color

Sizes will vary from M-XXL

Colors- Navy ,Khaki, Red, Hunter Green, Black

DUTY POLO

70% Cool Max Fabric or equivalent to
Comfort fit pattern and extra long tails with side vents
30% Polyester Construction
½ inch 3M Scotchlite (or equivalent to) reflective trim around sleeves for greater visibility
Microphone keepers on shoulders and on front placket
Single pocket on left side
Shirts to have department badge embroidered on left chest
Sizes will vary from M-XXL
Colors- Navy, White, Black

T-SHIRTS

6 ounce, 100% Cotton combed ring spun cotton
18 singles
Taped shoulder to shoulder
Cover seamed front neck armholes and shoulders
Double needle sleeve and bottom hem
Sizes will vary from M-XXL
Colors- black, navy, khaki

SWEATSHIRT

Crewneck style with rib-knit collar
Cuffs and bottom
Smooth finish on outside and brushed fleece inside
Color-Navy

CLASS A SHIRT

Lightweight 4.5 oz 65% polyester/ 35% cotton
Military style shirt
Sewn in Creases
Scalloped pocket flap with pleated pockets
Short sleeve style to have convertible collar
Long sleeve style to have banded collar
Sizes will vary from M- XXL
Colors- White and Navy

TACTICAL PANT

Pre-washed
Fade Resistant
8.5 ounce 100 % cotton canvas
Action Waist
59 Heavy duty bartacks for strength and durability
YKK zip front fly with Prym snap
Rear slash pockets
Utility strap
Flashlight/cell phone pocket
Side Cargo Pockets
Solid brass d-ring
Double reinforced seat
Double knees and hidden knee pad pockets
30-44 waist sizes for men and 8-16 sizes for women

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HEAVY DUTY WORK PANT

Stain-resistant
8 ounce 65% poly/ 35% cotton twill
Durable press finish so pants need little or no ironing
Button closure and button close back pocket
Full cut thigh, double stitched pockets
30-44 waist sizes for men and 8-16 sizes for women
Colors- Khaki, navy, black

CLASS A TROUSER

5 oz 65% polyester 35% cotton
Brass ratcheting YKK zipper
Crush- proof hook and eye closure
30-44 waist sizes for men and 8-16 sizes for women
Colors- Navy, Black, Khaki

TACTICAL TROUSER

6.5 oz 65% polyester/ 35% cotton twill
Gripper elastic waistband shirtstay
Two 8.5" deep rear flashlight pockets (sap pockets)
Two cargo pockets with extra pockets inside (outer pockets have Velcro closure and inside pockets have brass zipper closures)
Two back pockets with button tabs
Large keystone belt loops
Brass fly zipper with auto-lock closure
Split seam tailored construction
Extra strength tandem-needle seat seam
Triangular bartacks at all stress points
30-44 waist sizes for men and 8-16 sizes for women
Color- Navy, Black

WINDBREAKER

Two front slash pockets
Drawstring bottom
Snap front closure
Water repellent nylon shell
Lightweight flannel lining
Set in sleeves with elasticized cuffs
Sizes will vary from M- XXL
Color- navy

RAINCOAT

ANSI Class 3 Reversible 50" Raincoat
Has black 200 denier nylon shell that reverses to fluorescent orange-red 250 denier polyester
Made from NFPA 701 flame retardant material
ANSI Side has 360 degrees of 3M Scotchlite (or equivalent to) retroreflective striping
Sealed seams and storm front with snap closure for full protection
Raglan sleeves for easy movement
Coat to come with pass-through pocket for easy access to duty belt and gear.
Sizes will vary from M- XXL

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DUTY JACKET

Duty jacket with three ply Taslan and Hiptex 2000 or equivalent.
Double storm flap
Storm collar and adjustable cuffs
Zip out Thinsulate liner for added warmth (or equivalent to)
360 degrees telescopic sleeve system for full arm extension
Convertible 3M Scotchlite reflective trim on cuffs (or equivalent to)
Side zippers for access to equipment
Pit zips for ventilation and easy emblem application
Two outside pockets with side handwarmer openings
Two inside pockets fully accessible with liner
Liner has additional pocket
Detachable epaulets
Sizes will vary from M- XXL
Colors- Navy, Black

OVERALLS

Duck Bib 100% Cotton
Large bib pocket and pencil division in front
Handy double rule pocket and hammer loop
Reinforced back pockets
Crossover high back
Triple stitching and bartacks
Sizes will vary from M- XXL

DUTY BOOT

8" Men's Waterproof ETC Safety Toe Zipper Boot (or equivalent to)
Lace to toe military styling
Steel toe boot meets ANSI Z41 PT99 M1/75 C/75 and ASTM F2413-05 standards
Side Zipper
Leather/Cordura nylon (or equivalent to)
Walotex membrane (or equivalent to)
Steel shank
Removable insole
Slip resistant vibram outsole (or equivalent to)
Sizes will vary : Men 8-12 and Women 6-9

STRUCTURAL

16" Bunker fire boots
Shoe fit design
Padded shin protector
Crack resistant poly shell
Black with safety yellow trim
Steel shank
Steel midsole
Steel toe
Waterproof
Lug outsole
Sizes will vary : Men 8-12 and Women 6-9

CAPS

Baseball type
100% polyester
Velcro adjustable strap
Color- Navy

DRAFT

SHERIFF'S OFFICE

POLYPROPYLENE (OR EQUIVALENT) PANTS

Polypropylene (or equivalent to) light weight, spun bonded pants, with elastic waist. In a 1.25 oz material weight. Porous construction accounts for breathable, economical, and disposable garment.

Color- Navy Blue

Sizes: Small- 5Xlarge

5.7 OZ POLO SHIRTS

Assorted colors of 65% Polyester/ 35% Cotton Polo Shirts in Male and Female Sizes with Embroidery on both left and right sides of breast of shirt. Embroidery might include ¼" Office Logo lettering, Dept. Lettering, Employees Name, or 2 ½" by 2 ½" Sheriff's Decal embroiderer in assorted Colors. On an as needed basis

Male Sizes with pocket from X-small to 6 XLarge

Female Sizes w/out pocket from X-small to 6 XLarge

Assorted Shirt colors to include red, white, navy, tan, royal, yellow, purple, Kelly, hunter green, black , light blue, burgundy and gray.

Blue generation easy-care service wear Poplins (or equivalent) polyester/ cotton blend, Teflon stain release treated, wash and wear, soft touch finish, rib knit collar & cuffs, wood toned buttons.

5.5 OZ POPLIN SHIRTS

Assorted colors of 65% Polyester/ 35% Cotton Poplin Shirts in Male and Female Sizes with Embroidery on both left and right sides of breast of shirt. Embroidery might include ¼" Office Logo lettering, Dept. Lettering, Employees Name, or 2 ½" by 2 ½" Sheriff's Decal embroiderer in assorted Colors. On an as needed basis

Male Sizes with pocket from X-small to 6 XLarge in both long and short sleeve with pocket

Female Sizes w/out pocket from X-small to 6 XLarge in both long and short sleeve w/out pocket

Assorted Shirt colors to include red, white, navy, tan , royal, yellow, purple, Kelly, hunter green, black , light blue, burgundy and gray.

Blue generation easy-care service wear Poplins (or equivalent) polyester/ cotton blend, Teflon stain release treated, wash and wear, soft touch finish, rib knit collar & cuffs, wood toned buttons

FORCE 10 JACKET (EQUAL OR BETTER)

WATERPROOF/BREATHABLE

Waist length duty jacket with weatherproof windproof/waterproof/ breathable system, zipper front, zipper fly, pleated two-way pockets, adjustable cuffs, shirt collar style, and zippered side vents with elasticized side tabs. Removable thermal liner. Color in Navy or Brown.

I. FABRIC/MATERIALS

Outer shell: Extreme all weather laminate technology fabric. Two layer laminated construction with 3-ply supplex Supreme face fabric. 100% nylon Supplex 70 denier in the warp and in the filling, plain weave, 3-ply thread construction.

The fabric shall have a minimum non-coated weight of 3.5 ounces per square yard with a thread count of 154 in the warp and 62 in the filling (+-10%). The fabric shall have good color fastness and crocking.

The fabric shall have to maintain a Mullens Hydrostatic rating of 75 psi during the five (5) year guaranteed life of the jacket. Any jacket tested by the Equipment Services Section that fails to remain at 75 psi shall be repaired or replaced by the vendor at the vendor's expense.

Lining Fabric: Black nylon taffeta lining. Plain weave, 70-denier nylon type 66 continuous filament yarns with 34 filaments, melting point 455 degree Fahrenheit. The fabric shall have a minimum weight of 1.80-

ounces/sq. yard with a thread count of 104 in the warp and 86 in the filling (+-2%). The fabric shall have good color fastness and crocking.

Breaking Strength:	Warp 125 lbs., Filling 85 lbs (+-5%)
Tear Strength:	Warp 3.5 lbs., Filling 2.1 lbs (+-5%)
Shrinkage:	Warp 2%, Filling 2%.

Removable Liner: The face of the removable liner shall be 100% nylon taffeta and the inner side shall be 100% nylon tricot, both color black. The thermal batting is to be 7.5-ounce polyester fiber. The stitch pattern is to be 6" diamond.

Interlining: White Pellon C-39

Knitting: 100% nylon stretch knit, continuous filament yarn 400 denier, with a minimum of 16 wales and 32 courses, rating to light, perspiration and wet/dry cleaning to be a minimum of 4. Wristlet 3 x 8.

Fleece Pocketing: Black, Fleece.

Fasteners: All fasteners shall be as follows or equivalent:

Zippers: Front zipper, #8, Delrin with 2 sliders.
Liner zipper, #5, Delrin with 1 slider.
Pocket zipper #2, coil with 1 slider.
Side zipper, #6, coil with 1 slider.
Sleeve zipper, #2, coil with 1 slider.

Snaps: The snaps shall 24 ligne universal prong snaps that have been oxidized to prevent rusting,

Eyelets: Black, metal, small.

Thread: All thread shall be polyester thread with a wrap with a thirty (36) strength in a fifty (50) size or better.

Seam Tape: Composite seam sealing tape that is compatible to the composite fabric, 7/8" wide.

Elastic: Natural color, 1-1/2" B1-swing.
Natural color, 2" Waistband.
Natural color, 1" Cuff.

Binding: Black, 1-3/4" wide, nylon bias.

Velcro: Black, 5/8" wide, hook & loop.

Metal Buttons: 24 Ligne.

Button Rings: Silver rings.

II. DESIGN FEATURES

FRONT: There is to be a front zipper that shall run from the bottom of the jacket to the neck collar seam with a two-way zipper. Under the zipper and offset on the facing shall be a 1-1/2" wide zipper fly, which runs the full length of the front to stop water and other liquids. There shall be two-way compartment pleated pockets that shall be placed 2" above the waistband. There shall be a badge holder above the left flap, made of shell fabric with two small black metal eyelets set 1-1/8" apart. The holder is to be 1" by 2-1/4", centered over the pocket flap, at chest height.

POCKETS: Pockets to measure 7-1/2" wide by 8" deep, pleat to measure 1-1/2". Muff pockets shall be formed under each pocket with a 5-3/4" opening on the sleeve side. Pockets are to close with scalloped flaps that measure 2-1/2" at the points and 3-3/8" at the center. Flaps are to be held down with velcro loops at the flap corners. 24 ligne metal buttons to be attached with rings at the center point through a buttonhole. A separate pencil pocket shall open between the left flap and pocket.

COLLAR: The collar is to be cut in a shirt collar style with a collar stand. The collar is to measure 3-1/2" at the points and 4" at the center. Collar to be interlined but not zigzag stitched. There shall be hanger made out of the outer shell fabric that is set at the center of the neck collar seam.

BACK DESIGN: The back shall be a plain full cut back with an elasticized waistband that extends to the zippered side vents. The front waistbands shall have a plain section 5" from the front zippers and Shirred with elastic to the zippered side vents. The waistband shall measure 2-1/2" wide.

SLEEVES: The sleeves shall be a one-piece design with elasticized adjustable cuffs.

ADJUSTABLE CUFFS: The cuff shall be a one-piece design made out of self-material and shall measure 1-3/4" wide. The top half of the cuffs shall have heavy-duty 1-1/2" wide elastic stretched and sewn with double needle stitch. There shall be cuff tabs that measure 1-1/4" wide and taper to 3/4" wide, 3-1/2" long with a large snap (male portion). There shall be two large snaps (female portion) set 2" apart for cuff adjustments.

EPAULETS: There shall be epaulets set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be cross-stitched and shall have a buttonhole. The epaulets are to measure 2-1/4" at the shoulders and 2" at the points. The epaulets shall be interlined. The epaulets shall be backtacked to the shoulder neck seam. The epaulets are to fasten with a 24-ligne metal button with a button ring through the buttonhole.

SIDE VENTS: The zippered side vents are to be finished with a coil #6 size 10" long zipper with a reversible slider. There shall be side tabs made out of the self-material set to the bottom back vent, which will be elasticized with a 1" elastic. The side tab shall have a snap (male portion) and shall snap across the bottom vent of the waistband with a snap (female portion) set on the front and back of the zippered side vent. The side tab shall measure 1" by 3" long.

LINING: The jacket is to be fully lined with nylon taffeta. There is to be a patch pocket made out of outer shell fabric placed on the left side. It is to have a 6" zipper opening and to measure 7" x 7-1/2". The lining sleeves shall be a one-piece design with a sleeve zipper to allow emblems and embroidery applied without affecting waterproofness and contamination. There shall be a shell reinforcement panel sewn into the neck seam to secure the liner with a 24 ligne snap. The panel shall measure approximately 4" in width and in length. This panel shall also have the brand label and the permanent size labels sewn on.

FACINGS: The facings are to be made out of outer shell fabric. The facings are to measure approximately 1-1/4" wide and shall be as long as the front length, not including the waistband. The liner attaching zippers are to be placed on the facings.

REMOVABLE LINER: The removable thermal liner is to have body and sleeve insulation. The cuffs are to be held in place with metal snaps. In the neck area there will be a black knit collar and a large metal snap. The liner will be attached to the jacket with #5 delrin zippers, 18" long, set on the front facings. Under the armholes will be a 4" by 12" knit gussets for movement. There shall be knit wristlets and large metal snaps at the cuff area for attachment. There will be 5-3/4" vents at the bottom of the side seams. The quilt parts will be bound with 1-3/4" black nylon bias binding. There shall be one patch pocket on the left side.

LABELS: Each jacket shall have a permanent brand label, a care instruction label, ID label, and permanent size labels.

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HANGTAGS

SILENCE OF SPECIFICATION: The apparent silence of the specification as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.

III. MEASUREMENTS

SIZING: The manufacturer shall be capable of providing all sizes for men and women, including any special size requirements. The manufacturer shall have a company representative or authorized dealer available to assist with the fittings of the garments at no additional cost.

The following sizes have been established.

SIZE CHART:

SIZE	FINISHED CHEST	BACK LENGTH	SLEEVE INSEAM
SMALL (36-38)	48	26	20
MEDIUM (40-42)	52	26	20
LARGE (44-46)	56	26	20
X-LARGE (48-50)	60	26	20
XX-LARGE (52-54)	64	26	20
XXX-LARGE (56-58)	68	26	20
XXXX-LARGE (60-62)	72	26	20
TOLERANCES	+1"	+1/2"	+1/2"
LONG LENGTH	+1"	+1"	+1"
X-LONG LENGTH	+1"	+2"	+2"

PRECINCT NO. 4

STANDARD INDUSTRIAL SHIRTS/SMOCKS

Long Sleeve

Short Sleeve

Extended Sizes (Any additional costs)

65% Polyester/ 35% Cotton

Blue Approximately 235

Navy Approximately 20

EMBLEMS

County Emblem (Left Breast Attachment)

*Emblem Consists of White Thread/ Cursive Lettering on a 4 1/2" x 2 1/2" Navy Blue Patch Reading

"HIDALGO COUNTY PCT. #4"

Name (Right Breast Attachment)

DRAFT

*Name will be Employees First or Last Name in White Thread Cursive Letters on a 3 ½" x 1 ½" Navy Blue Patch.

ELECTIONS DEPARTMENT

DUTY POLO

70% Cool Max Fabric or equivalent to
Comfort fit pattern and extra long tails with side vents
30% Polyester Construction
½ inch 3M Scotchlite (or equivalent to) reflective trim around sleeves for greater visibility
Microphone keepers on shoulders and on front placket
Single pocket on left side
Shirts to have department badge embroidered on left chest
Sizes will vary from Medium to 3XL
Colors- Dark Navy Blue/ Logo Color- Gold

WIC PROGRAM

T-SHIRTS SHORT SLEEVE

50% Cotton/ 50% Polyester
Blue with Pink Logo & Black Letters
Sizes: Female- Small through 4XL
(See Attachment)

BOOT CAMP

T-SHIRTS

50/50 Poly Cotton Blend, Adult size, short sleeve, full cut round neck, pre-shrunk
Sizes: Medium through 2XL
Colors: white, navy, green, red, royal, orange, maroon, khaki
All colored shirts need the County Emblem as well as the Boot Camp

BOXER BRIEFS

Preshrunk, white, 50-50 Poly cotton sizes small (30-32) through 2XL (46-48 Waist)

SWEATSHIRT

Crew neck, adult sizes, premium weight fleece
Approximate 50/50 cotton and polyester
Color- ash gray

SWEATPANTS

Adult sizes, premium weight fleece
Approximate 50/50 cotton and polyester
Color- ash gray

LONG SLEEVE TWILL

5 ounce, 100% Cotton
Back Pleat
Double Needle Stitching
Patch Pockets
Button- down collars
Button- through sleeve plackets and adjustable cuffs
Fabric is garment washed
Shirts to be embroidered with "COUNTY SEAL" and Office wording
Sizes are M-XXL
Various Colors

Gold Seal and White Lettering, Burgundy Seal and Black Lettering, Navy Blue Seal and White Lettering

SPORT SHIRT POLO

6.1 Ounce 100 % Cotton

Welt Collar

2 Button Placket

Colors: navy, red, hunter green, black, white with County Seal and office wording

Sizes vary from Small-2XL

PRECINCT NO. 1

PATCHES, EMBLEMS OR EMBROIDERY

County Emblem (Left Breast Attachment)

*Emblem Consists of White Thread/ Cursive Lettering on a 4 ½" x 2 ½" Patch Reading

"HIDALGO COUNTY PCT . #1"

Name (Right Breast Attachment)

*Name will be Employees First or Last Name in White Thread Cursive Letters on a 3 ½" x 1 ½" Patch.

BOOT CAMP

COOKING HATS

Disposable white, (Sizes med, large)

SWEAT ASH GRAY TOP

Crew Neck 50% Cotton, 50% Polyester, Collar, cuffs

Waistband are covered-seamed and ribbed

Sizes small, medium and large

SWEAT ASH GRAY BOTTOM

50% Cotton, 50% Polyester

Elastic cuffs

Sizes small, medium and large

T-SHIRT CREW NECK

White, preshrunk, durable taped neck, shoulder seams, extra long tail,

100% cotton

sizes: small, medium, large adults

BOXER UNDERWARE

Durable, poly/cotton blended white boxer shorts, elastic waistbands and fly front

Sizes: small, medium, large(adult)

SOCKS

White crew socks, 86% cotton, 14% man made fiber

Reinforced gray heel and toe

Extra thick cushioned foot

RUNNING SHOES

Heavy duty with breathable eyelets, reinforced rubber toe cap, full cushion insoles, non-skid, non marking

Sizes 7 ½ through 11

IT DEPARTMENT

SHIRTS

Cotton button up shirt with pocket in both long sleeve and short sleeve with County Logo/ IT Department emblem in color choice of blue, red, maroon, khaki or green
Sizes vary from small through 2XL.

332ND DISTRICT COURT

JUDICIAL ROBES

Designed to close with a hook and eye at the top and two loops at chest level.
Material must be 100% Polyester or Dacron/Wool

ACADEMIC CAPS

Mortarboard with folding crown. Four, Six and Eight Corner

TASSELS

Regular silk, Two button, silky tassel or gold metallic tassel

MASTER COURT NO. 2

JUDICIAL ROBE

Traditional open sleeve, judicial design with a smooth shoulder yoke and distinctive front panels.
Concealed waist length zipper closure.
Men sizes: Average and Husky
Length: Short, Regular and Tall
Women Sizes: Small and Medium
Should include carry case

CONSTABLE PRECINCT 3

RAINCOAT

48" Vinyl Raincoat with sealed seams, pass through pockets, non-corrosive snap-front closure; detachable, snap on hood, ventilated back and underarms, and screen printed on the back in Black with Constable in capital letter 4" (Sizes from small to XXXXL)

TROUSER BELT

1 ¾ " Black leather belt, hand-creased with rubbed edges with removable nickel buckle with plain finish (Sizes 28 to 50 waist)

TIE

Taupe color, Clip-on tie, with buttonhole you can slide small end of tie through the loop and button to shirt, size Regular (17½") Long (19 ½"), 3" wide with permanent knot, made of polyester

TACTICAL UNIFORM

Shirt: Long sleeve, pen/pencil pocket, two large chests pockets with hidden buttons, reinforced elbows, hidden button front, adjustable waist and cuff tabs, double stitched seams, Brown in color (size from regular or long from small to XXXXXL)

PANTS

BDU pants, Brown in color, sizes from regular or long from small to XXXXXL, constructed from 7.0 oz./ 65% poly / 35% cotton. Roomy thigh back pockets with hidden buttons, reinforced knees and seats, waist tabs, drawstrings button, button fly

CAPS

Hot weather combat cap, Brown in color, constructed from 65% poly / 35% cotton (size from small to XXL)

T SHIRTS

DRAFT

Constructed from 65% poly / 35% cotton, brown in color (sizes from small to XXXXL)

NAME STRIPS

Embroidered name strips, Khaki in color with black lettering and applied to shirt to shirt to the tactical uniform shirt

RED SHOLDER CORDS

See attached photo

UNIFORM PATCHES

See attached photo, subject to change colors

DRESS GLOVES

White in color, with snaps, 100% cotton (sizes medium to X Large)

REPLACEMENT BUTTONS FOR SHIRTS

The Star of Texas with Texas spelled out on the button, one button finish will be silver and the other button finish will be gold, with toggles/ washers (see attached photo)

RAIN COVERS FOR HATS

Plastic covers for hats 4"brim

COWBOY HATS

Straw hats, Stetson straw (equal or better) Style: Roper, Color Silver Belly, 4" Brim with brown eyelits, quality 4 X to 10 X, brown brim strap (sizes: 6 ¾ and up)

Felt cowboy hat: Stetson felt (equal or better), Style: Roper, Color Silver Belly, 4" brim, quality 4X or better (sizes 6 ¾ and up)

SHIRT

Button down oxford 60% cotton / 40% poly, colors white, khaki and light blue (Men's sizes small to XXX Large and Women's small to XX Large)

MISCELLANEOUS

BOOTS

Magnum Hi Tec Tactical boot or Brazos slip on work boot (equal or better), sizes will vary

CAPS

Mesh baseball cap 65% polyester / 35% cotton 100% mesh back w/ embroidered department emblem (emblems may vary) adjustable

SHIRT

Body armor under shirt (sizes small and up)

RAINCOATS

Heavy gauge, color will be black and orange with screen print "CONSTABLE" on orange side and on left chest (sizes small and up)

GLOVES

Kevlar gloves (sizes small to large)

VESTS

Traffic vests will be color blue and lime green printed with "CONSTABLE" on front and back (sizes small and up)

WINDBREAKER JACKETS

Light jacket with screen-printed with name embroidered on right chest, badge on left chest, constable on the sleeves and on backside (sizes small and up)

DUTY GEAR BELT (equal or better)

Safariland, basketweave, fully equipped duty gear belt, which includes inner trouser belt, outer duty belt, level III holster, double magazine case, stinger holder, baton holder, 2 single or 1 double cuff case, glove pouch, 2 double keepers, 2 single keepers, radio holder with swivel, mark 3 or mark 4 defense spray case (color Black)

Plain clothes gun gear, which consists of concealed carry holster, single cuff case and magazine holder or a combo consisting of cuff and magazine case

TWILL LONG SLEEVE SHIRT

Embroidered with name and department emblem or badge (sizes small and up)

POLO SHIRT

Short sleeve polo shirt with name and department emblem or badge (sizes small and up)

TRADITIONAL WORK COAT (equal or better)

Constructed from 12 oz. firm hand 100% cotton duck material, 100% nylon quilted-to-polyester artic weight lining, corduroy top collar with snaps under the collar and zipper front with Velcro wind flap (color duck brown) sizes small and up

AI-6254

16.A.7.

**Gasoline and Diesel Fuel
CC REGULAR**

Date: 10/30/2007

Submitted By: Roli Flores, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Requesting authority to advertise and approval of draft specifications as attached hereto for "Gasoline and Diesel Fuel" project.

BACKGROUND

Draft Specifications

Fiscal Impact

FISCAL YEAR:

ACCT. #: Various-County Wide

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

For funding availability please see the attached 2007 expense report dated 10/25/07.

Attachments

Link: [Draft Specifications](#)

Link: [2007 Exp Rpt for](#)

[Obj 626 & 682](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		10/26/2007 05:11 PM	NEW
2	Budget & Management	Dina Trevino	10/25/2007 09:24 AM	APRV
3	Dale Kennan	Dale Kennan	10/25/2007 11:58 AM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Roli Flores
Started On: 10/24/2007 04:49 PM

Final Approval Date: 10/26/2007

Exhibit AA@

HIDALGO COUNTY GASOLINE AND DIESEL FUEL@ BID NO. 2007-122-00-00-ROL

DRAFT BID SPECIFICATIONS

PROJECT OVERVIEW

Hidalgo County is seeking bids from qualified and interested vendors for purchases of fuel, i.e. gasoline (all grades) and diesel (all grades). Hidalgo County will contract with the lowest responsible bidder meeting all specifications and/or requirements contained herein. All purchases of gasoline and/or, on and/or off highway diesel fuel will be on an Aas needed basis@ only. There is no guarantee on annual volume. Hidalgo County purchases approximately 80% bulk fuel and 20% fuel from fueling stations. **Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.**

BID PRICE:

Bid your lowest margin of profit for all gasoline and diesel grades. **The margin of profit shall remain the same for both bulk fuel and fueling stations.**

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 Sheriff's Office.

Prices that HIDALGO COUNTY will pay or all fuel delivery during the term of the contract will be based upon the bidder price above or below on the Month Day Year, **OPIS report (Harlingen Pad) RACK PRICE**. Bidder must provide a copy of the Month Day Year OPIS report along with the bid and a relevant OPIS report current (Harlingen Pad) with each invoice.

REFERENCES:

A list of a minimum of five references/ contracts for any national, state, local political subdivision, private sector or other entity must be submitted along with your bid for qualification. Information regarding point of contact and contract term should include, but not limited to, the following:

- 1) Company
- 2) Contact Person
- 3) Phone Number
- 4) Term of the contract

After the bid is awarded and the awarded bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, HIDALGO COUNTY reserves the right to seek goods/services from the secondary vendor, state awarded vendors or any other cooperative purchasing programs at no additional

cost to the County.

RESPONSIBLE BIDDER:

Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

The business must be a well established organization and have any adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

TERM OF THE CONTRACT:

HIDALGO COUNTY is requesting bids for **AGASOLINE, AND DIESEL FUEL@** for a one (1) year term with the County=s option to extend the contract for an additional two (2) one (1) year terms.

Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

Bid prices are to remain firm from **BID AWARD DATE** through the termination of contract.

TERMINATION:

Either party may terminate this agreement upon giving written notice ninety (90) days prior to effective date of said termination.

Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

If termination of contract is necessary, the successful bidder will not add any termination penalties to said contract.

COMPLIANCE WITH SPECIFICATIONS & HIDALGO COUNTY=S RIGHT OF SELECTION:

All bidder(s) shall abide by & comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

Bidders will be required to comply with all applicable equal employment opportunity laws and regulations.

EVALUATION OF BIDS:

All bids shall be evaluated on all factors involved, i.e., price, quality, and service, etc., whichever is in the best interest of the County.

No cash advance discount will be considered.

DEVIATIONS FROM SPECIFICATIONS:

All deviations from the specifications must be noted in writing , in detail by bidder at the time of submittal of the bid. Deviations will be submitted to Commissioner=s Court for discussion.

AOR EQUAL@ INTERPRETATION CLAUSE:

Any time a particular manufacturer=s name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bid, the bidder shall indicate clearly the product on which bidding,

and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

No substitutions will be accepted after item(s) have been awarded as specified.

REPRESENTATIONS:

The vendor represents that the items/and or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part of or all of the items and/or services fail to meet the expectations of HIDALGO COUNTY, HIDALGO COUNTY may on a ten (10) day notice, terminate this agreement and be relieved of any further obligation to vendor.

ERRORS IN BIDS, RELIEF OF BIDS:

Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids, failure to do so will be at the bidder=s own risk and bidder cannot secure relief of the plea or error. Neither law nor regulation make the allowance for errors or omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

PRODUCT QUALITY:

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Detailed explanation of warranties must be provided with bid.

For purpose of this specification, contamination is defined as any element which enters pure refined gasoline and diesel fuel either naturally or by purposeful action which is not a product of refined crude oil. With the exception of winter additives, detergents, and identifying dyes, any amount of alcohol is considered contamination and will not be allowed. Vendor shall be responsible for the removal of contaminated fuel from **HIDALGO COUNTY** property within three (3) working days after requested to do so should laboratory test results show fuel contains any level of alcohol or other contaminants. The vendor shall also be responsible for all cleanup required to all **HIDALGO COUNTY** property, storage facilities, vehicles and equipment as a result of non-compliance with specifications. Furthermore, the vendor shall be fully responsible for any and all cost incurred by **HIDALGO COUNTY** for any vehicles or equipment sustaining damage which is attributed to contaminated fuel(s) which the vendor has delivered.

III. **BID AWARD:**

HIDALGO COUNTY will award bid to the bidder with the lowest margin of profit. A APrimary@ and ASecondary@ vendor will be awarded for purchases from this contract through the effective period of this award. In situations when the APrimary@ vendor does not comply with the specifications, requirements, terms, conditions, obligations, including delivery all contained within this bid packet, departments will purchase from the ASecondary@ vendor. For evaluation & consideration of items bid, samples may be requested.

IV. **DELIVERY INSTRUCTIONS:**

Delivery hours are from 8:00 A.M. through 12:00 P.M., and 1:00 P.M. through 4:00 P.M. Monday through Friday.

Bidder shall deliver the requested amount of fuel within 24 hour of a properly executed purchase order. Partial orders will be considered as a basis of non-compliance.

V. BILLING AND PAYMENT INSTRUCTIONS:

Invoice must include:

- A) Marked- AHIDALGO COUNTY- GASOLINE, ON & OFF HIGHWAY DIESEL FUEL@
- B) Copy of signed delivery ticket

County makes payments monthly upon request of a properly executed invoice & documentation from the cosignee.

Contact person for Billing & Payment questions:

*Raymundo Eufrazio, CPA
Hidalgo County Auditor
Hidalgo County Administration Building
100 E. Cano, 3rd Floor
Edinburg, Texas 78539
(956) 318-2511*

VI. ADDITIONAL REQUIREMENTS

Compliance with all specifications is required. Detailed specifications are included.

Bidder must provide (1) one 1000 gallon fuel storage tanks, (3) three 2000 gallon fuel storage tanks, (4) four pumps and Spill Containment/Dike area for each new tank at the following locations.

Bidder shall also be available to provide **HIDALGO COUNTY** with **additional fuel storage tank(s) , pumps and dikes as needed or required.** Bidder must deliver fuel ordered to these locations within 24 hours of the County=s order. Storage tanks, pumps and/or installation of tanks , pumps and dikes will be **at no additional charge** to Hidalgo County.

Spill Containment/Dike area: Vendor is responsible for providing a spill containment/dike area for any new tank requested by Hidalgo County to be in compliance with OSHA under the OSHA Standards for general industry ' 1910.106(b)(2)(vi)(c).

DESIGNATED ADDRESS	DEPARTMENT &	NO. OF STORAGE TANKS	NO. OF PUMPS
Precinct No. 2 301 E. State- Pharr, Texas Phone: 956/787-1891 Contact: Yoli Cisneros		One (1) 1000 Gallon Gasoline	1
Precinct No. 3 414 W. 12 th Street- Mission, Texas Phone 956/585-4509 Contact: Olivero Solis/ J.D. Villarreal		One (1) 2000 Gallon Gasoline One (1) 2000 Gallon On Highway Diesel One (1) 2000 Gallon Off	None

	Highway Diesel	
Precinct No. 4 1102 N. Doolittle - Edinburg, Texas Phone No.: 956/383-3112 Contact : Jr. Munoz	None	One (1) Gasoline Two (2) Diesel

Bidder must provide a list of secured, contracted and operational fueling stations with bid submission. Hidalgo County reserves the right to confirm and verify fueling locations. Failure to submit will disqualify bid.

Bidder must also provide County and all of its departments the convenience and the ability to refuel gasoline or diesel, at a minimum of one (1) commercial gasoline/ on- highway diesel dispensing location open at least twelve (12) hours situated within cities listed below & one (1) commercial gasoline dispensing location (in the Edinburg area) open at least 24 hours each day:

- G. Edinburg, Texas
- H. McAllen, Texas
- I. Mission, Texas
- J. Pharr, Texas
- K. Weslaco, Texas

Bidder shall fully service HIDALGO COUNTY vehicles and personnel from all departments and/or branches of the County in the location listed at least twelve (12) hours each day. EDINBURG location shall be open twenty-four (24) hours each day.

Bidder shall deliver the fuel ordered within 24 hours of the County=s order to County=s existing storage facilities at the sites listed as follows:

DESIGNATED DEPARTMENT/ ADDRESS	NO. OF STORAGE TANKS
Hidalgo County Adult Detention Center (Motor Pool) 713 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 X-6185 Contact: Carlos Becerra	One (1) 20,000 Gallon Gasoline Tank One (1) 5,000 Gallon Diesel Tank Two (2) 2,400 Gallon Diesel Tanks One (1) 1,000 Gallon Diesel Tank One (1) 150 Gallon Diesel
Hidalgo County Precinct no. 1- Adm./ Shop 1902 Joe Stephens- Weslaco, Texas Phone No. 956/968-8733 Contact: Noe Montes	One (1) 5000 Gallon Gasoline Tank One (1) 5000 Gallon Diesel Tank
Hidalgo County Precinct No. 2 301 E. State- Pharr, Texas Phone No. 956/787/1891 Contact: Yoli Cisneros	One (1) 3000 Gallon Diesel Tank One (1) 1,000 Gasoline Tank
Hidalgo County Precinct No. 3- Shop 414 W. 12 th Street- Mission, Texas Phone No. 956/585-4509	Two (2) 2000 Gallon Off Highway Diesel Tanks One (1) 1,000 Gallon Diesel Tank

Contact: Olivero Solis/ J.D. Villarreal	One (1) 2,000 Gallon Gasoline Tank One (1) 200 Gallon Diesel
Hidalgo County Precinct No. 4- Adm./ Shop 1102 N. Doolittle Road- Edinburg, Texas Phone No.: 956/383-3112 Contact: Jr. Munoz	One (1) 6000 Gallon Gasoline Tank One (1) 4000 Gallon On-Highway Diesel Tank
Old Hidalgo County Sheriff=s Department 3100 S. Highway 281 Edinburg, Texas 78539 Phone No.: (956) 318-2649 Contact: Daniel Flores	One (1) 15,000 Gallon Diesel Tank One (1) 150 Gallon Diesel

Bidder shall also deliver the fuel ordered within 24 hours of the County=s order to County=s existing generators at the sites listed as follows:

DESIGNATED DEPARTMENT/ADDRESS	NO. OF GENERATORS
Hidalgo County Adult Detention Center 701 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 Contact: Capt. Joe Jackson	Two (2) 2,400 Gallon Diesel Fuel Tanks
Hidalgo County Adult Detention Center 711 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 Contact: Capt. Joe Jackson	One (1) 1,000 Gallon Diesel Fuel Tank
Hidalgo County Adult Detention Center (Motorpool) 713 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 Contact: Capt. Joe Jackson	One (1) 100 Gallon Diesel Fuel Tank

In the event discounts are to be granted for rapid payment, bidder is encouraged to express any such discount in its bid.

VII. ADDITIONAL INFORMATION:

Hidalgo County is requesting that any all and questions, inquiries, and clarifications regarding this bid be addressed to, Moises Salazar, Buyer, Hidalgo County Purchasing Department, 100 East Cano, 4th Floor, 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.

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						
7-1100-413-00-110-006-0-682 CO JUDGE-GASOLINE/DIESEL	5,750.00	1,372.96	2,592.55	2,592.55	1,784.49	68.97
7-1100-414-00-130-001-0-682 ELECTIONS DEPT-GASONLINE/DIESEL	13,872.25	4,655.61	9,213.56	9,213.56	3.08	99.98
7-1100-415-15-140-001-0-682 TAX OFF-GASOLINE/DIESEL	2,000.00	240.89	327.38	327.38	1,431.73	28.41
7-1100-415-18-160-001-0-682 PURCHASING-GASOLINE/DIESEL	2,000.00	850.45	949.55	949.55	200.00	90.00
7-1100-415-40-180-001-0-682 CO CLERK-GASOLINE/DIESEL	11,548.05	643.27	2,356.73	2,356.73	8,548.05	25.98
7-1100-419-10-210-001-0-682 PLANNING DEPT-GASOLINE/DIESEL	15,000.00	3,140.80	9,859.20	9,859.20	2,000.00	86.67
7-1100-419-40-220-001-0-682 GEN GOVT BLDG-GASOLINE/DIESEL	38,000.00	3,990.65	26,238.59	26,238.59	7,770.76	79.55
7-1100-419-40-220-002-0-682 BLDG MINOR ST-GASOLINE/DIESEL	12,000.00	1,548.02	4,451.98	4,451.98	6,000.00	50.00
7-1100-419-40-220-003-0-682 CRTHSE PK LOT-GASOLINE/DIESEL	7,000.00	4,319.89	2,180.11	2,180.11	500.00	92.86
7-1100-419-50-115-059-0-682 DBM-SAFETY DIV-GASOLINE/DIESEL	20,000.00	9,051.48	10,070.99	10,070.99	877.53	95.61
7-1100-421-00-280-001-0-626 SHERIFF-GASOLINE/DIESEL (BULK)	900,000.00	28,886.28	754,156.80	754,156.80	116,956.92	87.00
7-1100-421-00-280-001-0-682 SHERIFF-GASOLINE/DIESEL	56,000.00	2,908.15	28,218.57	28,218.57	24,873.28	55.58
7-1100-421-00-291-001-0-682 CONSTABLE PCT.1-GASOLINE/DIESEL	19,213.14	6,414.31	12,585.69	12,585.69	213.14	98.89
7-1100-421-00-292-001-0-682 CONSTABLE PCT.2-GASOLINE/DIESEL	20,000.00	13,141.86	6,858.14	6,858.14	.00	100.00
7-1100-421-00-293-001-0-682 CONSTABLE PCT.3-GASOLINE/DIESEL	35,000.00	8,049.36	25,835.02	25,835.02	1,115.62	96.81
7-1100-421-00-294-001-0-682 CONSTABLE PCT.4-GASOLINE/DIESEL	30,000.00	723.47	14,927.78	14,927.78	14,348.75	52.17
7-1100-421-00-295-001-0-682 CONSTABLE PCT.5-GASOLINE/DIESEL	20,000.00	9,418.33	10,581.67	10,581.67	.00	100.00
7-1100-422-10-300-001-0-682 FIREFIGHTING-GASOLINE/DIESEL	20,000.00	4,985.60	13,186.48	13,186.48	1,827.92	90.86
7-1100-423-21-280-002-0-626 JAIL-GASOLINE/DIESEL (BULK)	20,000.00	5,192.27	4,807.73	4,807.73	10,000.00	50.00
7-1100-423-21-280-002-0-682 JAIL-GASOLINE/DIESEL	15,000.00	.00	53.00	53.00	14,947.00	.35
7-1100-423-32-330-001-0-682 JUV DET HM-GASOLINE/DIESEL	2,500.00	1,238.41	1,261.59	1,261.59	.00	100.00
7-1100-432-00-121-001-0-626 SANITATION PCT.1-GASOLINE/DIESEL (BULK)	98,367.98	31,012.40	67,355.58	67,355.58	.00	100.00
7-1100-432-00-122-001-0-626 SANITATION PCT.2-GASOLINE/DIESEL (BULK)	40,000.00	6,654.44	23,345.56	23,345.56	10,000.00	75.00
7-1100-432-00-122-001-0-682 SANITATION PCT.2-GASOLINE/DIESEL	4,500.00	.00	.00	.00	4,500.00	.00
7-1100-432-00-123-001-0-626 SANITATION PCT.3-GASOLINE/DIESEL (BULK)	45,000.00	11,205.97	23,793.07	23,793.07	10,000.96	77.78
7-1100-432-00-123-001-0-682 SANITATION PCT.3-GASOLINE/DIESEL	500.00	96.27	103.73	103.73	300.00	40.00
7-1100-432-00-124-001-0-626 SANITATION PCT.4-GASOLINE/DIESEL (BULK)	35,000.00	6,461.96	28,538.04	28,538.04	.00	100.00
7-1100-432-00-124-001-0-682 SANITATION PCT.4-GASOLINE/DIESEL	.00	.00	.00	.00	.00	.00
7-1100-441-00-340-001-0-682 HEALTH ADM-GASOLINE/DIESEL	50,000.00	6,515.14	42,415.12	42,415.12	1,069.74	97.86

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						
7-1100-461-00-380-001-0-682 TX COOP EXTENSION-GASOLINE/DIESEL	5,215.50	1,063.24	3,318.25	3,318.25	834.01	84.01
1100 GENERAL FUND	1,543,466.92	173,781.48	1,129,582.46	1,129,582.46	240,102.98	84.44
1200 R&B COUNTY WIDE						
7-1200-431-00-122-004-0-682 CO SHOP-GASOLINE/DIESEL	9,500.00	1,726.96	7,235.60	7,235.60	537.44	94.34
7-1200-431-00-260-001-0-682 R-O-W DEPT-GASOLINE/DIESEL	20,000.00	1,006.51	13,144.93	13,144.93	5,848.56	70.76
1200 R&B COUNTY WIDE	29,500.00	2,733.47	20,380.53	20,380.53	6,386.00	78.35
1201 R&B PRECINCT NO.1						
7-1201-431-00-121-005-0-626 PCT.1 P/U RD-GASOLINE/DIESEL (BULK)	200,000.00	68,469.86	129,082.10	129,082.10	2,448.04	98.78
1201 R&B PRECINCT NO.1	200,000.00	68,469.86	129,082.10	129,082.10	2,448.04	98.78
1202 R&B PRECINCT NO.2						
7-1202-431-00-122-005-0-682 PCT.2 RD ADM-GASOLINE/DIESEL	500.00	.00	.00	.00	500.00	.00
7-1202-431-00-122-006-0-626 PCT.2 P/U RD-GASOLINE/DIESEL (BULK)	147,000.00	27,227.23	112,772.77	112,772.77	7,000.00	95.24
7-1202-431-00-122-006-0-682 PCT.2 P/U RD-GASOLINE/DIESEL	1,000.00	.00	.00	.00	1,000.00	.00
1202 R&B PRECINCT NO.2	148,500.00	27,227.23	112,772.77	112,772.77	8,500.00	94.28
1203 R&B PRECINCT NO.3						
7-1203-431-00-123-005-0-626 PCT.3 P/U RD-GASOLINE/DIESEL (BULK)	301,812.58	4,319.12	225,680.88	225,680.88	71,812.58	76.21
7-1203-431-00-123-005-0-682 PCT.3 P/U RD-GASOLINE/DIESEL	1,000.00	500.00	.00	.00	500.00	50.00
1203 R&B PRECINCT NO.3	302,812.58	4,819.12	225,680.88	225,680.88	72,312.58	76.12
1204 R&B PRECINCT NO.4						
7-1204-431-00-124-007-0-626 PCT.4 P/U RD-GASOLINE/DIESEL (BULK)	205,000.00	15,000.00	160,000.00	160,000.00	30,000.00	85.37
7-1204-431-00-124-007-0-682 PCT.4 P/U RD-GASOLINE/DIESEL	500.00	.00	.00	.00	500.00	.00
1204 R&B PRECINCT NO.4	205,500.00	15,000.00	160,000.00	160,000.00	30,500.00	85.16
1211 PARKS PRECINCT NO.1						
7-1211-452-00-121-013-0-626 PARKS PCT.1-GASOLINE/DIESEL (BULK)	31,418.00	6,923.86	16,288.54	16,288.54	8,205.60	73.88
1211 PARKS PRECINCT NO.1	31,418.00	6,923.86	16,288.54	16,288.54	8,205.60	73.88
1212 PARKS PRECINCT NO.2						
7-1212-452-00-122-008-0-682 PARKS PCT.2-GASOLINE/DIESEL	5,000.00	3,063.41	1,436.59	1,436.59	500.00	90.00
1212 PARKS PRECINCT NO.2	5,000.00	3,063.41	1,436.59	1,436.59	500.00	90.00
1213 PARKS PRECINCT NO.3						
7-1213-452-00-123-008-0-626 PARKS PCT.3-GASOLINE/DIESEL (BULK)	4,500.00	441.18	2,557.76	2,557.76	1,501.06	66.64
1213 PARKS PRECINCT NO.3	4,500.00	441.18	2,557.76	2,557.76	1,501.06	66.64
1214 PARKS PRECINCT NO.4						
7-1214-452-00-124-009-0-626 PARKS PCT.4-GASOLINE/DIESEL (BULK)	5,000.00	.00	.00	.00	5,000.00	.00
7-1214-452-00-124-009-0-682 PARKS PCT.4-GASOLINE/DIESEL	300.00	.00	.00	.00	300.00	.00
1214 PARKS PRECINCT NO.4	5,300.00	.00	.00	.00	5,300.00	.00

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

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING						
7-1222-412-00-080-006-0-682 DA BAD CK-GASOLINE/DIESEL	6,000.00	3,433.47	2,533.05	2,533.05	33.48	99.44
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING	6,000.00	3,433.47	2,533.05	2,533.05	33.48	99.44
1230 CONSTABLE PCT.3 INVESTIGATION HB65						
7-1230-421-00-293-010-0-682 CONST PCT3. INVEST- FUEL	2,000.00	.00	.00	.00	2,000.00	.00
1230 CONSTABLE PCT.3 INVESTIGATION HB65	2,000.00	.00	.00	.00	2,000.00	.00
1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND						
7-1246-415-15-140-003-0-682 TAX OFF-GASOLINE/DIESEL	.00	.00	.00	.00	.00	.00
1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND	.00	.00	.00	.00	.00	.00
1284 DESIGNATED PURPOSE GRANTS LVL 4						
7-1284-421-00-280-031-6-626 CDJ OPERATION LINEBACKER-GASOLINE/DIESEL	1,452.14	.00	.00	.00	1,452.14	.00
7-1284-421-00-280-031-6-682 CDJ OPERATION LINEBACKER-GASOLINE/DIESEL	200.00	.00	.00	.00	200.00	.00
1284 DESIGNATED PURPOSE GRANTS LVL 4	1,652.14	.00	.00	.00	1,652.14	.00
1285 DESIGNATED PURPOSE GRANTS LVL 5						
7-1285-421-00-293-006-7-682 LRGVDC-SOLID WASTE PCT3-GASOLINE/DIESEL	2,800.00	.00	2,505.18	2,505.18	294.82	89.47
7-1285-421-00-293-009-7-626 CONST PCT 3 BSEO-GASOLINE/DIESEL (BULK)	200.00	.00	.00	.00	200.00	.00
7-1285-421-00-293-009-7-682 CONST PCT 3 BSEO-GASOLINE/DIESEL	1,000.00	.00	.00	.00	1,000.00	.00
1285 DESIGNATED PURPOSE GRANTS LVL 5	4,000.00	.00	2,505.18	2,505.18	1,494.82	62.63
1291 HIDTA						
7-1291-412-00-270-002-0-682 HIDTA TF COMMAND CTR-GASOLINE/DIESEL	3,000.00	1,812.99	1,187.01	1,187.01	.00	100.00
7-1291-412-00-270-003-6-682 HIDTA TASK FORCE-GASOLINE/DIESEL	12,203.24	.00	12,203.24	12,203.24	.00	100.00
7-1291-412-00-270-003-7-682 HIDTA TASK FORCE-GASOLINE/DIESEL	24,000.00	11,651.07	8,343.93	8,343.93	4,005.00	83.31
1291 HIDTA	39,203.24	13,464.06	21,734.18	21,734.18	4,005.00	89.78
1292 WIC						
7-1292-441-00-350-001-7-682 WIC ADM-GASOLINE/DIESEL	10,300.00	1,666.76	8,633.24	8,633.24	.00	100.00
7-1292-441-00-350-001-8-682 WIC ADM-GASOLINE/DIESEL	20,000.00	16,033.00	.00	.00	3,967.00	80.17
1292 WIC	30,300.00	17,699.76	8,633.24	8,633.24	3,967.00	86.91
1293 HEALTH DEPARTMENT						
7-1293-441-00-340-005-0-682 H.D. ADM-GASOLINE/DIESEL	10,000.00	10,000.00	.00	.00	.00	100.00
7-1293-441-00-340-008-7-682 T.B. CONTROL-GASOLINE/DIESEL	712.55	19.02	693.53	693.53	.00	100.00
7-1293-441-00-340-013-6-682 TDH PHPSB-GASOLINE/DIESEL	1,527.85	380.58	1,074.41	1,074.41	72.86	95.23
7-1293-441-00-340-013-8-682 TDH PHPSB-GASOLINE/DIESEL	500.00	500.00	.00	.00	.00	100.00
1293 HEALTH DEPARTMENT	12,740.40	10,899.60	1,767.94	1,767.94	72.86	99.43
1295 POST ADJUDICATION JUVENILE BOOT CAMP						
7-1295-423-00-330-028-0-626 WESL B/C-GASOLINE/DIESEL (BULK)	800.00	365.76	292.13	292.13	142.11	82.24
7-1295-423-00-330-028-0-682 WESL B/C-GASOLINE/DIESEL	4,962.43	1,504.92	3,457.08	3,457.08	.43	99.99

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>
1295 POST ADJUDICATION JUVENILE BOOT CAMP						
1295 POST ADJUDICATION JUVENILE BOOT CAMP	5,762.43	1,870.68	3,749.21	3,749.21	142.54	97.53
1297 ADULT PROBATION						
7-1297-423-00-320-002-7-682 BASIC SUPERVISION-GASOLINE/DIESEL	4,897.33	144.80	814.91	814.91	3,937.62	19.60
7-1297-423-00-320-002-8-682 BASIC SUPERVISION-GASOLINE/DIESEL	3,500.00	3,000.00	.00	.00	500.00	85.71
7-1297-423-00-320-005-7-682 RESTITUTION CTR-GASOLINE/DIESEL	30,341.61	.00	28,715.01	28,715.01	1,626.60	94.64
7-1297-423-00-320-005-8-682 RESTITUTION CTR-GASOLINE/DIESEL	40,000.00	20,000.00	.00	.00	20,000.00	50.00
7-1297-423-00-320-008-7-682 COMM CORR-GASOLINE/DIESEL	2,388.52	.00	2,182.13	2,182.13	206.39	91.36
7-1297-423-00-320-008-8-682 COMM CORR-GASOLINE/DIESEL	2,000.00	1,200.00	.00	.00	800.00	60.00
1297 ADULT PROBATION	83,127.46	24,344.80	31,712.05	31,712.05	27,070.61	67.43
7 YEAR	2,660,783.17	374,171.98	1,870,416.48	1,870,416.48	416,194.71	84.36

AI-6262

16.A.8.

**Construction of New County Government Facility
CC REGULAR**

Date: 10/30/2007

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 the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Surveyor Services in connection with Hidalgo County - New County Government Facility;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of surveyors in connection with professional surveying & related services required for the design construction of Hidalgo County's New Government Facility;

1st. _____; 2nd. _____;

3rd. _____;

C. Authority for the Purchasing Department to negotiate a professional Surveyor Services Contract with the No.1 ranked firm of _____ for the provision of Surveyor Services for Hidalgo County New Government Facility.

D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Hidalgo County - New County Government Facility;

E. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineer services required for the design construction of Hidalgo County's New Government Facility;

1st. _____; 2nd. _____;

3rd. _____;

F. Authority for the Purchasing Department to negotiate a professional Engineer Services Contract with the No.1 ranked firm of _____ for the provision of Engineer Services for Hidalgo County New Government Facility.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 07-1302-413-00-220-034-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Two million dollars available

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/25/2007 02:48 PM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 04:50 PM	APRV
3	Erika Reyna	Erika Reyna	10/26/2007 09:58 AM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Marty Salazar
Started On: 10/24/2007 05:29 PM

Final Approval Date: 10/26/2007

AI-6209

16.A.9.

**Website Development Designer Services
CC REGULAR**

Date: 10/30/2007

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation for discussion, acceptance, and approval of the final negotiated contract (including best and final offer" (subject to legal review) with CivicPlus, Inc. for RFP NO: 2007-348-09-05-VYG-Hidalgo County-Website Development Designer Services" Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

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

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$4,765.51 as of 10/25/07. **Pending transfer AI-6250, which will include a \$26,000.00 transfer from 747 to 336.**

Attachments

Link: [Best and Final Offer Request](#)

Link: [Service Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Moises Salazar	10/25/2007 06:35 AM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 09:09 AM	APRV
3	Dale Kennan	Dale Kennan	10/26/2007 07:56 AM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Vangie Garcia
Started On: 10/24/2007 11:37 AM

Final Approval Date: 10/26/2007

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Ashley Fruechting, Regional Director Of Sales
CivicPlus

From: Vangie Y. Garcia, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: October 24, 2007

Re: Best and Final Offer -"Hidalgo County-Website Development Designer Services"
RFP NO: 2007-348-09-05-VYG

Pursuant to today's conference call meeting, a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. IT Department Director, Renan Ramirez went over what the project entailed. Another point that was expressed was regarding the insurance requirements that CivicPlus must comply to in order to be in compliance (Please refer to the packet-Exhibit C-Insurance Requirements). Also, the CIQ Form, form must be recorded at Hidalgo County Clerk's Office (Please refer to the packet-Exhibit D) and in the Legal Terms-Line Item Number 20, it discloses more detailed information regarding the CIQ Form.

And finally, the request for CivicPlus "Best and Final Offer" was discussed. Your original proposal is at \$29,800 and at this time Hidalgo County is requesting for consideration a "Best and Final Offer" for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by today, Wednesday, October 24, 2007, by 2:00 P.M., or sooner, in order to proceed in placing on the agenda for the following Commissioner's Court date of Tuesday, October 30, 2007, for approval of the "Best And Final Offer" and approval of the "Contract".

If you have any questions, please call me at (956) 292-7000-Extension 4856. Thank you.

Best and Final Offer: \$ \$29,800

Signed: Cynthia L Peters

Title: Director of Client Services

Printed Name: Cynthia L Peters

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-348-10-30

THIS CONTRACT is made and entered into this 30th day of October, 2007 by and between the **County of Hidalgo, Texas** ("County"), and **Icon Enterprises, d/b/a CivicPlus** a Kansas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for proposals for **“Website Development Designer Services”** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, a copy of such specifications and proposal 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 propoal to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County . 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 Hidalgo County 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 of **two (2) years**, commencing October 30, 2007 and expiring on October 30, 2009, with County's option to renew for one (1) year term, under the same rates, terms, and conditions. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain

throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

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

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

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

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

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

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

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

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

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

If to Company **Icon Enterprises, d/b/a CivicPlus**
Attn: Ashley Fruechting, Regional Director of
Sales
317 Houston Suite E
Manhattan, Kansas 66502

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance

with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of____,

2007.

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Steven L. Crain

COUNTY OF HIDALGO, TEXAS

Juan D. Salinas, III, County
Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY: Icon Enterprises, d/b/a
CivicPlus

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS

DRAFT

EXHIBIT "B"
VENDOR'S BID

DRAFT

DRAFT

EXHIBIT "C"

INSURANCE REQUIREMENTS

DRAFT

AI-6221

16.A.10.

**Cell Phone Purchase
CC REGULAR**

Date: 10/30/2007

Submitted By: Priscilla Torres, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Requesting approval to replace cell phones for the following Elected Officials, Departments and/or Programs under the Texas Facilities Commissions' awarded vendors through - DIR TELE06-27-03/ TEXAN 2000 SPR-W contract.

1. Tax Office for Armando Barrera in the amount of \$149.99 for one Man-20 cell phone under requisition #120025 to replace phone that is not working properly.
2. Pct. #3 for Sabas Sandoval and Marcello Garza in the amount of \$169.99 per phone under requisition #120421 to replace damaged phones.

B. Requesting approval for the purchase of cell phones through forfeiture funds for the Sheriff's office through P.O. # 593692 due to urgency to replace non-functioning phones needed for work purposes . Replacement of one phones is for:

1. Sanyo 2400 in the amount of \$169.99 one (1) unit.
2. TREO 700 in the amount of \$649.99 one (1) phone.

BACKGROUND

1 and 2. Approval was awarded through Comm. Court action on 11-21-2006, and instant message attached showing approval by I.T. on the phones being requested.

2.Sheriff's Office - one staff member has been using the 911 Emergency back-up phone, and other staff member has been using personal phone so as to continue work duties/responsibilities.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: various

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

All items have funding available for pending requisitions and/or purchase order as of 10/25/07.

Attachments

Link: Cell Phones

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/25/2007 12:51 PM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 01:56 PM	APRV
3	Dale Kennan	Dale Kennan	10/25/2007 04:28 PM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Priscilla Torres
Started On: 10/24/2007 02:32 PM

Final Approval Date: 10/26/2007

Requisition

Req # 00120421

PO #

Date: 10/23/07

Bill To: x
x

Vendor: 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: HIDALGO CO. PCT 3
724 N. Breyfogle
MISSION TX 78574

Contact: 956-585-4509

Contract No:

Special Instructions:
REQ# 1083

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2	EACH	APPROVED BY DOMINGO VILLARREAL JR. / MRS. PARRAS DO NOT DUPLICATE ORDER SANYO 2400 CELL PHONE Account No 7-1203-431-00-123-005-0-664 FOR USE AT PRECINCT#3 FOR CELL PHONE FOR EMPLOYEE (SABAS SANDOVAL #289-2671) DAMAGED (IT DEPT. DOESN'T HAVE ANY USED PHONES) & (MARCELLO GARZA #393-1831) DAMAGED REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	169.99 <u>Encumbrance</u> 339.98 Freight Total	339.98 339.98

DK

Authorized By: _____

Requisition

Req # 00120025

PO #

Date: 10/16/07

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: TAX ASSESSOR-COLLECTOR
100 E. CANO, 1ST FL
EDINBURG TX 78539

Contact: MARIA GARCIA
956-289-7472

Contract No:

Special Instructions:
C-225

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER NEW CELL PHONE FOR MR BARRERA JR., RTA NEEDS TO BE REPLACED WITH MAN-20 CELLUAR TELEPHONE Account No _____ 7-1100-415-15-140-001-0-664 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	149.99 Encumbrance 149.99 Freight Total	149.99 149.99

*Texan 2000
DIR*

Authorized By: _____

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr. RTA

ASSESSOR AND COLLECTOR

EDINBURG, TEXAS 78540-0178

P.O. Box 178

(956) 318-2160

FAX (956) 318-2733

**To: Raymundo Eufrazio, County Auditor
Hidalgo County Auditor Department**

From: Armando, Barrera Tax Assessor and Collector
Hidalgo County Tax Office

Date: October 25, 2007

Re: Phone Replacement

At this time I am requesting a cell phone replacement for Mr. Barrera Jr., RTA Tax Assessor/Collector. This cell phone is not working properly. The led light does not work and it is not receiving incoming or outgoing calls.

Should you have any questions please call Mary Garcia at (956) 289-7472.

Account Number: 7-1100-415-15-140-001-0-532



OCT 25 2007

Armando Barrera Jr.
7:55

- 10. A. Presentation by Mr. William "Bill" Rusteberg, (Hidalgo County Section 125 Plan Consultant) the scoring and evaluation grid for the responses received in connection with Hidalgo County's Request for Proposals (RFP's) for: "Section 125 Voluntary Products" for the purposes of ranking and award by Hidalgo County Commissioner's Court;**

Presentation made by Mr. William "Bill" Rusteberg.

- B. Requesting authority for Purchasing Department, Consultant (Bill Rusteberg) and Legal Council to negotiate a final services contract (s) with the number one ranked vendor(s), for "Section 125 Plan Voluntary Products";**

NO ACTION taken on this item.

At this time Commissioner Palacios returns to the Court.

- C. Modification to existing contract (C-05-158-11-22) with National Plan Administrators (NPA) to include clarification(s) of the fee(s) structure as attached on "Exhibit 1", with direction to NPA that all awarded voluntary products vendors inform all participating Hidalgo County (Departments, Programs)employees of the \$1 per month fee(s) for the plan year effective 2-1-07.**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

At this time Commissioner Palacios steps out of the Court.

- 11. A. Ratify list of cell phones marked for renewal of service under new contract and as attached hereto**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

- B. Authorize the following cell phone service:**
- 1. WIG - Mobile clinic, 400 mm. plan**
 - 2. Emergency Management Coord. , 400 mm. plan**
 - 3. County Auditor - Data Card**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval on items #1 thru 3.

At this time the Court moved to item #15-B.

Account Number	Department Name	User Name	Plan Name	Plan Cost	Min/Mo
1100412000610010	JP PCT 1/PL 1	Gilberto Saenz	BE 400	\$ 42.00	400
1100412000680010	JP PCT 4/PL 2	Mary Alice Palacios	BE 3000	\$ 133.00	3000
1100414001300010	ELECTIONS DEPT	Technician	BE 400	\$ 42.00	400
1100414001300010	ELECTIONS DEPT	Rene Solis	BE 400	\$ 42.00	400
1100414001300010	ELECTIONS DEPT	Mike Ramirez	BE 400	\$ 42.00	400
1100414001300010	ELECTIONS DEPT	Teresa Navarro	BE 1000	\$ 59.00	1400
1100414001300010	ELECTIONS DEPT	Teresa Navarro	BE 400	\$ 42.00	400
1100415002000010	INFORMATION TECHNOLOGY	Juan De Leon	BE 1000	\$ 59.00	1000
1100415002000010	INFORMATION TECHNOLOGY	Carlos Garcia	BE 400	\$ 42.00	400
1100415002000010	INFORMATION TECHNOLOGY	Stan Ramos III	BE 1000	\$ 59.00	1000
1100415002000010	INFORMATION TECHNOLOGY	Cruz Quintana, Jr.	BE 1000	\$ 59.00	1000
1100415151400010	TAX OFF	Pablo Villarreal Jr.	BE 4000	\$ 165.00	4000
1100415151400010	TAX OFF	Armando Barrera Jr.	BE 400	\$ 42.00	400
1100415151400010	TAX OFF	David Juarez	BE 1000	\$ 59.00	1000
1100415151400010	TAX OFF	Martin Zepeda	BE 4000	\$ 165.00	4000
1100415181600010	PURCHASING	Office	BE 400	\$ 42.00	400
1100415181600010	PURCHASING	Purchasing Office	BE 400	\$ 42.00	400
1100415501900020	HUMAN RESOURCES	Esther A. Cortez	BE 1000	\$ 59.00	1000
1100419102100010	PLANNING DEPT	Raul E. Sesin	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Adrian Luna	BE 1000	\$ 59.00	1000
1100419402200010	GEN GOVT BLDG	Manuel Garcia	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	David Martinez	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Daniel Guerra	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Domingo Villalpando	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Joe Castillo	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Mike Cruz	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Javier Carreon	BE 1000	\$ 59.00	1000
1100419402200010	GEN GOVT BLDG	Mario Montes	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Daniel Flores	BE 1000	\$ 59.00	1000
1100419402200010	GEN GOVT BLDG	Martin Luna	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Irene Cantu	BE 1400	\$ 76.00	1400
1100419402200010	GEN GOVT BLDG	Seferino Garza	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Juan Rodriguez	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Office Use	BE 400	\$ 42.00	400
1100419402200030	CRTHSE PK LOT	Rolando Gonzalez	BE 1400	\$ 76.00	1400
1100419402200030	CRTHSE PK LOT	Armando Lemus	BE 2000	\$ 91.00	2000
1100419402200030	CRTHSE PK LOT	Roberto Lugo Jr.	BE 1000	\$ 59.00	1000
1100419502300010	RISK MANAGEMENT	Lorenzo Ortiz	BE 1000	\$ 59.00	1000
1100419502300010	RISK MANAGEMENT	James Chris Trevino	BE 1000	\$ 59.00	1000
1100419502300010	RISK MANAGEMENT	Sergio Reyes	BE 400	\$ 42.00	400
1100419502300010	RISK MANAGEMENT	Rene Parrao	BE 1000	\$ 59.00	1000
1100419502300010	RISK MANAGEMENT	Armando Guzman	BE 1000	\$ 59.00	1000
1100419502300010	RISK MANAGEMENT	Adolfo Trevino	BE 400	\$ 42.00	400
1100419502300010	RISK MANAGEMENT	Darryn Caraveo	BE 1000	\$ 59.00	1000
1100419502300010	RISK MANAGEMENT	Pete Luna	BE 400	\$ 42.00	400

Account Number	Department Name	User Name	Plan Name	Plan Cost	Min/Mo
1100421001150280	TX ALCOHOLIC BEVERAGE COMM	Neva Saenz	BE 400	\$ 42.00	400
1100421001150280	TX ALCOHOLIC BEVERAGE COMM	Aida I Cantu	BE 1000	\$ 59.00	1000
1100421001150280	TX ALCOHOLIC BEVERAGE COMM	Mario Villarreal	BE 3000	\$ 133.00	3000
1100421001150280	TX ALCOHOLIC BEVERAGE COMM	Charlotte Knox	BE 400	\$ 42.00	400
1100421001150280	TX ALCOHOLIC BEVERAGE COMM	Oliver Ochoa Jr.	BE 2000	\$ 91.00	2000
1100421002930010	CONSTABLE PCT.3	Rafael Ochoa Jr.	BE 1400	\$ 76.00	1400
1100421002930010	CONSTABLE PCT.3	David Munoz	BE 1000	\$ 59.00	1000
1100421002930010	CONSTABLE PCT.3	Raquel V. Cavazos	BE 2000	\$ 91.00	2000
1100422103000010	FIREFIGHTING	Victor Fonseca Jr.	BE 1000	\$ 59.00	1000
1100422103000010	FIREFIGHTING	Wesley D. Bradley	BE 1000	\$ 59.00	1000
1100422103000010	FIREFIGHTING	Juan G. Martinez	BE 1000	\$ 59.00	1000
1100422103000010	FIREFIGHTING	Marco Romero	BE 400	\$ 42.00	400
1100422103000010	FIREFIGHTING	Javier Garcia	BE 400	\$ 42.00	400
1100432001230010	SANITATION PCT.3	George O'cana	BE 1000	\$ 59.00	1000
1200413001150420	COLONIA ACCESS PRG	Agapito Vargas	BE 1000	\$ 59.00	1000
1200431002600010	RIGHT OF WAY	Jaime Salinas	BE 400	\$ 42.00	400
1200431002600010	RIGHT OF WAY	J. Benito Rodrigues	BE 1000	\$ 59.00	1000
1200431002600010	RIGHT OF WAY	Guadalupe Rodríguez	BE 400	\$ 42.00	400
1202431001220050	PCT.2 RD-ADM	Paulino Rivera	BE 1000	\$ 59.00	1000
1202431001220050	PCT.2 RD-ADM	Carlos Contreras	BE 400	\$ 42.00	400
1202431001220050	PCT.2 RD-ADM	Roque Cavazos	BE 1000	\$ 59.00	1000
1202431001220050	PCT.2 RD-ADM	Ricardo Cuellar	BE 1400	\$ 76.00	1400
1202431001220050	PCT.2 RD-ADM	Luis Garza	BE 400	\$ 42.00	400
1203431001230040	PCT.3 RD-ADM	Enrique Chavez	BE 2000	\$ 91.00	2000
1203431001230040	PCT.3 RD-ADM	Domingo Villarreal	BE 3000	\$ 133.00	3000
1203431001230040	PCT.3 RD-ADM	Alvin Patina II	BE 400	\$ 42.00	400
1203431001230040	PCT.3 RD-ADM	Sabas Sandoval	BE 400	\$ 42.00	400
1203431001230040	PCT.3 RD-ADM	Gilberto Cavazos	BE 1000	\$ 59.00	1000
1203431001230040	PCT.3 RD-ADM	Daniel Hernandez	BE 1400	\$ 76.00	1400
1203431001230040	PCT.3 RD-ADM	Marcello Garza	BE 2000	\$ 91.00	2000
1203431001230040	PCT.3 RD-ADM	Mona Parras	BE 400	\$ 42.00	400
1203431001230040	PCT.3 RD-ADM	Jesus Vela	BE 2000	\$ 91.00	2000
1204431001240070	PCT.4 P/U RD	Juan M. Carranza	BE 1000	\$ 59.00	1000
1204431001240070	PCT.4 P/U RD	Roberto Andrade	BE 400	\$ 42.00	400
1204431001240070	PCT.4 P/U RD	Danny Hernandez	BE 400	\$ 42.00	400
1213452001230080	PARKS PCT.3	Sergio H. Saenz	BE 1000	\$ 59.00	1000
1214452001240090	PARKS PCT.4	Jaime Guerra	BE 400	\$ 42.00	400
1223412000800070	DA INVESTIGATION HB65	Charlie Vela	BE 2000	\$ 91.00	2000
1223412000800070	DA INVESTIGATION HB65	Jorge Salazar	BE 1400	\$ 76.00	1400
1223412000800070	DA INVESTIGATION HB65	Roy Cazares	BE 400	\$ 42.00	400
1223412000800070	DA INVESTIGATION HB65	Joe Segundo	BE 400	\$ 42.00	400
1292441003500016	WIC ADM	WIC Mobile	BE 2000	\$ 91.00	2000
1292441003500016	WIC ADM	Norma L. Longoria	BE 400	\$ 42.00	400
1292441003500016	WIC ADM	Blanca Castilla	BE 400	\$ 42.00	400
1292441003500016	WIC ADM	Clarissa Ramirez	BE 400	\$ 42.00	400

Account Number	Department Name	User Name	Plan Name	Plan Cost	Min/Mo
1293441003400136	HEALTH CLINICS	Fernando Martinez	BE 400	\$ 42.00	400
1293441003400136	HEALTH CLINICS	Lilibeth Garcia	BE 400	\$ 42.00	400
1293441003400136	HEALTH CLINICS	Nina Worley	BE 1000	\$ 59.00	1000
1293441003400136	HEALTH CLINICS	Minerva Carranza	BE 400	\$ 42.00	400
1293441003400136	HEALTH CLINICS	Juan Roel Torres	BE 400	\$ 42.00	400
1293441003400136	HEALTH CLINICS	Lucila Vargas	BE 400	\$ 42.00	400
6121245200122000	PCT.2 PARKS	Armando Rivera	BE 400	\$ 42.00	400

Hidalgo County Instant Messaging Client

Priscilla Torres [1:36 PM]:

MS. EDNA

Priscilla Torres [1:36 PM]:

QUESTION ON REQ. 120260

Priscilla Torres [1:37 PM]:

THEY ARE REQUESTING INTERNET SERVICES

Priscilla Torres [1:37 PM]:

IS THIS O.K.

Edna Kirby [2:13 PM]:

LET ME ASK ,I DO NOT KNOW

Priscilla Torres [2:19 PM]:

K

Priscilla Torres [3:16 PM]:

MS. EDNA, DID YOU FIND OUT??

Edna Kirby [3:17 PM]:

I NEED TO CHECK .GRISELDA IS NOT IN TODAY ,NO
.HER IF SHE KNOW ANYTHING/W

Priscilla Torres [3:26 PM]:

K

Priscilla Torres [3:26 PM]:

**I HAD ALREADY ASKED HER, BUT SHE NEVER
RESPONDED**

Edna Kirby [3:27 PM]:

SHE IS NOT IN TODAY

Priscilla Torres [3:37 PM]:

K

Priscilla Torres [3:38 PM]:

**IF THEY HAD INTERNET SERVICES BEFORE,
CAN THEY CONTINUE TO GET THEM?**

Edna Kirby [3:38 PM]:

.I AM NOT SURE

Priscilla Torres [11:11 AM]:

MS. EDNA

Priscilla Torres [11:11 AM]:

IS GRIS IN TODAY?

Priscilla Torres [11:11 AM]:

I NEED INFO ON A PHONE

Priscilla Torres [11:11 AM]:

PLEASE

Edna Kirby [11:12 AM]:

she is not ,no

Priscilla Torres [11:15 AM]:

WHO ELSE CAN HELP ME

Priscilla Torres [11:15 AM]:

**I NEED TO KNOW IF DEPT. IS AUTHORIZED TO
PURCHASE A MAN-20 CELL PHONE**

Priscilla Torres [11:15 AM]:

I NEED TO PLACE IT ON THE AGENDA

Priscilla Torres [11:16 AM]:

REQ. IS 120025AND 120421

Edna Kirby [11:16 AM]:

120260req

Edna Kirby [11:19 AM]:

i am trying to ask renan ,give me some time

Priscilla Torres [11:31 AM]:

thank you

Edna Kirby [11:41 AM]:

it okay to purchase ,Ramirez .as per Mr

Priscilla Torres [11:43 AM]:

**MR. BARRERA IS REQUESTIN G A MAN -20 CELL
PHONE**

Priscilla Torres [11:43 AM]:

THAT'S O.K. TOO?

Edna Kirby [11:43 AM]:

.okay to purchase ,Ramirez .as per Mr

AI-6216

16.A.11.

Removal Of Fixed Assets From Inventory

CC REGULAR

Date: 10/30/2007
Submitted By: Luisa Pearson, 389TH DISTRICT COURT
Submitted For: Luisa Pearson
Department: 389TH DISTRICT COURT
Agenda Area: Purchasing Department

Information

CAPTION

389th District Court:
Request approval to remove the following fixed asset from inventory:
CPU Intel P-4 2 GHZ Mini-tower (Asset #39684)

BACKGROUND

Item was mistakenly listed as a 389th asset, but should have been a 398th asset. Item was surplused on 02/09/07 (as approved by Judge Aida Salinas Flores) and was never removed from 389th's inventory.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 02:06 PM	APRV
2	Dale Kennan	Dale Kennan	10/24/2007 04:09 PM	APRV
3	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Luisa Pearson
Started On: 10/24/2007 01:27 PM

Final Approval Date: 10/26/2007

AI-6181
Pre-Cast Safety End Treatments
CC REGULAR

16.A.12.

Date: 10/30/2007
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Gricelda Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to advertise for a request for bids for " Pre-Cast Safety End Treatments for Hidalgo County" with approval of draft specifications as attached hereto and as presented to user departments for review, comment and approval. (RFB #: 2007-117)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 7 **ACCT. #:** 7-1204-431-00-124-00-7-0-679
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available account balance as of 10/26/07 \$ 8,232.29

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Treatments will be supplied on an "As Needed" Basis. The precincts will provide the payment account when requesting services.

Attachments

Link: [Pre-Cast Safety End Treatments](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Moises Salazar	10/25/2007 06:27 AM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 09:13 AM	APRV
3	Erika Reyna	Erika Reyna	10/26/2007 09:32 AM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Gricelda Villarreal
Started On: 10/23/2007 11:38 AM

Final Approval Date: 10/26/2007

HIDALGO COUNTY
“Safety End Treatments”
Bid No. 2007-273-00-00CGV

TERMS AND CONDITIONS/SPECIFICATIONS:

- Bidder(s) shall supply, where needed (on an “As Needed” Basis) in Hidalgo County, or Job Site, “Precast Safety End Treatments”.
- Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
- Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item bid basis, whichever is in the best interest of the County.
- After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
- Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performances of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.
- All costs and expenses associated with the preparation and submission of (bids, proposals and or/quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County

Market Volatility and Unit Price Adjustments:

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

1). Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier’s advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier’s notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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

TERM:

Bid prices shall remain firm for a period of one(1) year. Initial term of the contract will be commencing upon expiration of current contract (December 31, 2008) with the County's option to extend for an additional sixty (60) day Grace Period, under the same rates, terms and conditions.

ADDITIONAL INFORMATION:

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Hidalgo County is requesting that all questions, inquiries and clarifications regarding bid, be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, ATTN: Cris Villarreal, Buyer, 2812 South Business Hwy 281, Edinburg, Texas 78539, by **Wednesday** _____, **2007**. Responses to questions will be via facsimile by no later than, **Friday**, _____, **2007**.

AI-6266

16.A.13.

**STANDING ITEM- New Juvenile Detention Facility
CC REGULAR**

Date: 10/30/2007

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 by project architect, V-A Architecture, for approval of the following additional jobs listed for the Judge Mario E. Ramirez, Jr. Juvenile Justice Center:

1. Drop an A/C duct w/register to a small store room for IDF#2
2. Add a return from MDF room
3. Upgrade the electrical in laundry room to suffice dryer needs
4. Upgrade the electrical in kitchen area to suffice ovens baking needs

B. Requesting authority to seek proposals from participating job order contractors (Centennial Contractors-TCPN, and/or Herrera-Hunt-Harris County Board of Education, TIPS) in connection with herein listed jobs for the New Juvenile Justice Center.

BACKGROUND

Fiscal Impact

Attachments

Link: [VA Architecture Letter](#)

Link: [Letter from B&G](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/25/2007 03:12 PM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 04:58 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/26/2007 04:50 PM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW
Form Started By: Marty Salazar			Started On: 10/24/2007 05:38 PM	
Final Approval Date: 10/26/2007				

V·A Architecture

October 22, 2007

Martha L. Salazar,
Hidalgo County Purchasing Agent
Hidalgo County Purchasing Dept.
2802 Closner
Edinburg, Texas 78539

RE: Judge Mario E. Ramírez, Jr. Juvenile Justice Center for Hidalgo County, Edinburg, Texas
C#-05-007-08-02

Dear Ms. Salazar,

It is our understanding that tomorrow's Commissioner's Court Agenda includes an item for issuance of a job order contract for additional electrical work at the above referenced project.

Our office recently requested this work to connect equipment purchased by the County. Our request arose due to the lack of available betterment allowances to fund the necessary electrical modifications specifically required for two ovens located in the kitchen, and two washers and three dryers located in the laundry room, which along with other equipment, were purchased apart from Contract for Construction.

The aforementioned equipment became obsolete between the time the electrical system was installed under the Contract for Construction and the time the building was ready to receive said equipment (approximately 12 months), thus resulting in newer equipment with different electrical requirements.

As the building is currently under warranty, we concur with the issuance of a Job Order Contract, provided that the successful bidder can employ the same electrical subcontractor (Metro Electric). However, if the Court would prefer, issuance of a Change Order to Descon Construction is an option as there remains an unpaid balance of c. \$55,000.00 on their contract.

Should you have any questions, please phone our office.

Sincerely


Tomás René Canul,
Project Manager

cc: Commissioner Oscar L. Garza, Pct. 4
Daniel Flores, Hidalgo County Buildings & Grounds

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

V·A Architecture

FAX TRANSMISSION COVER SHEET

DATE: October 22, 2007 **TIME:** 4:52 pm
TO: Martha L. Salazar **FAX #:** 318-2629
318-2669 **FROM:** Tommy Canul
FIRM: Hidalgo County Purchasing Dept. **V·A JOB #:** 00-1001
PROJECT: Judge Mario E. Ramírez, Jr. Juvenile Justice Center for Hidalgo County
Edinburg, Texas
C#-05-007-08-02

REMARKS:

TOTAL # OF PAGES (INCLUDING THIS COVER SHEET): 2

PLEASE CONFIRM RECEIPT OF THIS FAX BY CALLING (956) 631-2242 AS SOON AS POSSIBLE.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL IMMEDIATELY.

FAX OPERATOR: Sonia

Cc: Commissioner Oscar L. Garza 381-5905
Daniel Flores 318-2648

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
(956) 686-7916 Fax




BUILDING & GROUNDS
County Of Hidalgo

DANIEL FLORES
Director

MOMERANDUM

To: Moises Salazar, Buyer II
Hidalgo County Purchasing Department

From: Daniel Flores, Director 
Hidalgo County Buildings & Grounds Department

Date: October 9, 2007

Subject: New Juvenile Detention center

It is my understanding that there are no more funds to finish the following work:


- a.) Drop an A/C duct w/register to a small store room for IDF#2
- b.) Add a return from MDF room
- c.) Up grade the electrical in laundry room to suffice dryer needs
- d.) Up grade the electrical in kitchen area to suffice ovens baking needs

Because this is such a highly complex facility, it will be necessary to do a walk through with a job order contractor to show him what all is involved in performing these tasks.

RECEIVED

OCT 10 2007

PURCHASING DEPT.



AI-6264
389th State District Court
CC REGULAR

16.B.1.

Date: 10/30/2007
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

A. Presentation for discussion, consideration and approval to accept proposals received through Hidalgo County's Membership participation with State or Cooperative Purchasing Programs with "Job Order Contractors" for awarding of "Suspended Ceiling and/or Audio Equipment for the 389th State District Court" Project, in an amount not to exceed \$_____;

B. Presentation for discussion, consideration and approval to accept a proposal received through the Visual Innovations Company, Inc. awarded vendor under our membership/participation in Texas Procurement & Support Services, TXMAS contract-4-581010 in an amount not to exceed \$_____.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:

ACCT. #: 1100-412-00-008-001-0-748
MATCHING FUNDS Y/N?:

FISCAL YEAR: 2007
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:

ACCT. #: 1336-419-40-220-027-0-431
MATCHING FUNDS Y/N?:

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

ACCT. #:
MATCHING FUNDS Y/N?:

Department of Buildings & Grounds will be funding the drop ceiling expense and the 389th. will be funding the audio system expense. Both projects are estimated to cost \$20,000.00. The 389th District Court will be making a transfer to cover project cost (AI 6287).

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/25/2007 12:23 PM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 02:02 PM	APRV
3	Erika Reyna	Erika Reyna	10/26/2007 03:25 PM	APRV
4	Auditor's Office	Becky Morales	10/26/2007 04:15 PM	APRV
5	Court Administrator	Monica Badillo	10/26/2007 04:26 PM	APRV

Form Started By: Marty Salazar

Started On: 10/24/2007 05:32
PM

Final Approval Date: 10/26/2007

AI-6219

16.C.1.

**Pct.1-Invoice No. 0716-Rodriguez Engineering
CC REGULAR**

Date: 10/30/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 0716 in the amount of \$ 12,000.00 submitted by Rodriguez Engineering and for county Auditor to process invoice (after review and audit) and for County Treasurer to issue payment in connection with contract # C-06-217-07-18 (PO # 584609) for various R&B and C.I.P. projects (Mile 131/2 (from FM1015 to Mile 6).

BACKGROUND

Invoice No. 0716

Fiscal Impact

FISCAL YEAR: 2007

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$2,711,942.15 available balance as of 10/25/07.

Attachments

Link: Pct.1-Invoice
No. 0716-Rodriguez
Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Moises Salazar	10/25/2007 06:43 AM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 09:20 AM	APRV
3	Rey Salazar	Rey Salazar	10/25/2007 11:49 AM	APRV
4	Auditor's Office	Becky Morales	10/26/2007 04:17 PM	APRV
5	Court Administrator	Monica Badillo	10/26/2007 04:26 PM	APRV

Form Started By: Letty Saenz

Started On: 10/24/2007 02:29 PM

Final Approval Date: 10/26/2007

RODRIGUEZ ENGINEERING

CONSULTING ENGINEER/SURVEYOR

DATE: October 15, 2007

Invoice No. 0716

Project: PO 584609

Owner: Hidalgo County Precinct No. 1

Location: Mile 13 $\frac{1}{2}$ (From FM 1015 to Mile 6)

Engineering Services rendered toward Construction Phase for the above referenced Project:

Contract Amount:	\$ 81,216.45
Preliminary Phase (25%): (paid)	\$ 20,304.11
Design Phase (50%): (paid)	\$ 40,608.23
Construction Phase (25%):	\$ 20,304.11
Amount Due Now:	\$ 12,000.00

APPROVED FOR BILLING: _____

Nr
7-1336-431-00-121-041-0-731
PO 584609

INVOICE RECEIVED BY

R. Hernandez 10/15/07
H. Hernandez 10/15/07



AI-6256

16.D.1.

**Millenium Engineering Invoices
CC REGULAR**

Date: 10/30/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct.
2

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment:

- A) Invoice No. 07M14-13 in the amount of \$96.00 (Primavera)
- B) Invoice No. 07M14-16 in the amount of \$96.00 (Primavera)
- C) Invoice No. 07M14-20 in the amount of \$96.00 (Primavera)
- D) Invoice No. 07M14-21 in the amount of \$307.04 (Primavera)
- E) Invoice No. 07M14-22 in the amount of \$312.71 (Primavera)
- F) Invoice No. 07M14-23 in the amount of \$239.40 (Primavera)
- G) Invoice No. 07M14-26 in the amount of \$225.70 (Primavera)
- H) Invoice No. 07M14-27 in the amount of \$195.70 (Primavera)
- I) Invoice No. 07M14-28 in the amount of \$440.00 (Primavera)
- J) Invoice No. 07M14-29 in the amount of \$440.00 (Primavera)

from Millennium Engineers Group, Inc., contracted engineer for Precinct No. 2, "Primavera Subdivision" with authority for Auditor to complete processing procedures that included review & audit and for County Treasurer to issue payment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1202-431-00-122-006-0-339

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 593646; Available balance as of 10/25/2007 \$4,555.73.

Attachments

Link: [Invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Moises Salazar	10/25/2007 07:12 AM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 09:27 AM	APRV
3	Andres Castro	Andres Castro	10/25/2007 10:31 AM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Rocio Villarreal

Started On: 10/24/2007 04:57
PM

Final Approval Date: 10/26/2007

Millennium Engineers Group, Inc.

PO Box 4569

Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
8/21/2007	07M14-13

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Terms	Due Date	Project
Net 30	9/20/2007	07M14-Primavera #1 CSJ108056821 POS63494

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	3	12.00	36.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Concrete)	0.5	40.00	20.00

INVOICE RECEIVED BY:

Mary ON 9/21/07

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 8/21/07

593646

7-1202-431-00-122-006-0-339

REQ. #120595

We thank you for your prompt payment. Please remit to the above address.

Total \$96.00

Payments/Credits \$0.00

Balance Due \$96.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569

Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
8/28/2007	07M14-16

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Terms	Due Date	Project
Net 30	9/27/2007	07M14-Primavera #1CSJ108056821 PO563494

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	3	12.00	36.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Concrete)	0.5	40.00	20.00

INVOICE RECEIVED BY:
Mary ON *9/13/07*
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON *8/28/07*

593646
7-1202-431-00-122-006-0-339
REQ. #120595

We thank you for your prompt payment. Please remit to the above address.

Total	\$96.00
Payments/Credits	\$0.00
Balance Due	\$96.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569

Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
8/31/2007	07M14-20

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Terms	Due Date	Project
Net 30	9/30/2007	07M14-Primavera #1CSJ108056821 PO563494

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	3	12.00	36.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Concrete)	0.5	40.00	20.00

INVOICE RECEIVED BY:
Mary ON 9/13/07
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 8/31/07

593646
7-1202-431-00-122-006-0-339
REQ. #120595

We thank you for your prompt payment. Please remit to the above address.

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Total	\$96.00
Payments/Credits	\$0.00
Balance Due	\$96.00

Millennium Engineers Group, Inc.

PO Box 4569

Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
8/28/2007	07M14-21

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Terms	Due Date	Project
Net 30	9/27/2007	07M14-Primavera #1CSJ108056821 PO563494

Description	Qty	Rate	Amount
Atterberg Limits	1	45.00	45.00
TxDOT Proctor	1	150.00	150.00
Vehicle Trip Charge(Per Mile)	15	0.38	5.70
Engr. Technician	2.75	38.67	106.34

INVOICE RECEIVED BY:
[Signature] ON 9/13/07

GOODS/SERVICES RECEIVED BY:
[Signature] ON 8/28/07

593646
7-1202-431-00-122-006-0-339
REQ. #120595

We thank you for your prompt payment. Please remit to the above address.

Total	\$307.04
Payments/Credits	\$0.00
Balance Due	\$307.04

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569

Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
8/29/2007	07M14-22

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Terms	Due Date	Project
Net 30	9/28/2007	07M14-Primavera #1CSJ108056821 PO563494

Description	Qty	Rate	Amount
Field Density (Soils)	10	18.00	180.00
Vehicle Trip Charge(Per Mile)	15	0.38	5.70
Clerical/Administrative	1	40.00	40.00
Engr. Technician	2.25	38.67	87.01

INVOICE RECEIVED BY:
Mary ON 9/13/07
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 8/29/07

593646
7-1202-431-00-122-006-0-339
REQ. #120595

We thank you for your prompt payment. Please remit to the above address.

Total	\$312.71
Payments/Credits	\$0.00
Balance Due	\$312.71

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569

Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
8/31/2007	07M14-23

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Terms	Due Date	Project
Net 30	9/30/2007	07M14-Primavera #1CSJ108056821 PO563494

Description	Qty	Rate	Amount
Air Content (Pressure)	1	18.00	18.00
Vehicle Trip Charge(Per Mile)	30	0.38	11.40
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Concrete)	4.25	40.00	170.00

INVOICE RECEIVED BY:
Mary ON 9/13/07
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 8/31/07

593646
7-1202-431-00-122-006-0-339
REQ. #120595

We thank you for your prompt payment. Please remit to the above address.

Total	\$239.40
Payments/Credits	\$0.00
Balance Due	\$239.40

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569

Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
9/12/2007	07M14-26

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Terms	Due Date	Project
Net 30	10/12/2007	07M14-Primavera #1CSJ108056821 PO563494

Description	Qty	Rate	Amount
Asphalt Density (In-Place, Nuclear)(Rolling Pattern)	3	30.00	90.00
Vehicle Trip Charge(Per Mile)	15	0.38	5.70
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Asphalt)	2.25	40.00	90.00

INVOICE RECEIVED BY:
[Signature] ON 9/21/07
GOODS/SERVICES RECEIVED BY:
[Signature] ON 9/12/07

593646
7-1202-431-00-122-006-0-339
REQ. #120595

We thank you for your prompt payment. Please remit to the above address.

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Total	\$225.70
Payments/Credits	\$0.00
Balance Due	\$225.70

Millennium Engineers Group, Inc.

PO Box 4569

Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
9/12/2007	07M14-27

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Terms	Due Date	Project
Net 30	10/12/2007	07M14-Primavera #1CSJ108056821 POS63494

Description	Qty	Rate	Amount
Asphalt Density (In-Place, Nuclear)(Rolling Pattern)	2	30.00	60.00
Vehicle Trip Charge(Per Mile)	15	0.38	5.70
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Asphalt)	2.25	40.00	90.00

INVOICE RECEIVED BY:
[Signature] ON 9/21/07
GOODS/SERVICES RECEIVED BY:
[Signature] ON 9/12/07

593646
7-1202-431-00-122-006-0-339
REQ. #120595

We thank you for your prompt payment. Please remit to the above address.

Total \$195.70

Payments/Credits \$0.00

Balance Due \$195.70

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569

Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
9/12/2007	07M14-28

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Terms	Due Date	Project
Net 30	10/12/2007	07M14-Primavera #1CSJ108056821 PO563494

Description	Qty	Rate	Amount
Extraction, Grad. and % Asphalt	1	160.00	160.00
Bituminous Mix Theoretical SPG	1	50.00	50.00
Bituminous Compacted Specimen SPG(Always Qty. 3)	1	75.00	75.00
Boil Test (Tex-530-C)	1	65.00	65.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Asphalt)	1.25	40.00	50.00

INVOICE RECEIVED BY:

Mary ON 9/21/07

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 9/12/07

593646

7-1202-431-00-122-006-0-339

REQ. #120595

We thank you for your prompt payment. Please remit to the above address.

Total \$440.00

Payments/Credits \$0.00

Balance Due \$440.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569

Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
9/12/2007	07M14-29

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Terms	Due Date	Project
Net 30	10/12/2007	07M14-Primavera #ICSJ108056821 PO563494

Description	Qty	Rate	Amount
Extraction, Grad. and % Asphalt	1	160.00	160.00
Bituminous Mix Theoretical SPG	1	50.00	50.00
Bitumounous Compacted Specimen SPG	1	75.00	75.00
Boil Test (Tex-530-C)	1	65.00	65.00
Engr. Technician (Asphalt)	1.25	40.00	50.00
Clerical / Administrative	1	40.00	40.00

INVOICE RECEIVED BY:
[Signature] ON 9/21/07
GOODS/SERVICES RECEIVED BY:
[Signature] ON 9/12/07

593646
7-1202-431-00-122-006-0-339
REQ. #120595

We thank you for your prompt payment. Please remit to the above address.

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Total	\$440.00
Payments/Credits	\$0.00
Balance Due	\$440.00

AI-6253

16.D.2.

**R. Gutierrez Engineering Invoices
CC REGULAR**

Date: 10/30/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct.
2

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment:

- A) Invoice No. 2337 in the amount of \$11,899.40 (Val-Mex Drive)
- B) Invoice No. 2344 in the amount of \$13,707.10 (McColl Rd II)
- C) Invoice No. 2345 in the amount of \$25,260.68 (McColl RdIII)
- D) Invoice No. 2347 in the amount of \$11,899.40 (Val-Mex Drive)
- E) Invoice No. 2350 in the amount of \$4,628.00 (Tower Rd)
- F) Invoice No. 2351 in the amount of \$8,420.48 (McColl R)
- G) Invoice No. 2352 in the amount of \$2,918.95 (McColl Rd III)
- H) Invoice No. 2357 in the amount of \$11,899.40 (Val-Mex Drive)

from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, "Val-Mex Drive; McColl Rd; Tower Rd" with authority for Auditor to complete processing procedures (including review & audit) and for County Treasurer to issue payment under contract #s C-07-358-09-04;C-06-251-08-15;C-05-229-06-21

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1202-431-00-122-006-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO 593649;593649

FISCAL YEAR: 2007

ACCT. #: 7-1202-431-00-122-006-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO 593650;568623

FISCAL YEAR: 2007

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO 561453

Attachments

Link: R. Gutierrez Eng.
Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Moises Salazar	10/25/2007 07:06 AM	APRV
2	Budget & Management		10/25/2007 07:06 AM	NEW
3	Auditor's Office		10/25/2007 07:06 AM	
4	Court Administrator		10/25/2007 07:06 AM	
7	Veronica Lopez	Veronica Lopez	10/25/2007 04:44 PM	APRV
8	Budget & Management		10/26/2007 05:11 PM	PEND
9	Linda Fong		10/26/2007 05:11 PM	NEW

Form Started By: Rocio Villarreal

Started On: 10/24/2007 04:42
PM

Final Approval Date: 10/26/2007

AI-6253

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2357
Friday, October 12, 2007

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG07.032a Val-Mex Drive - Preliminary Phase Services

Project Manager: Luis Nava
Professional Services for the Period: 09/29/2007 to 10/12/2007

Billing Group: 01 Phased % of Construction
Preliminary Phase Services

Contract #: C-07-358-09-04 (WA#1)(PO# _____)

Billing Fee: \$59,497.00

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Phase Services (50% of Total)	59,497.00	100.00	60.00	35,698.20	23,798.80	11,899.40
Total Phases:						\$11,899.40

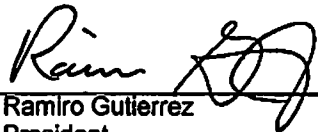
Phase Billing Totals: \$11,899.40

593649
7-1202-431-00-122-006-0-731
REQ. #120581

Billing Group Subtotal: 11,899.40

Project Totals:

***** Total Project Invoice Amount: \$11,899.40**



Ramiro Gutierrez
President

INVOICE RECEIVED BY:

ON _____
GOODS/SERVICES RECEIVED BY:

ON _____

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2337
Friday, September 14, 2007

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG07.032a Val-Mex Drive - Preliminary Phase Services

Project Manager: Luis Nava
Professional Services for the Period: 09/01/2007 to 09/14/2007

Billing Group: 01 Phased % of Construction

Preliminary Phase Services

Contract #: C-07-358-09-04 (WA#1)(PO#_____)

Billing Fee: \$59,497.00

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Phase Services (50% of Total)	59,497.00	100.00	20.00	11,899.40	0.00	11,899.40
Total Phases:						\$11,899.40


Phase Billing Totals: \$11,899.40

593649
7-1202-431-00-122-006-0-731
REQ. #120581

Billing Group Subtotal: 11,899.40

Project Totals:

***** Total Project Invoice Amount: \$11,899.40**



Ramiro Gutierrez
President

INVOICE RECEIVED BY:

ON _____
GOODS/SERVICES RECEIVED BY:

ON _____

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2347
Friday, September 28, 2007

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG07.032a Val-Mex Drive - Preliminary Phase Services

Project Manager: Luis Nava
Professional Services for the Period: 09/15/2007 to 09/28/2007

Billing Group: 01 Phased % of Construction

Preliminary Phase Services

Contract #: C-07-358-09-04 (WA#1)(PO# _____)

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Phase Services (50% of Total)	59,497.00	100.00	40.00	23,798.80	11,899.40	11,899.40
Total Phases:						\$11,899.40

Billing Fee: \$59,497.00


Phase Billing Totals: \$11,899.40

593649
7-1202-431-00-122-006-0-731
REQ. #120581

Billing Group Subtotal: 11,899.40

Project Totals:

***** Total Project Invoice Amount: \$11,899.40**



Ramiro Gutierrez
President

INVOICE RECEIVED BY: _____ ON _____
GOODS/SERVICES RECEIVED BY: _____ ON _____

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2345
Thursday, September 20, 2007

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG03.024d McColl III (Military Rd to Irrigation Ditch)

Professional Services for the Period: 01/01/2007 to 07/31/2007

Billing Group: 05 Phased Fixed Fee

Construction Staking

Contract #: C-05-229-06-21 (WA#6)(PO#568623)

Billing Fee: \$25,260.68

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
January 2007	4,290.25	16.98	100.00	4,290.25	0.00	4,290.25
February 2007	5,376.30	21.28	100.00	5,376.30	0.00	5,376.30
March 2007	4,635.14	18.35	100.00	4,635.14	0.00	4,635.14
April 2007	2,619.93	10.37	100.00	2,619.93	0.00	2,619.93
May 2007	1,812.59	7.18	100.00	1,812.59	0.00	1,812.59
June 2007	2,270.70	8.99	100.00	2,270.70	0.00	2,270.70
July 2007	4,255.77	16.85	100.00	4,255.77	0.00	4,255.77

Total Phases: \$25,260.68

Phase Billing Totals: \$25,260.68

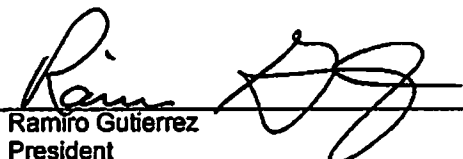
568623
7-1202-431-00-122-006-0-841
Req. #91328

Billing Group Subtotal: 25,260.68

Project Totals:

***** Total Project Invoice Amount:**

\$25,260.68


Ramiro Gutierrez
President

INVOICE RECEIVED BY: [Signature] ON 9/21/07
GOODS/SERVICES RECEIVED BY: [Signature] ON 9/21/07

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2352
Friday, September 28, 2007

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG03.024d McColl III (Military Rd to Irrigation Ditch)

Professional Services for the Period: 08/01/2007 to 09/28/2007

Billing Group: 05 Phased Fixed Fee

Construction Staking

Contract #: C-05-229-06-21 (WA#6)(PO#568623)

Billing Fee: \$28,179.63

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
January 2007	4,290.25	15.22	100.00	4,290.25	4,290.25	0.00
February 2007	5,376.30	19.08	100.00	5,376.30	5,376.30	0.00
March 2007	4,635.14	16.45	100.00	4,635.14	4,635.14	0.00
April 2007	2,619.93	9.30	100.00	2,619.93	2,619.93	0.00
May 2007	1,812.59	6.43	100.00	1,812.59	1,812.59	0.00
June 2007	2,270.70	8.06	100.00	2,270.70	2,270.70	0.00
July 2007	4,255.77	15.10	100.00	4,255.77	4,255.77	0.00
August 2007	2,032.44	7.21	100.00	2,032.44	0.00	2,032.44
September 2007	886.51	3.15	100.00	886.51	0.00	886.51
Total Phases:						\$2,918.95


Phase Billing Totals: \$2,918.95



568623
7-1202-431-00-122-006-0-841
Req. #91328

Billing Group Subtotal: 2,918.95

Project Totals:

*** Total Project Invoice Amount: **\$2,918.95**


Ramiro Gutierrez
President

INVOICE RECEIVED BY:  ON 10/5/07
GOODS/SERVICES RECEIVED BY:  ON 10/5/07

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2350
Friday, September 28, 2007

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG05.015b Tower Road (Moore Rd - Balli Rd)

Professional Services for the Period: 09/15/2007 to 09/28/2007

Billing Group: 01 Phased % of Construction

Part 1 - Moore Rd - Rancho Blanco Rd (approx 1.0 miles)

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

Billing Fee: \$274,868.00

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Phase	102,834.00	37.41	100.00	102,834.00	102,834.00	0.00
Design Phase	61,700.00	22.45	92.50	57,073.00	52,445.00	4,628.00
Construction Phase	41,134.00	14.97	0.00	0.00	0.00	0.00
Environmental Assessment (Add'l Service)	26,000.00	9.46	0.00	0.00	0.00	0.00
Right-of-Way Acquisition (Add'l Service)	36,000.00	13.10	80.00	28,800.00	28,800.00	0.00
Geotechnical Investifation (Add'l Service)	7,200.00	2.62	30.36	2,185.87	2,185.87	0.00

Total Phases: \$4,628.00

Phase Billing Totals: \$4,628.00

561453

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

Req. #82579

Billing Group Subtotal: 4,628.00

Project Totals:

***** Total Project Invoice Amount:**

\$4,628.00



Ramiro Gutierrez
President

INVOICE RECEIVED BY:


ON 10/5/07

GOODS/SERVICES RECEIVED BY:


ON 10/5/07

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2344
Friday, September 14, 2007

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG06.019c McColl Rd II (Dicker - Orangewood) Const. Staking

Project Manager: Miguel A. Huitron
Professional Services for the Period: 01/01/2007 to 07/31/2007

Billing Group: 01 Phased Fixed Fee

Construction Staking (Dicker to Orangewood)

Contract #: C-06-251-08-15 (WA#3)(PO# _____)

Billing Fee: \$13,707.10

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
January 2007	4,684.54	34.18	100.00	4,684.54	0.00	4,684.54
February 2007	353.38	2.58	100.00	353.38	0.00	353.38
March 2007	3,752.75	27.38	100.00	3,752.75	0.00	3,752.75
April 2007	1,223.83	8.93	100.00	1,223.83	0.00	1,223.83
May 2007	3,263.59	23.81	100.00	3,263.59	0.00	3,263.59
June 2007	429.01	3.13	100.00	429.01	0.00	429.01
Total Phases:						\$13,707.10

Phase Billing Totals: \$13,707.10


593650
7-1202-431-00-122-006-0-841
REQ. #120591

Billing Group Subtotal: 13,707.10

Project Totals:

***** Total Project Invoice Amount:**

\$13,707.10



Ramiro Gutierrez
President

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2351
Friday, September 28, 2007

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG06.019c McColl Road II (Dicker - Orangewood) Const. Staking

Project Manager: Miguel A. Huitron
Professional Services for the Period: 08/01/2007 to 09/28/2007

Billing Group: 01 Phased Fixed Fee

Construction Staking (Dicker to Orangewood)

Contract #: C-06-251-08-15 (WA#3)(PO# _____)

Billing Fee: \$22,127.58

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
January 2007	4,684.54	21.17	100.00	4,684.54	4,684.54	0.00
February 2007	353.38	1.60	100.00	353.38	353.38	0.00
March 2007	3,752.75	16.96	100.00	3,752.75	3,752.75	0.00
April 2007	1,223.83	5.53	100.00	1,223.83	1,223.83	0.00
May 2007	3,263.59	14.75	100.00	3,263.59	3,263.59	0.00
June 2007	429.01	1.94	100.00	429.01	429.01	0.00
August 2007	2,889.23	13.06	100.00	2,889.23	0.00	2,889.23
September 2007	5,531.25	25.00	100.00	5,531.25	0.00	5,531.25
Total Phases:						\$8,420.48

Phase Billing Totals: \$8,420.48

593650
7-1202-431-00-122-006-0-841
REQ. #120591

Billing Group Subtotal: 8,420.48

Project Totals:

***** Total Project Invoice Amount: \$8,420.48**



AI-6182

16.D.3.

**Loading and Hauling of Dirt for Pct. 2
CC REGULAR**

Date: 10/30/2007

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Gricelda Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Requesting authority to advertise a request for bids "Loading and Hauling of Dirt for Pct. #2" with approval of draft specifications/terms and conditions and as developed and drafted by user department(s). (No.: 2007-118)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 7

ACCT. #: 7-1202-431-00-122-006-0-346

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 10/26/07 \$ 40,813.52

Attachments

Link: [Pct. 2](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Moises Salazar	10/25/2007 06:27 AM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 09:16 AM	APRV
3	Erika Reyna	Erika Reyna	10/26/2007 09:19 AM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW
Form Started By: Gricelda Villarreal			Started On: 10/23/2007 11:46 AM	
Final Approval Date: 10/26/2007				

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 2 "HAULING OF DIRT WITH AN OPTION TO LOAD" BID NO. 07-118-00-00CGV

SPECIFICATIONS

Scope of Project:

Hidalgo County Precinct No. 2 is requesting bids for "Hauling of Dirt with an option to Load".

1. Request for bids will be within the area of Hidalgo County Precinct No. 2 as follows: Option I for Hauling, Option II for Loading Services of Dirt.
2. **Bid price** must be on a per cubic yard-per radius basis. Bid award will be based on low bidder meeting all specifications in each one of the mile radius listed on the bid page.
3. Bidder(s) will be responsible for providing equipment necessary for project.
4. **Bid Award:** Bid award will be to the lowest and best bid meeting all requirements. The County of Hidalgo reserves the right to: **A.** separate and accept, or eliminate any items(s) listed under this bid that is deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one or to multiple bidder if the County determines it is in its best interest to do so.
5. Contract term will be for an initial one (1) year.
6. Contract Term will be upon completion of project. The **bidder(s)** awarded the contract must **furnish proof of ownership of vehicles, provide evidence of** the required insurance identifying vehicles used for project as outlined in Exhibit "C", all necessary licenses and permits. Copies of all licenses, permits and insurance coverages must be submitted to the Hidalgo County Purchasing Department upon bid award.
7. Hidalgo County Precinct No. 2 reserves the right to award the bid to one or multiple bidders if Hidalgo County Precinct No. 2 determines it is in the best interest to do so.
8. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverages as outlined in Exhibit "C".
9. Hidalgo County Precinct No. 2 reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

10. Requesting the **minimum of Ten (10) vendor owned hauling trucks** that will be available for this bid for Hidalgo County Precinct No. 2 with the minimum of sixteen (16) cubic yards per load that will be available for the "Loading and Hauling of Dirt". Please note the make, year, model and capacity of your hauling trucks on Exhibit "D".

Additional Information:

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County;

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile no later than, Wednesday, _____, 2007 at 5:00 p.m., at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 p.m., Friday, _____, 2007.

AI-6239

16.E.1.

**Joe Williamson Construction Payment Application 8
CC REGULAR**

Date: 10/30/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Approval of request for Payment Application No. 8 in the amount of \$11,369.55 from Joe Williamson Construction Co., Inc., contracted vendor for "Construction of Precinct No. 3 Motor Pool Building" and certified for payment by project engineer Hinojosa Engineering ; C-06-181-07-25

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1203-206-00-000-002-0-000

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Retainage payable available balance as of 10/25/2007 \$11,369.55.

Attachments

Link: [Payment No. 8](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Moises Salazar	10/25/2007 06:57 AM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 09:23 AM	APRV
3	Andres Castro	Andres Castro	10/25/2007 11:10 AM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Rocio Villarreal
Started On: 10/24/2007 04:01 PM

Final Approval Date: 10/26/2007



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: County Of Hidalgo
100 E. Cano, 4th Floor
Edinburg, Texas 78539

PROJECT: Motor Pool Building
Iowa & F.M. 2221
Edinburg, Texas

FROM: Joe Williamson Construction Company

CONTRACTOR: PO Box 4352
McAllen, Texas 78502

VIA ARCHITECT: Hinojosa Engineering
108 W. 18th Street
Mission, Texas 78572

APPLICATION NO: 008

PERIOD TO: February 26, 2007

CONTRACT FOR: General Construction

CONTRACT DATE: June 26, 2006

PROJECT NOS: 05-229 / 2204 / C-06-181-06-21

Distribution to:

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 230,000.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 230,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 227,391.00
5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 227,391.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 216,021.45
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 11,369.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 2,609.00
(Line 3 less Line 6)

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

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

CONTRACTOR: Joe Williamson

Date: 3/26/07

By: *Joe Williamson*
State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 26th day of March, 2007

Notary Public: Airika Stevens
My Commission expires: April 26, 2008



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 11,369.55

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*

Date: 10-05-07

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



AIA Document G703™ - 1992

Continuation Sheet

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

APPLICATION NO: 008
 APPLICATION DATE: 02/26/2007
 PERIOD TO: 03/26/2007
 ARCHITECT'S PROJECT NO: 05-229

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
001	GENERAL CONDITIONS	33,545.00	33,545.00	0.00	0.00	33,545.00	100.00 %	0.00
141	Retement Allowance	3,000.00	2,891.00	0.00	0.00	2,891.00	96.37 %	109.00
200	SITWORK DIV. #2	0.00	0.00	0.00	0.00	0.00	100.00 %	0.00
203	Building Pad & Fill	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %	0.00
300	CONCRETE DIV.#3	0.00	0.00	0.00	0.00	0.00	100.00 %	0.00
301	Slab	34,122.00	34,122.00	0.00	0.00	34,122.00	100.00 %	0.00
400	MASONRY DIV. #4	0.00	0.00	0.00	0.00	0.00	100.00 %	0.00
401	Concrete Block	1,620.00	1,620.00	0.00	0.00	1,620.00	100.00 %	0.00
500	METALS DIV. #5	0.00	0.00	0.00	0.00	0.00	100.00 %	0.00
503	Miscellaneous Steel	1,863.00	1,863.00	0.00	0.00	1,863.00	100.00 %	0.00
600	CARPENTRY DIV. #6	0.00	0.00	0.00	0.00	0.00	100.00 %	0.00
603	Millwork	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00 %	0.00
606	Lumber / Nails	1,080.00	1,080.00	0.00	0.00	1,080.00	100.00 %	0.00
700	MOISTURE PROTECTION DIV. #7	0.00	0.00	0.00	0.00	0.00	100.00 %	0.00
708	Caulk & Sealant	540.00	540.00	0.00	0.00	540.00	100.00 %	0.00
800	GLASS /DOOR/WINDOWS DIV.#8	0.00	0.00	0.00	0.00	0.00	100.00 %	0.00
801	Metal Doors & Frames	365.00	365.00	0.00	0.00	365.00	100.00 %	0.00
802	Wood Doors & Frames	1,370.00	1,370.00	0.00	0.00	1,370.00	100.00 %	0.00
807	Finish Hardware	2,860.00	2,860.00	0.00	0.00	2,860.00	100.00 %	0.00
811	Aluminum/Glass Doors	1,670.00	1,670.00	0.00	0.00	1,670.00	100.00 %	0.00
812	Overhead Doors	14,230.00	14,230.00	0.00	0.00	14,230.00	100.00 %	0.00

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 User Notes: (1735537140)

AI-6257
Hinojosa Enigneering
CC REGULAR

16.E.2.

Date: 10/30/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice No. 05-229B in the amount of \$592.34 from Hinojosa Engineering, Inc. contracted engineer for Precinct No. 3 in connection with the "Construction of the New Motor Pool Building."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1203-431-00-123-005-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$14,652.94 as of 10/25/07.

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Moises Salazar	10/25/2007 07:18 AM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 09:28 AM	APRV
3	Dale Kennan	Dale Kennan	10/25/2007 01:36 PM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Rocio Villarreal
Started On: 10/24/2007 04:57 PM

Final Approval Date: 10/26/2007

HINOJOSA ENGINEERING, INC.

Structural Engineering – Civil Engineering

Land Surveying

108 WEST 18TH STREET MISSION, TEXAS 78572

(956) 581-0143 OFFICE (956) 581-2074 FAX

INVOICE # 05-229 (B)

September 25, 2007

CLIENT: The Honorable Joe Flores Commissioner Pct. 3 P.O. Box 607 724 Breyfogle Mission, Texas 78572 Attn.: Mr. Commissioner Joe Flores	PROJECT # 05-229 (B) Project: Hidalgo County Pct. No. 3 New Motor Pool Building located in Alton, Texas
--	--

FOR PROFESSIONAL SERVICES PERFORMED

SCOPE OF WORK: 1. Reimbursement for Re-Bidding / Specifications

STRUCTURAL COST BREAKDOWN

A. Bidding / Specifications	\$ 592.34
B. Amount Due to This Invoice	\$ 592.34

Please make check payable to **HINOJOSA ENGINEERING INC.** in the amount of **\$592.34**

INVOICE RECEIVED BY:

JFK ON 9/26/07

GOODS/SERVICES RECEIVED BY:

Comm Flores OR 9/26/07

17-1203-431-W-123-005-0-72.0

RGV Reprographics, Inc.

519 S. Broadway McAllen, TX 78501
 REMIT TO: P.O. Box 1959, McAllen, TX 78505
 (956) 686.1525 Fax (956) 686.1529

Branch Offices

- 222 Hanmore
 Harlingen, TX 78550
 (956) 423.1520

1050 Mackintosh, Suite 5
 Brownsville, TX 78521
 (956) 544.8111

40910

INVOICE NUMBER

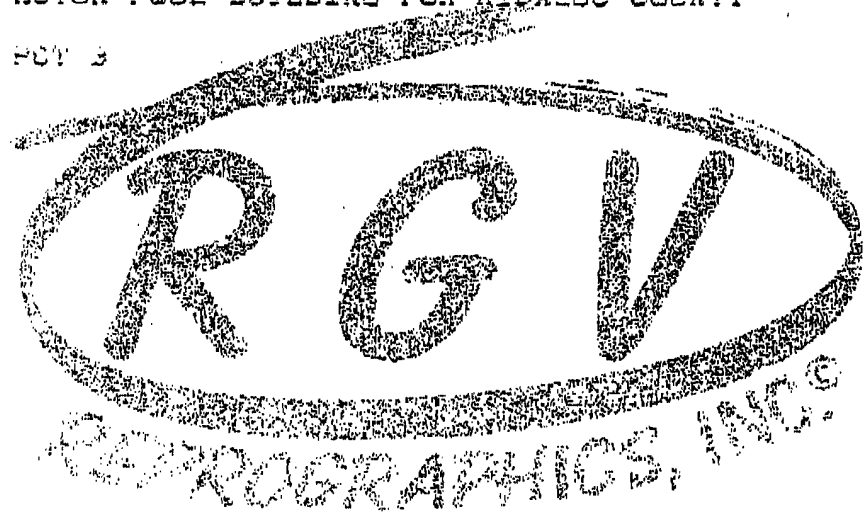
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 RINOJUSA ENGINEERING, INC.
 108 W. 18TH
 Mission TX 78572
 (956) 821-0145

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PL W YR WDE

2200A	25 CRIB 12 RA 3432	1658.052.FT	0.205	337.86
224G	BINDING -WIDE FORMAT	12.0EA	0.500	6.00
2500A	271 CRIB 12 RA 8.5411	3252.0EA	0.050	162.60
224G	BINDING -WIDE FORMAT	11.0EA	0.500	5.50
MOTOR POOL BUILDING FOR HIDALGO COUNTY				
TOT 3				



RECEIVED IN GOOD CONDITION
 All invoices due NET 30 from date of invoice

Subtotal
 Sales Tax
 Freight
 Total
 Received
 Due

547.20
 45.14
 0.00
 592.34
 592.34

Arhami Ayona

724 N. Breyfogle Rd. Mission, TX 78572
(956) 205-7000
Fax (956) 205-7009

**Hidalgo County
Precinct #3**

Fax

To: Rocio Villareal, Contract Manager
Hidalgo County Purchasing Dept.

From: Norma G. Ceballos
Hidalgo County Precinct #3

Fax: (956)292-7612

Pages: 2

Phone: 318-2629

Date: September 27, 2007

Re: Hinojosa Eng. Invoice # 05-229(B)

CC:

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

AI-6260

16.E.3.

**Roy's Hauling Services 1 Yr Extension
CC REGULAR**

Date: 10/30/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct.
3

Information

CAPTION

Requesting authority to exercise the additional one year extension as provided under current contract for "Hauling of Crushed Caliche" for Precinct No. 3, under the same rates, terms, and conditions with Roy's Hauling Services. C-06-270-10-31
Effective: 11/01/07-10/31/08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1203-431-00-123-005-0-346

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 10-25-07 \$15,633.18.

Attachments

Link: [6260 Roy's Hauling Service Extension Letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Moises Salazar	10/25/2007 07:19 AM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 10:46 AM	APRV
3	Ivan Cantu	Ivan Cantu	10/26/2007 10:04 AM	APRV
4	Rosalinda Cantu	Rosie Cantu	10/26/2007 10:10 AM	APRV
5	Auditor's Office		10/26/2007 05:11 PM	NEW
Form Started By: Rocio Villarreal			Started On: 10/24/2007 05:28 PM	
Final Approval Date: 10/26/2007				



PURCHASING DEPARTMENT
County Of Hidalgo

Roy Balderas Jr., Vice President
Roy's Hauling Service, Inc.
PO Box 1896
Edinburg, Texas 78540

Via Fax (956) 383-2569

Re: C-05-270-10-31 for "Hauling Services of Crushed Caliche"

Dear Mr. Balderas:

Please be advised, Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, October 30, 2007 to exercise the option to extend the contract for a one (1) year period (as stated in the current contract Specifications, Requirements and Other Terms & Conditions). Commencement date (if approved) will become effective as of November 1, 2007. Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Purchasing Department by no later than, Wednesday, June 6, 2007, 5:00 p.m., via facsimile to (956) 956-318-2629.

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

Comments (If any):

Company: Roy's Hauling Service, Inc.

By: _____

Date: _____

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

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

AI-6247

16.F.1.

**Pct. 4-Tamarron Estates Drainage Improvements-Approval of
Construction Contract
CC REGULAR**

Date: 10/30/2007

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 a construction contract with the date of October 23, 2007 for the: "Design and Construction of Retention Ponds at Tamarron Estates" to the low bidder meeting all specifications and requirements (subject to legal review as presented through project engineer: Quintanilla, Headley & Associates, Inc.) with awarded vendor Asago Construction, LLC.

BACKGROUND

Draft Construction Contract

Contractor: Asago Construction, LLC

Contract Amount: \$304,925.00

Funds Available: \$430,418.50

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1204-431-00-124-007-0-733

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 8/26/07 \$430,418.50

Attachments

Link: Pct. 4-Tamarron
Estates Drainage
Improvements-Approval of
Construction Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Moises Salazar	10/25/2007 07:21 AM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 09:23 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/26/2007 11:21 AM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Letty Saenz

Started On: 10/24/2007 04:31
PM

Final Approval Date: 10/26/2007

**CONTRACT
CONSTRUCTION**

This Agreement, entered into this 23rd day of October, 2007 by and between **Hidalgo County Precinct No. 4** (hereinafter called the "OWNER", acting herein through its **County Judge, Juan D. Salinas, III**, and Asago Construction, LLC, (a corporation) of Mission, Texas, County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

Tamarron Estates - Drainage Improvements

hereinafter called the project, for the sum of **(\$ 304,925.00) Three Hundred Four Thousand Nine Hundred Twenty Five dollars and no cents.** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Quintanilla, Headley and Associates, Inc.**, entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within 120 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **\$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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

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

Contractor: *Raul Iglesias*
Raul Iglesias, Manager

Name of Firm: Asago Construction, LLC

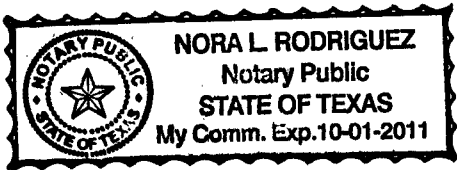
Address: 2113 Pecos Street, Mission, Texas 78572

Fed. I.D. #/S.S. #: 74-2821087

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 9th day of October, 2007,
by Manager of and on behalf of Asago Construction
(title) (a corporation)



Nora Rodriguez
Notary Public - Signature

ATTEST:

COUNTY OF HIDALGO

Arturo Guajardo, Jr.
County Clerk

Juan D. Salinas, III
County Judge

Approved as to Form:
Atlas & Hall, L.L.P.

By: _____

PROPOSAL

To: Hidalgo County Precinct No. 4

C/O: Hidalgo County Purchasing Dept.
 100 E. Cano St., 4th Floor
 Edinburg, Texas 78539

Project: Tamarron Estates - Drainage Improvements

Pursuant to Advertisement for Bids and Notice to Bidders, the undersigned bidder hereby proposes to furnish the plant, materials and equipment and to perform all the work for the described project in strict accordance with the plans, specifications, and addends. The Bidder binds himself upon acceptance of his proposal to execute a contract and bond according the accompanying forms, for performing and completing the said work within the time stated and maintaining same as required by the detailed specifications for the following prices, to wit;

Having become thorough familiar with the Contract Documents and the local conditions affecting the performance and cost of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby, proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed contract documents, all labor and materials, General Construction, Air Conditioning, Electrical and Plumbing for the following sum of money:

Item	Quantity	Unit	Description	<u>Unit Cost</u>	<u>Total</u>
<u>Item No. 1 – Berm Improvements</u>					
1.	6,000	C.Y.	Dirt Berm Compacted	<u>Seven Dollars and No Cents</u> (\$ 7.00) Dollars & Cents	<u>Forty Two Thousand</u> <u>Dollars and No Cents</u> (\$ 42,000.00) Dollars & Cents
2.	2,150	L.F.	Hydromulch Berm	<u>Three Dollars and No Cents</u> (\$ 3.00) Dollars & Cents	<u>Six Thousand Four</u> <u>Hundred and Fifty Dollars</u> <u>and No Cents(\$ 6,450.00)</u> Dollars & Cents
3.	1	L.F.	Testing Fee	<u>One Thousand Dollars and</u> <u>No Cents</u> (\$ 1,000.00) Dollars & Cents	<u>One Thousand Dollars and</u> <u>No Cents</u> (\$ 1,000.00) Dollars & Cents

Total Item No. 1 \$49,450.00

Item No. 2 – Chain Link Fence Improvements

1.	2,150	L.F.	6 Ft. Chain Link Fence 9 Ga.	<u>Twelve Dollars and</u> <u>No Cents</u> (\$ 12.00) Dollars & Cents	<u>Twenty Five Thousand</u> <u>Eight Hundred Dollars</u> <u>and No Cents(\$ 25,800.00)</u> Dollars & Cents
----	-------	------	---------------------------------	--	--

2.	2	Ea.	Chainlink Gate (12' x 6')	<u>Seven Hundred Fifty</u> <u>Dollars and No Cents</u> <u>(\$ 750.00)</u> Dollars & Cents	<u>One Thousand Five</u> <u>Hundred Dollars and</u> <u>No Cents(\$ 1,500.00)</u> Dollars & Cents
----	---	-----	------------------------------	--	--

Total Item No. 2 \$27,300.00

Item No. 3 – Drainage Improvements

1.	430	L.F.	24" R.C.P.	<u>Thirty Dollars and</u> <u>No Cents</u> <u>(\$ 30.00)</u> Dollars & Cents	<u>Twelve Thousand Nine</u> <u>Hundred Dollars and</u> <u>No Cents (\$ 12,900.00)</u> Dollars & Cents
2.	504	L.F.	18" R.C.P.	<u>Twenty Five Dollars</u> <u>And No Cents</u> <u>(\$ 25.00)</u> Dollars & Cents	<u>Twelve Thousand Six</u> <u>Hundred Dollars and</u> <u>No Cents (\$ 12,600.00)</u> Dollars & Cents
3.	3	Ea.	Concrete Manhole	<u>Two Thousand Dollars</u> <u>And No Cents</u> <u>(\$ 2,000.00)</u> Dollars & Cents	<u>Six Thousand Dollars</u> <u>and No Cents</u> <u>(\$ 6,000.00)</u> Dollars & Cents
4.	5	Ea.	Type "CC" Inlet	<u>Two Thousand Five</u> <u>Hundred Dollars and</u> <u>No Cents (\$ 2,500.00)</u> Dollars & Cents	<u>Twelve Thousand Five</u> <u>Hundred Dollars and</u> <u>No Cents (\$ 12,500.00)</u> Dollars & Cents
5.	5	Ea.	Concrete Headwall	<u>One Thousand Five</u> <u>Hundred Dollars and</u> <u>No Cents (\$ 1,500.00)</u> Dollars & Cents	<u>Seven Thousand Five</u> <u>Hundred Dollars and</u> <u>No Cents (\$ 7,500.00)</u> Dollars & Cents
6.	2	Ea.	Safety End Treatment	<u>One Thousand Five</u> <u>Hundred Dollars and</u> <u>No Cents (\$ 1,500.00)</u> Dollars & Cents	<u>Three Thousand Dollars</u> <u>and No Cents</u> <u>(\$ 3,000.00)</u> Dollars & Cents
7.	1	L.S.	Erosion Control and Pollution Prevention	<u>Three Thousand Dollars</u> <u>and No Cents</u> <u>(\$ 3,000.00)</u> Dollars & Cents	<u>Three Thousand Dollars</u> <u>and No Cents</u> <u>(\$ 3,000.00)</u> Dollars & Cents
8.	42,600	C.Y.	Detention Pond Excavation	<u>Two Dollars and No Cents</u> <u>(\$ 2.00)</u> Dollars & Cents	<u>Eight-Five Thousand</u> <u>Two Hundred Dollars and</u> <u>No Cents (\$ 85,200.00)</u> Dollars & Cents
9.	36,600	C.Y.	Dirt Hauling (Distance 5 Miles or Less)	<u>Two Dollars and No Cents</u> <u>(\$ 2.00)</u> Dollars & Cents	<u>Seven-Three Thousand</u> <u>Two Hundred Dollars and</u> <u>No Cents (\$ 73,200.00)</u> Dollars & Cents

10.	8	Ea.	45° Bend (8")	<u>Two Hundred Dollars</u> <u>And No Cents</u> <u>(\$ 200.00)</u> Dollars & Cents	<u>One Thousand Six</u> <u>Hundred Dollars and</u> <u>No Cents (\$ 1,600.00)</u> Dollars & Cents
11.	40	Ea.	8" P.V.C. DR-18 Waterline	<u>Fifty Dollars and No Cents</u> <u>(\$ 50.00)</u> Dollars & Cents	<u>Two Thousand Dollars</u> <u>and No Cents</u> <u>(\$ 2,000.00)</u> Dollars & Cents

Total Item No. 3 \$ 219,500.00

Item No. 4 – Paving Improvements

1.	200	S.Y.	1 1/2" Hot Mix	<u>Ten Dollars and No Cents</u> <u>(\$ 10.00)</u> Dollars & Cents	<u>Two Thousand Dollars</u> <u>and No Cents</u> <u>(\$ 2,000.00)</u> Dollars & Cents
2.	200	S.Y.	8" Caliche Base	<u>Four Dollars and</u> <u>No Cents</u> <u>(\$ 4.00)</u> Dollars & Cents	<u>Eight Hundred Dollars</u> <u>and No Cents</u> <u>(\$ 800.00)</u> Dollars & Cents
3.	225	S.Y.	Subgrade Preparation	<u>Three Dollars and</u> <u>No Cents</u> <u>(\$ 3.00)</u> Dollars & Cents	<u>Six Hundred Seventy Five</u> <u>Dollars and No Cents</u> <u>(\$ 675.00)</u> Dollars & Cents
4.	225	S.Y.	3% Lime Stabilization	<u>Four Dollars and No Cents</u> <u>(\$ 4.00)</u> Dollars & Cents	<u>Nine Hundred Dollars</u> <u>And No Cents</u> <u>(\$ 900.00)</u> Dollars & Cents
5.	200	L.F.	Open Cut and Repair Asphalt	<u>Nine Dollars and No Cents</u> <u>(\$ 9.00)</u> Dollars & Cents	<u>One Thousand Eight</u> <u>Hundred Dollars and</u> <u>No Cents (\$ 1,800.00)</u> Dollars & Cents
6.	1	L.S.	Testing Fees	<u>One Thousand Dollars</u> <u>And No Cents</u> <u>(\$ 1,000.00)</u> Dollars & Cents	<u>One Thousand Dollars</u> <u>and No Cents</u> <u>(\$ 1,000.00)</u> Dollars & Cents
7.	2	Ea.	Gravel Drives	<u>Seven Hundred Fifty</u> <u>Dollars and No Cents</u> <u>(\$ 750.00)</u> Dollars & Cents	<u>One Thousand Five</u> <u>Hundred Dollars and</u> <u>No Cents (\$ 1,500.00)</u> Dollars & Cents

Total Item No. 4 \$ 8,675.00

Total Bid: \$ 304,925.00

Three Hundred Four Thousand Nine Hundred Twenty Five Dollars and No Cents
Total In Words

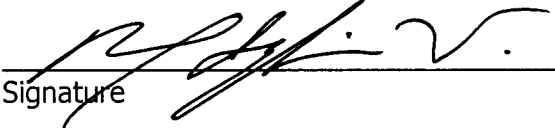
The undersigned bidder agrees to furnish all materials as shown and specified with the plans and specifications.

The undersigned bidder agrees to complete the base proposal and any accepted alternates as specified in 120 calendar days.

The Owner shall have the right to accept or reject any or all Alternate Bid amounts.

Enclosed with the Proposal is a Cashier's Check or Certified check for 5% Bond (\$ 25,000.00) Dollars, which it is agreed shall be collect and retained by the Owner as liquidated damages, in the event this proposal is accepted by the Owner within the number of days stated in advertisement for the reception of bids and the undersigned fails to execute the contract and the required bond with the Owner, under these conditions, hereof, said check or bonds shall be returned to the undersigned upon demand.

Asago Construction, LLC
Name of Firm


Signature

2113 Pecos Street, Mission, Texas 78572
Address

Bidder acknowledges receipt of the following addendum:

Addendum No.1

AI-6245

16.F.2.

PCT 4 AUTHORITY TO PURCHASE A TRASH COMPACTOR AND TRUCKS

CC REGULAR

Date: 10/30/2007

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Requesting authority to purchase the following listed Equipment through Hidalgo County's membership and participation with H-GAC and TASB (BuyBoard) awarded vendors in the amount not to exceed amounts listed which includes delivery and co-op fees.

Co-Op	Qty.	Item Description	Vendor	Total Price
H-GAC	3	3000 Gal. Water Truck	Rush Truck Center	\$291,189.72
H-GAC	3	Tandem Dump Trucks	Rush Truck Center	\$259,386.00
Buy Board	1	Dump Truck	Rush Truck Center	\$59,850.00
H-GAC	1	Trash Compactor (34 yd)	B & C Body Co.	\$20,530.80
			TOTAL	\$630,956.52

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1336-431-00-124-029-0-741

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Two (2) 3000 Gal. water trucks & three (3) tandem dump trucks is to be purchased via this account. Total amount needed to fund this purchase is \$453,845.48. Current available balance is \$49,804.00 as of 10/25/07. **Pending transfer AI-6187 in the amount of \$405,000.00.**

FISCAL YEAR:

ACCT. #: 7-1214-452-00-124-009-0-741

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

One (1) 3000 Gal. water trucks & one (1) dump truck is to be purchased via this account. Total amount needed to fund this purchase is \$156,580.24. Current available balance is \$10,480.00 as of 10/25/07. **Pending transfer AI-6185 in the amount of \$147,000.00.**

FISCAL YEAR:

ACCT. #: 7-1336-432-00-124-033-0-742

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

One (1) trash compactor is to be purchased via this account. Total amount needed to fund this purchase is \$20,530.80. Current available balance is \$0.00 as of 10/25/07.

Pending transfer AI-6188 in the amount of \$20,846.00.

Attachments

Link: [Memo](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 05:15 PM	APRV
2	Dale Kennan	Dale Kennan	10/25/2007 08:24 AM	APRV
3	Moises Salazar		10/25/2007 08:24 AM	NEW
4	Purchasing Department		10/25/2007 08:24 AM	
5	Auditor's Office		10/25/2007 08:24 AM	
6	Court Administrator		10/25/2007 08:24 AM	
9	Dale Kennan	Dale Kennan	10/25/2007 03:06 PM	APRV
10	Linda Fong		10/26/2007 05:11 PM	NEW

Form Started By: Moises Salazar

Started On: 10/24/2007 04:27 PM

Final Approval Date: 10/26/2007

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

Oscar L. Garza, Jr.
County Commissioner, Pct. No. 4

1102 N. Doolittle Rd.
Edinburg, Texas 78541
Office (956) 383-3112

MEMO

DATE: OCTOBER 23, 2007
 TO: MS. MARTHA SALAZAR, PURCHASING AGENT
 FROM: COMMISSIONER OSCAR L. GARZA, JR. *O. L. Garza, Jr.*
 REF: REC. ON PURCHASE OF HEAVY EQUIPMENT

HIDALGO COUNTY PCT. #4 IS HEREBY RECOMMENDING
PURCHASE OF THE FOLLOWING HEAVY EQUIPMENT:

C.O. 2006 PCT. #4 - 7-1336-431-00-124-029-0-741				
VENDOR	ITEM	QUANTITY	EACH	AMOUNT
RUSH	3000 GL WTR TRUCKS	2	\$ 96,730.24	\$ 193,460.48
	HGAC FEE		\$ 1,000.00	\$ 1,000.00
	PRICNG ANOMOLY DIS		\$ (1.00)	\$ (1.00)
RUSH	TANDEM DUMP TRKS	3	\$ 86,129.00	\$ 258,387.00
	HGAC FEE		\$ 1,000.00	\$ 1,000.00
	PRICNG ANOMOLY DIS		\$ (1.00)	\$ (1.00)
				\$ 453,845.48

PARK- 7-1214-452-00-124-009-0-741				
VENDOR	ITEM	QUANTITY	EACH	AMOUNT
RUSH	DUMP TRK	1	\$ 59,850.00	\$ 59,850.00
RUSH	3000 GL WTR TRUCKS	1	\$ 96,730.24	\$ 96,730.24
				\$ 156,580.24

C.O. 2006 PCT. #4 - 7-1336-432-00-124-033-0-742				
VENDOR	ITEM	QUANTITY	EACH	AMOUNT
	TRASH COMPACTOR	1	\$ 20,530.80	\$ 20,530.80

SHOULD YOU NEED ADDITIONAL INFORMATION, PLEASE
CONTACT OUR OFFICE, THANK YOU.

C/O MR. MOISES SALAZAR, PCT. #4 BUYER
COUNTY FILES

AI-6270

16.G.1.

**Purchase & Installation of New Carpet to Offices assigned to IT Dept.
CC REGULAR**

Date: 10/30/2007

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Presentation for consideration, discussion and approval of proposal received from Tandus US Inc. through our participation/membership with TXMAS contract No. 5-721A060A for the provision of labor and materials as attached hereto for approximately 351 S/Y of commercial carpet color #61507 to be installed at the recently assigned offices for the IT Department to include but not limited to floor prep, cover base installation and any other appurtenances as related to complete project #07-425 in the amount not to exceed \$11,666.75.

BACKGROUND

Received formal request from IT Dept. on 10/25/07.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-200-001-0-431

FUNDS AVAILABLE Y/N?: Y-pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Line item transfer pending CC approval to object code 431 (refer to AI 6246, CC 10-30-07)

Attachments

Link: [#07-425](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/25/2007 03:03 PM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 04:58 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/26/2007 07:36 AM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Oscar Garza

Started On: 10/25/2007 02:28 PM

Final Approval Date: 10/26/2007

Oscar Garza

From: mike [mike@co.hidalgo.tx.us]
Sent: Thursday, October 25, 2007 1:58 PM
To: oscarg.garza@co.hidalgo.tx.us
Cc: edna.kurby@co.hidalgo.tx.us; dina.trevino@co.hidalgo.tx.us; 'Renan'
Subject: Agenda Item/Req# 120648

Mr. Gazra:

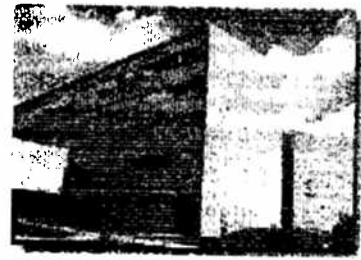
Please accept this email as an official request to place the following item on the upcoming commissioners' court meeting scheduled for Oct. 30th, 2007:

Req# 120648 from company Tandus US Inc. in the amount of 11,666.75

Although Ms Monica Badillo is out sick today, Ms Dina Trevino from Budget Office is aware of said item.

County of Hidalgo

Information Technology Department
100 N. Closner Blvd.
Edinburg, TX 78539
956-292-7010
www.co.hidalgo.tx.us

Texas

Date:	10/25/07
Time:	
To:	Attn: Priscilla
Fax #:	(956) 292-7612
Company:	Purchasing
Total Pages:	5
From:	Edna Kirby
Fax:	(956)
Regarding:	Purchase Order #593697, 593696
Comments: If you have any questions please call me at (956) 292-7010 ext. 6017	
e-mail address	edna.kirby@co.hidalgo.tx.us



Tandus
Floorcovering & A Division

PROJECT PROPOSAL

October 24, 2007

Mr Renan
County of Hildago
100 E. Cano 4th Floor
Edinburg, TX 78539

FAX: 956-318-2152
CTRL# JM12826

RE: Carpet Proposal for: Hidalgo County - I.T. Department

Req. 120648

Dear Mr Renan

Tandus US, Inc. C & A Floorcovering is pleased to provide the following quotation for the above referenced facility.
" Pricing is per the TXMAS-5-721A060A Contract Schedule based on the GSA -72F-0032P Contract"

SCOPE OF WORK:

Carpet Material - Collins & Aikman Powerbond SIN 31-301							
Style	Color Name	Color #					
Infinity MKI RS (05849MR)	Moonstone	61507	351	s/y	@ \$	16.65	\$ 5,844.15 /
Contract Labor SIN 31-604							
Carpet Installation			334	s/y	@ \$	5.25	\$ 1,753.50 /
Cove Base Installation			600	1/f	@ \$	0.50	\$ 300.00 /
Open Market Labor							
Carpet Removal/Disposal			334	s/y	@ \$	3.50	\$ 1,169.00 /
Floor Prep			334	s/y	@ \$	3.65	\$ 1,219.10 /
4" Cove Base Material			600	1/f	@ \$	1.12	\$ 672.00 /
Trip Charge			334	s/y	@ \$	1.85	\$ 617.90 /
Contract Sundries SIN 31-603							
Seam Sealer - qt.			1	ea	@ \$	9.00	\$ 9.00 /
Seam Cleaner - qt.			1	ea	@ \$	8.50	\$ 8.50 /
C-36 primer - 4 gal.			2	ea	@ \$	36.80	\$ 73.60 /
						TOTAL	\$ 11,666.75 /

1. Estimated from: Measurements by Diaz Floors & Interiors

EXCLUSIONS: (Unless specifically listed/included in above quote)

- | | | |
|-------------------------------|--------------------|-----------------------------|
| Protection of Existing Floors | Artic Stock | Sales Tax |
| Dumpster Cost | Bonding Cost | Mats |
| Prefomed Corners | Border Carpets | Transitions/Reducers |
| Cleaning/Waxing of Resilient | Stair Materials | Extensive Floor Preparation |
| Resilient Flooring | Asbestos Abatement | Removal/Disposal |

431

From: TANDUS

To: 9563182152 Mr. Renen Msg#77513.0.2

10/24/2007 11:25:40 Page 2 of 2

TERMS OF PAYMENT: (Subject to Credit Approval)

- All Materials and Labor - Net 30 Days After Invoice

1. **Change Orders:** Any work not included in the above scope of work will require a signed change order before work can be performed.

2. **Term of Quote:** Prices given are firm for sixty days from proposal date.

3. **Lead Times:** Please note that Tandus is a made to order carpet mill and we cannot BEGIN production of any order until we have a signed purchase order, or a FULLY-EXECUTED contract in house.

Note that normal lead times are as follows:

- Fast Track Carpets, two weeks plus shipping;
- Running Line Carpets, six weeks plus shipping;
- Custom Carpets, eight weeks plus shipping;
- Lead times are approximate and do not start until after the purchase order or fully-executed contract is received.

4. **Floor Preparation:** Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our product performs properly when installed on floors that are free of DIRT, OIL, PAINT AND EXCESSIVE MOISTURE. Floors that have moisture readings greater than 3.0 lbs. per 1,000 feet in 24 hours will not meet specification and will require further curing time or treatment prior to carpet installation. Tandus recommends only wet scraping or mechanical removal of all non-water based adhesives.

5. **Asbestos Abatement:** This quote DOES NOT include asbestos abatement. Neither Tandus nor its installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, Tandus' policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. Tandus and its installers consider it the owner's responsibility to produce this report prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, Tandus and its installers may require additional measures be taken prior to installation of any Tandus product. These measures may affect the price of this quote. Please contact Tandus Technical Services Department at 800.241.4902 ext 2129 for more details.

Please indicate your acceptance of this proposal by returning your signed purchase order, or fully-executed contract via fax to 706.259.2638. Please address it to my attention. Should you have any questions, please call me at 800.241.4902 ext 2643 or email jmiller@powerbond.com.

Thank you for considering Tandus.

Sincerely,

Tandus US Inc

Judi Miller

Judi Miller
Regional Account Coordinator
Source One

CC:

Brooks Turner
Wade Pasch

AI-6208

16.H.1.

**On-Line Pharmacy Billing Services
CC REGULAR**

Date: 10/30/2007

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Health & Human Services Dept.

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the negotiated contract (including best and final offer and subject to legal review) with Data Rx Management, Inc. the ranked number one (1) proposer (by CC on 10-15-07 meeting all specifications and requirements) for the provision of on-line billing pharmacy billing services for Hidalgo County's Department of Health & Human Services.

BACKGROUND

See attached Best and Final Offer and Draft Contract

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1249-444-00-240-003-8-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 10/26/07 \$6,128,795.00

Attachments

Link: [BAFO & Draft Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Moises Salazar	10/25/2007 06:33 AM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 09:17 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/26/2007 01:46 PM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW
Form Started By: Sandra Montalvo			Started On: 10/24/2007 11:32 AM	

Final Approval Date: 10/26/2007



Data Rx Management, Inc.

305 W. Woodard St. Suite 220
Denison, TX 75020
972-465-0798 Fax 972-465-0799

www.data-rx.com

To: Sandra Montalvo, Hidalgo Co Purchasing Dept

From: Bruce McAnally, Data Rx Management, Inc

Subject: Best and Final Offer

Dear Ms. Montalvo,

We have completed our review of the RFP terms, and we are pleased to offer Hidalgo Co IHC an additional 20% discount off the initial setup fee that was proposed in the RFP. Thus the new setup fee will be \$200 instead of the \$250 as proposed. All other terms will stay as currently presented in RFP No 2007-360-09-26-SMA (RFP No. as amended).

Please notify me with your receipt of this email.

We look forward to working with the county on this project.

Kind regards,

Bruce McAnally, RPh
Data Rx Mgmt, Inc.
Cell - 214-734-8878

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

DRAFT

**SERVICE CONTRACT
C-07-360-10-30**

THIS CONTRACT is made and entered into this 30th day of **October , 2007** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Data Rx Management, Inc.** , a Texas Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for **“On-Line Pharmacy Billing Service,”** for Hidalgo County Health and Human Services Departments (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 the Hidalgo County Health and Human Services Departments. 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 **Director** 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 of one (1) year beginning **November 30, 2007** and ending on **November 30, 2008** with the county's option to renew on the same terms and conditions for two (2) additional one (1) year term.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

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

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

If to County:

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

If to Company

**Data Rx Management, Inc.
Attn: Bruce McAnally
305 W. Woodard St #220
Denison, Tx 75020**

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

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

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

Hidalgo County

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr. County Clerk

COMPANY: Data Rx Management, Inc.

By: _____

Printed Name: _____

Title: _____

Approved on Commissioners' Court October 30, 2007

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: _____

AI-6225

16.I.1.

**Border Colonia Access Program-Pct. No. 1
CC REGULAR**

Date: 10/30/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.1

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Change Order No 1 for La Paloma Subdivision C-CAP-07-021-05-30 for material and work adjustments in the amount of \$20,346.05 (increase) as submitted through project engineer is TEDSI Infrastructure Group for awarded contractor IOC Company LLC, a Border Colonia Access Program Project(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-121-392-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Object code 733, available balance in PO #589492, as of 10/25/2007 \$39,383.00.

Object code 734, available balance in PO #589492, as of 10/25/2007 \$79,182.65.

Attachments

Link: [6225](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		10/26/2007 05:11 PM	PEND
2	Budget & Management	Dina Trevino	10/25/2007 09:21 AM	APRV
3	Andres Castro	Andres Castro	10/25/2007 01:37 PM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Laura Moya

Started On: 10/24/2007 02:47 PM

Final Approval Date: 10/26/2007

CHANGE ORDER NUMBER ONE (1)

PROJECT: "ROAD & DRAINAGE CONSTRUCTION OF LA PALOMA SUBDIVISION"

DATE OF ISSUANCE: September 20, 2007 EFFECTIVE DATE: _____

OWNER: HIDALGO COUNTY PRECINCT No. 1

OWNER's Contract No.: C-CAP-07-021-05-30

CONTRACTOR: IOC COMPANY LLC ENGINEER: TEDSI INFRASTRUCTURE GROUP


You are directed to make the following changes in the Contract Documents.

- Description:
1. Added quantities for Item 310 and Item 340.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.

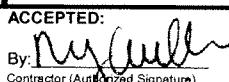
- Reason for Change Order:
1. Hidalgo County Hidalgo County Precinct #1, requested Contractor to prime and paved roadway.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.

Attachments:

Change In Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$	98,219.60	Substantial Completion:	0
			calendar days or dates
Net Changes from previous Change Order		Net change from previous Change Orders	
\$	0.00		0
			calendar days
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$	98,219.60	Substantial Completion:	0
			calendar days or dates
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$	20,346.05		0
			calendar days
Contract Price with all approved Change Orders	Net % increase (decrease) from original contract price.	Contract Time with all approved Change Orders	
\$	118,565.65	Substantial Completion:	0
	20.70 %		calendar days or dates

RECOMMENDED:
 By: 
 Engineer (Authorized Signature)
 Date: SEP 20 07

APPROVED:
 By: _____
 Owner (Authorized Signature)
 Date: _____

ACCEPTED:
 By: 
 Contractor (Authorized Signature)
 Date: 9/23/07

CONCURRENCE:
 By: _____
 TxDOT (Authorized Signature)
 Date: _____

AI-6226
BCAP PRECINCT NO 2
CC REGULAR

16.J.1.

Date: 10/30/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.2

Information

CAPTION

A. Presentation for consideration, discussion acceptance and approval of:

- 1) Change Order No 3 for Primavera Subdivision C-CAP-06-005-11-28 for material and work adjustments in the amount of \$64.25 (increase);
- 2) Request for Application for Final Payment in the amount of \$14,219.01;
- 3) Request for Application for Retainage Release in the amount of \$21,962.51;
- 4) Requesting approval of "Certificate of Construction Completion" reflecting the completion dates of 9-28-07

as submitted by project engineer R. Gutierrez Engineering for Primavera I Subdivision Project for awarded contractor J.M. Construction. C-CAP-06-005-11-28

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1311-206-00-000-004-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$27,280.20 available balance as of 10/25/07. Retainage release amount is \$21,962.50

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-122-568-0-841/733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Purchase Order#: 583667 \$15,734.65 available balance as of 10/25/07.

Attachments

Link: [6226](#)

Link: [completion](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Moises Salazar	10/25/2007 06:56 AM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 09:21 AM	APRV
3	Rey Salazar	Rey Salazar	10/25/2007 02:39 PM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Laura Moya

Started On: 10/24/2007 02:57 PM

Final Approval Date: 10/26/2007




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 

DATE: 19 October 2007

Subject: Request Authority to pay Final Payment and Retainage and approval of Change Order No.3 for Primavera 1; CSJ: 2C1080568.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday 30th October 2007:

Precinct No.2 is requesting authority to pay Final Payment and Retainage on the above-referenced Round II Border Colonias Access Program project. The project engineer is R. Gutierrez Engineering, Inc. and the project contractor is J. M. Construction. The amount of the final payment is \$14,219.01.

Additionally, Precinct 2 is requesting approval of Change Order No.3 for the above-referenced project. The change order calls for \$64.25 increase.

Finally, Precinct 2 is requesting authority to pay Retainage on the above-referenced project and signature from the County Judge on Certificate of Completion. The amount of Retainage is \$21,962.51

The Account number is 7-1311-431-00-568-0-733 & 734. Interlocal amendment with the City of San Juan for \$60,000.00

If you have any questions, please advice.

Thanks,

memo purchasing req for final payment and retainage change ord 3 primavera 1

CHANGE ORDER NUMBER THREE (3)

PROJECT: PRIMAVERA # 1 SUBDIVISION

DATE OF ISSUANCE: September 25, 2007 EFFECTIVE DATE: September 25, 2007

OWNER: HIDALGO COUNTY PRECINCT NO. 2

OWNER's Contract No.: C-CAP-06-005-11-28

CONTRACTOR: JM Construction ENGINEER: R. Gutierrez Engineering Corporation

3701 Jade Street 130 E. Park Ave.

Mercedes, TX 78570 Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

- Description:**
1. 164 ITEM 1,337 SY of Cell Fiber Seeding (Temp)(Warm) were deleted
 2. 164 ITEM 1,337 SY of Cell Fiber Seeding (Temp)(Cool) were deleted
 3. 164 ITEM 2,674 SY of Cell Fiber Seeding (Perm)(Urban)(Clay) were deleted
 4. 166 ITEM 0.013 TN of Fertilizer (16-8-8) were deleted
 5. 262 ITEM 1.43 CY of Driveway Flexible Base were reduced
 6. 310 ITEM 0.12 GAL of Prime coat (MC-30) for Driveways were reduced
 7. 340 ITEM 76.13 TN of Conc. Asphalt TY "D" were added
 8. 340 ITEM 0.70 TN of Conc. Asph. For Driveways were added
 9. 530 ITEM 61.79 SY of Concrete Driveways were added
 10. 560 ITEM 1 Single and 9 Multiple Mail boxes were deleted
 11. 644 ITEM 6 Small Roadside Signs were deleted

- Reason for Change Order:**
1. This item was not applied during the construction time
 2. This item was not applied during the construction time
 3. This item was not applied during the construction time
 4. This item was not applied during the construction time
 5. This item was decreased to adjust final construction quantities
 6. This item was decreased to adjust final construction quantities
 7. This item was increased to adjust final construction quantities
 8. This item was increased to adjust final construction quantities
 9. This item was increased to adjust final construction quantities
 10. These items were removed by Hidalgo County Precinct No.2
 11. This item was removed by Hidalgo County Precinct No.2

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price	\$ 198,766.90	Original Contract Time for	_____
Net Changes from previous Change Order	\$ 12,852.93	Substantial Completion:	120
Contract Price prior to this Change Order	\$ 219,660.83		<small>calendar days or dates</small>
Net Increase (decrease) of this Change Order	\$ 64.25	Net change from previous Change Orders	0
Contract Price with all approved Change Orders	\$ 219,825.08		<small>calendar days</small>
Net % increase (decrease) from original contract price:	10.50 %	Contract Time prior to this Change Order	_____
		Substantial Completion:	120
			<small>calendar days or dates</small>
		Net Increase (decrease) of this Change Order	0
			<small>calendar days</small>
		Contract Time with all approved Change Orders	_____
		Substantial Completion:	120
			<small>calendar days or dates</small>

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 10/16/07

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 10/16/07

APPLICATION FOR FINAL PAYMENT

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: J. M. Construction (CONTRACTOR)
 Contract: C-CAP-06-005-11-28
 Project: Primavera I Subdivision Paving Improvements
 OWNER's Contract No. C-CAP-06-005-11-28 ENGINEER's Project No. ENG06.027
 For Work accomplished through the date of: 10/16/2007

1. Original Contract Price:		\$ 198,766.90
2. Net change by Change Orders and Written Agreements (+ or -):		\$ 20,858.18
3. Current Contract Price (1 plus 2):		\$ 219,625.08
4. Total completed and stored to date:		\$ 219,625.08
5. Retainage (per Agreement):		
10 % of completed Work:	\$ 21,962.51	
% of stored material:	\$ -	
Total Retainage:		\$ 21,962.51
6. Total completed and stored to date less retainage (4 minus 5):		\$ 197,662.57
7. Less previous Application for Payments:		\$ (183,443.56)
8. Balance to Finish:		\$ -
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$ 14,219.01

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 FINAL inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 10/16/2007

J. M. Construction
CONTRACTOR

By: 

State of Texas

County of Hidalgo

Subscribed and sworn to before me this 19th
day of October 2007

Notary Public 

My Commission expires: 12/16/07



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 10/16/07

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By:  P.E.

APPLICATION FOR RETAINAGE RELEASE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: J. M. Construction (CONTRACTOR)
 Contract: C-CAP-06-005-11-28
 Project: Primavera I Subdivision Paving Improvements
 OWNER's Contract No. C-CAP-06-005-11-28 ENGINEER's Project No. ENG05.027
 For Work accomplished through the date of: 10/16/2007

1. Original Contract Price:		\$ 198,766.90
2. Net change by Change Orders and Written Agreements (+ or -):		\$ 20,858.18
3. Current Contract Price (1 plus 2):		\$ 219,625.08
4. Total completed and stored to date:		\$ 219,625.08
5. Retainage (per Agreement):		
0 % of completed Work:	\$ -	
% of stored material:	\$ -	
Total Retainage:		\$ -
6. Total completed and stored to date less retainage (4 minus 5):		\$ 219,625.08
7. Less previous Application for Payments:		\$ (197,662.57)
8. Balance to Finish:		\$ -
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$ 21,962.51

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 retainage release inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 10/16/2007

J. M. Construction

CONTRACTOR

By: *Juan M. [Signature]*

State of Texas

County of Hidalgo

Subscribed and sworn to before me this 19
day of October 2007

Juan [Signature]
Notary Public
My Commission expires: 12/16/07



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 10/16/07

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

By: *Juan Gutierrez P.E.*

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 28 DAY OF September 2007, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: October 19, 2007

OWNER: Hidalgo County Pct. # 2 CONSTRUCTION CONTRACTOR: J.M. Construction.

OF THE CITY OF Weslaco STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Primavera No.1 Subdivision

UCP CONTRACT NO.: _____

located in or near the City/Pct. of Pct. 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
None
2. That the sum of 00/100 dollars (\$00.00), deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

RECEIVED BY
COUNTY AUDITOR
2007 OCT 23 PM 2 17

5.	Amount of Original Contract	\$198,766.90
	Present Amount of Contract	\$219,625.08
	Total Amount of earned to date	\$219,625.08
	Less: previous payments	\$183,443.56
	Balance	\$ 36,181.52
	Authorized deductions	\$ 0.00
	AMOUNT OF FINAL PAYMENT	\$ 36,181.52

6. That the final payment in the amount of \$ Thirty six thousand one hundred eighty one dollars and fifty two cents (\$ 36,181.52) is now due and payable.

[Signature] P.E. 10/22/07
Engineer's Signature

CONCURRED BY:

CONCURRED BY:

J.M. Construction
CONTRACTOR'S NAME

CITY / PRECINCT

BY: *[Signature]*
TITLE: *President*

RECEIVED BY
COUNTY AUDITOR
2007 OCT 23 PM 2 17

AI-6206

16.K.1.

**Pest control Ssrvices for the Jail & Sheriff's Dept.
CC REGULAR**

Date: 10/30/2007

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contract (subject to legal review) to lowest bidder meeting specifications and or/requirements as attached hereto for: "Hidalgo County Sheriff's Office (& Jail)-Pest Control Services" RFB No.: 2007-114-09-12-SMA

BACKGROUND

See attached Bid Tabulation Sheet and Draft Contract

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-421-00-280-001-0-425

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Sheriff - Pest Control

Available balance is \$3,040.00 as of 10/25/07.

FISCAL YEAR: 2007

ACCT. #: 7-1100-423-21-280-002-0-425

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Jail - Pest Control

Available balance is \$3,400.00 as of 10/25/07.

Attachments

Link: [Bid Tabulation Sheet & Draft Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Moises Salazar	10/25/2007 06:30 AM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 09:16 AM	APRV
3	Dale Kennan	Dale Kennan	10/25/2007 10:26 AM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW
Form Started By: Sandra Montalvo			Started On: 10/24/2007 11:01 AM	

Final Approval Date: 10/26/2007

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: SEPTEMBER 12, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: " PEST CONTROL SERVICES"

BID NO: 2007-114-09-12-SMA

BUYER: SANDRA MONTALVO

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	MID VALLEY PEST CONTROL		\$570.00	
#2	ORKIN INC.		\$1,019.00	
#3	BUG OFF PEST CONTROL		\$850.00	
#4	ESPARZA PEST CONTROL		\$630.00	
#5				
#6				
#7				
#8				
#9				

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 **Sheriff or his designated agent(s)**. 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 of one (1) year commencing **January 1, 2008** and expiring **December 31, 2008** and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

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

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

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:

DRAFT

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

If to Company **Benito Campos , Jr. d/b/a
Mid Valley Pest Control
Attn: Benito Campos, Jr., Owner
8002 East Curry Road
Edinburg, Texas 78539**

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

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

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

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

Approved by Commissioners Court on _____.

APPROVED AS TO FORM:

DRAFT

By: _____
Atlas & Hall, LLP

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo, Jr., County Clerk

COMPANY: Benito Campos, Jr. d/b/a
Mid Valley Pest Control
By: _____
Printed Name: Benito Campos, Jr.
Title: Owner

AI-6272
RADIO PURCHASE
CC REGULAR

16.K.2.

Date: 10/30/2007
Submitted By: Priscilla Torres, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Information

CAPTION

Requesting approval to purchase of 25 hand held portable radios for the Sheriff's Office under req. 120102, through quotes, in the total amount of \$13,475.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 71100421002800010664

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Attachments

Link: [Radio Purchase](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2007 03:09 PM	APRV
2	Budget & Management		10/26/2007 05:11 PM	NEW

Form Started By: Priscilla Torres
Started On: 10/25/2007 03:53 PM

Final Approval Date: 10/26/2007

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00120102

PO #

Date: 10/17/07

cc.
Chief Duty Mtg

Bill To: x
x

Vendor: 266019
ALL POINTS COMMUNICATIONS, INC.
P.O. BOX 791536
SAN ANTONIO TX 78279
FAX (210)494-4865

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: G.TIJERINA
956-393-6013

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
25		DO NOT DUPLICATE ORDER MOTOROLA HT 1250 PORTABLE 128 CHANNEL RADIO CUSTOM PROGRAMMING (ITEM#aah25kd9aa5_n) Account No _____ 7-1100-421-00-280-001-0-664	539.00	13,475.00
			<u>Encumbrance</u>	
			13,475.00	
			Freight	.00
			Total	13,475.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

SOUTH TEXAS COMMUNICATIONS
 709 E. PECAN MCALLEN, TEXAS 78501 PHONE: 956-687-8591 FAX: 956-687-1735
 851 S. WILLIAMS SAN BENITO, TEXAS 78586 PHONE: 956-399-8582 FAX: 956-399-4301
 1705 E. PRICE BROWNSVILLE, TEXAS 78521 PHONE: 956-544-4553 FAX: 956-544-4664

PROPOSAL

QUOTE #: 07-00625 216 9/20/2007

HIDALGO - COUNTY OF
 SHERIFF'S OFFICE
 711 EL CIBOLO RD
 EDINBURG, TX. 78540

ATTN: RICHARD OZUNA
 PH: 956-393-6151
 FAX: 956-393-8021
 MOBILE:
 EMAIL:

ITEM	MODEL	DESCRIPTION	QTY	EACH	AMOUNT
1	AAH25KDF9AA6_N	MOTOROLA HT1250 V-F 5 WATT LIMITED KEYPAD PORTABLE W/ 128 CHANNEL SCAN LIMITED DISPLAY STD BATT NIMH 1500mAh RAPID RATE INTELLICHARGER BELT CLIP STD ANTENNA STD BOX SHIPPING LEATHER CASE WITH SWIVEL SPEAKER MIC FREIGHT PROGRAM RADIO - TYPE 4 (85-160)	25	\$ 670.00	\$ 16,750.00
TOTAL EQUIPMENT / INSTALL / SERVICES PACKAGE					\$ 16,750.00
SALES TAX 0.00%					\$ -
TOTAL					\$ 16,750.00

SOUTH TEXAS COMMUNICATIONS

709 E. PECAN MCALLEN, TEXAS 78501 PHONE: 956-687-8591 FAX: 956-687-1735
 851 S. WILLIAMS SAN BENITO, TEXAS 78586 PHONE: 956-399-8562 FAX: 956-399-4301
 1705 E. PRICE BROWNSVILLE, TEXAS 78521 PHONE: 956-544-4553 FAX: 956-544-4554

PROPOSAL

QUOTE #: 07-00625 206 9/20/2007

HIDALGO - COUNTY OF SHERIFF'S OFFICE
 711 EL CIBOLO RD
 EDINBURG, TX. 78540

ATTN: RICHARD OZUNA
 PH : 956-393-6151
 FAX : 956-393-6021
 MOBILE:
 EMAIL:

ITEM	MODEL	DESCRIPTION	QTY	EACH	AMOUNT
1	AAH25KDF9AA5_N	MOTOROLA HT1250 VHF 5 WATT LIMITED KEYPAD PORTABLE W/ 128 CHANNEL SCAN LIMITED DISPLAY STD BATT NIMH 1500mAh RAPID RATE INTELLICHARGER BELT CLIP STD ANTENNA STD BOX SHIPPING FREIGHT	25	\$ 535.47	\$ 13,386.73
2	HLN9576	LEATHER CASE WITH SWIVEL FREIGHT	25	\$ 38.70	\$ 967.62
3	PMMN4021A	SPEAKER MICROPHONE FREIGHT	25	\$ 49.99	\$ 1,249.84
4	L.PROG.R.4	PROGRAM RADIO - TYPE 4 (65-160) FREIGHT	25	\$ 45.83	\$ 1,145.82
TOTAL EQUIPMENT / SERVICES PACKAGE					\$ 16,750.00
SALES TAX 0.00%					\$ -
TOTAL					\$ 16,750.00

QUOTE TERMS AND CONDITIONS :

- 1 OFFER GOOD THROUGH
- 2 ESTIMATED DELIVERY
- 3 THIS OFFER IS FOR BUDGETARY PURPOSES ONLY AND IS NOT AN OFFER FOR SALE.
- 4 UNLESS OTHERWISE STATED, PAYMENT DUE WITHIN TEN (10) DAYS AFTER INVOICE.
- 5 ORDERED EQUIPMENT MAY BE RETURNED FOR A FULL REFUND, LESS A 20% RESTOCKING FEE, IF THE EQUIPMENT IS RETURNED UNL SED AND UNDAMAGED IN ITS ORIGINAL PACKAGING WITH IN 30 DAYS AFTER DELIVERY.
- 6 STANDARD EQUIPMENT WARRANTY (WHICH WILL BE FUF:NISHED UPON REQUEST) APPLIES TO ALL ORDERED EQUIPMENT.
- 7 STC DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PU RPOSE.
- 8 EXTENDED WARRANTY OR MAINTENANCE AGREEMENT MAY BE AVAILABLE AT AN ADDITIONAL COST UPON REQUEST AND SHOULD BE ADDED AT TIME OF PURCHASE.
- 9 STC'S TOTAL LIABILITY ARISING FROM ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF PRODUCTS WITH RESPECT TO WH CH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL STC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 10 THESE TERMS WILL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS ON ANY PURCHASE ORDER SUBMITTED BY THE PURCHASER:.
- 11 TERMS AND CONDITIONS SUBJECT TO CHANGE WITHOUT NOTICE.
- 12 PROPOSAL PRICING AS WRITTEN. VARIATIONS MAY SUBJECT PROPOSAL TO PRICING CHANGES.
- 13 PRICING REFLECTS ITEMS SOLD TOGETHER IN A PACKAGED DEAL AND NOT INDIVIDUALLY
- 14 CUSTOMER REQUIRED TO PROVIDE THE FOLLOWING:
 - A MOST MAJOR CREDIT CARDS ACCEPTED
 - B PURCHASE ORDER

10/20/2007
10 - 45 DAYS

PROPOSED BY DEAN SCHAEFER

TITLE: ACCOUNT EXECUTIVE

DATE: 9/20/2007

BEFORE SIGNING, PLEASE READ THIS PROPOSAL CAREFULLY. YOUR SIGNATURE IS AN OFFER TO PURCHASE THE PRODUCTS AND SERVICES LISTED ABOVE, WHICH IF ACCEPTED BY STC, WILL BE A PURCHASE CONTRACT.

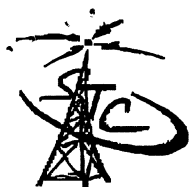
CUSTOMER ACCEPTANCE: _____

PRINTED NAME _____

TITLE: _____

PURCHASE ORDER # _____

DATE: / /



South Texas Communications, Inc.

PO Box 3712
McAllen, Tx 78502-3712
Office: 956-687-6591
Fax: 956-687-1735



MOTOROLA
Authorized Two-Way
Radio Dealer

Fax Cover Page

To: Richard Ozuna From: Dean Schaefer
 Co.: Hid Co S.O.
 Fax: 393-6021 Pages: 3
 Phone: _____ Date: _____
 Re: _____ CC: _____

- Urgent For Review Please Comment Please Reply Please Recycle

COMMENTS: _____

Park Breakdown

▣ TWO-WAY RADIO ▣ PAGERS ▣ EMERGENCY EQUIPMENT ▣ COMPUTER NETWORKING ▣
 ▣ DISPATCH CENTER FURNITURE & RECORDING SOLUTIONS ▣

AI-6255

16.K.3.

**Repairs, Installation and Removal of Emergency Equipment,
Radios, Computer and Miscellaneous Equipment
CC REGULAR**

Date: 10/30/2007

Submitted By: Roli Flores, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Information

CAPTION

Requesting authority to advertise and approval of draft specifications (as developed & drafted with the user department) as attached hereto for "Repairs, Installation and Removal of Emergency Equipment, Radios, Computer and Miscellaneous Equipment" project.

BACKGROUND

Draft Specifications

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-421-00-280-001-0-432

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 10/26/07 \$41,154.02

Attachments

Link: [Draft Specifications](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Moises Salazar	10/25/2007 07:08 AM	APRV
2	Budget & Management	Dina Trevino	10/25/2007 09:25 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/26/2007 09:56 AM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Roli Flores

Started On: 10/24/2007 04:55 PM

Final Approval Date: 10/26/2007

EXHIBIT AA@

HIDALGO COUNTY SHERIFF=S OFFICE-
AREPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER
& MISCELLANEOUS EQUIPMENT@
BID NO: 07-125-00-00-ROL

DRAFT SPECIFICATIONS

Project Overview:

The Hidalgo County Sheriff=s Office is seeking to contract with a qualified vendor to conduct all AREPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER & MISCELLANEOUS EQUIPMENT@ on an AAs Needed Basis@ including, but not limited to, the following:

Requirements & Qualifications, Terms & Conditions

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPERATION AND SUBMISSION OF (BIDS PROPOSALS AND/OR QUOTES) SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSTMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.
2. THIS BID WILL BE FOR EMERGENCY EQUIPMENT, RADIOS & MISCELLANEOUS EQUIPMENT THAT IS CURRENTLY INSTALLED IN, OR WILL BE INSTALLED IN EMERGENCY VEHICLES ONLY. THIS BID CONTRACT WILL NOT INCLUDE REPAIRS TO BASE RADIO CONSOLES, TOWER SITE REPEATERS OR EQUIPMENT, PORTABLE RADIOS, OR SPECIALTY SURVEILLANCE EQUIPMENT.
3. AWARDED VENDOR(S) WILL MAINTAIN ALL INSURANCE CERTIFICATES AND ITS LIMITS THROUGH OUT THE CONTRACT TERM (REFER TO EXHIBIT C).
4. AWARDED VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF THREE (3) YEARS.
5. A LIST OF A MINIMUM OF FIVE (5) CURRENT REFERENCES/CONTRACTS FOR ANY STATE, LOCAL POLITICAL SUBDIVISION, PRIVATE SECTOR OR ANY OTHER LAW ENFORCEMENT AGENCY MUST BE SUBMITTED WITH YOUR BID. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:
 - A). COMPANY
 - B). CONTACT PERSON
 - C). PHONE NUMBER
 - D). WORK PREFORMED
 - F). CONTRACT TERM (IF APPLICABLE)
6. VENDORS SUBMITTING BID WILL USE ONLY EXPIERIENCE SERVICE TECHNICIANS IN PERFORMING ALL REPAIRS, INSTALLATIONS AND REMOVALS (ATLEAST THREE (3) YEARS EXPIERENCE).
7. IF THE DISTANCE FROM SITE A, (SHERIFF=S OFFICE OR OTHER), AND SITE B, (VENDORS LOCATION), IS MORE THAN TWENTY (20) MILES ONE WAY, THE SHERIFF=S OFFICE WILL REQUEST ASSISTANCE FROM THE VENDOR IN THE TRANSPORTATION OF UNIT(S) AT NO ADDITIONAL CHARGE TO HIDALGO COUNTY.
8. VENDORS SUBMITTING BID SHALL HAVE A COVERED WORKING AREA TO PROTECT VEHICLES AND EQUIPMENT AGAINST INCLEMENT WEATHER WHILE CONDUCTING INSTALLATIONS OR REMOVALS.

9. VENDORS SUBMITTING BID MUST BE ABLE TO SCHEDULE AND COMPLETE A VEHICLE INSTALLATION IN TWO (2) WORKING DAYS AND A REMOVAL IN ONE (1) WORKING DAY.
10. VENDORS SUBMITTING BID WILL BE ABLE TO SERVICE A FLEET SIZE OF OVER TWO HUNDRED (200) UNITS.
11. VENDORS SUBMITTING BID WILL BE ABLE TO WORK ON MULTIPLE (EXAMPLE: THREE (3) OR MORE) VEHICLES AT ONE GIVEN TIME.
12. VENDORS SUBMITTING BID WILL BE ABLE TO REFURBISH AND/OR REPAIR ANY AND ALL NON-WORKING OVERHEAD LIGHT BARS, RADIOS, SIRENS AND MISCELLANEOUS EQUIPMENT UNLESS EQUIPMENT IS BEYOND REPAIR.
13. HIDALGO COUNTY MAY UTILIZE STATE CONTRACTS IF IT IS IN THE COUNTY'S BEST INTEREST TO DO SO.
14. VENDORS SUBMITTING BID WILL HAVE AMPLE SPACE TO STORE PROPERTY BEING REMOVED AND/OR INSTALLED AND THE ABILITY TO TRACK AND DOCUMENT THE STORAGE OF PROPERTY.
15. VENDORS SUBMITTING BID WILL HAVE THE PROPOSED FACILITY INSURED FOR DAMAGES, LOSSES RESULTING IN THEFT, FIRE, EMPLOYEE NEGLIGENCE OR HAZARDOUS WEATHER CONDITIONS.
16. AWARDED VENDORS WILL BE RESPONSIBLE FOR VEHICLES AND/OR EQUIPMENT THAT ARE DAMAGED OR VANDALIZED WHILE IN THEIR CONTROL.
17. VENDORS MUST HAVE AN AREA TO KEEP VEHICLES SECURED FOR OVERNIGHT AND WEEKENDS.
18. VENDORS SUBMITTING BID MUST HAVE A SERVICE FACILITY TO BE ABLE TO COMPLETE WORK SPECIFIED LOCATED IN HIDALGO COUNTY.
19. VENDORS SUBMITTING BID MUST GUARANTEE WORK PERFORMED FOR A PERIOD OF AT LEAST 90 DAYS.
20. VENDORS SUBMITTING BID MUST BE ABLE TO CONDUCT INSTALLATIONS OR REMOVALS AT THE SHERIFF'S OFFICE ON AN EMERGENCY BASIS. IF THE VENDOR WILL CHARGE FOR A SERVICE CALL FOR THIS REQUEST, THE VENDOR MUST INCLUDE THE COST OF THAT SERVICE CALL.
21. INTERESTED VENDORS ARE WELCOME TO MAKE ARRANGEMENTS WITH THE PURCHASING DEPARTMENT TO EXAMINE FLEET VEHICLES PRIOR TO BID OPENING DATE.
22. ALL PRICES FOR REPAIRS, INSTALLATIONS AND REMOVALS SHALL INCLUDE CONSIDERATION FOR TIME AND LABOR.
23. THE TERM OF THE CONTRACT WILL BE FOR ONE (1) YEAR WITH THE COUNTY'S OPTION TO EXTEND FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.
24. HIDALGO COUNTY RESERVES THE RIGHT TO CONTINUE THIS BID FOR AN ADDITIONAL SIXTY (60) DAY GRACE PERIOD AT THE END OF THE CONTRACT TERM FOR UNFORSEEN DELAY IN AWARD OF NEW BID FOR NEXT CONTRACT TERM.

PART I - REPAIRS

The Hidalgo County Sheriff=s Office has installed in its vehicles the following equipment:

- A). Radios:
 - Motorola Syntor X
 - Motorola Syntor 9000
 - Motorola Maratrac
 - Motorola Radies Line radios
 - Macom
 - Vertex 4000
 - Motorola 5000 XLT Astro

Note: Any and all new radios acquired by the Sheriff=s Office will be honored.

- B). Light Bars:
 - Federal Signal Vector
 - Federal Signal Smart Vector
 - Federal Signal Street Hawk
 - Federal Signal Jet Sonic
 - Federal Signal Jet Stream
 - Code 3 MX 7000

Note: Any and all new light bars acquired by the Sheriff=s Office will be honored.

- C). Other:
 - Federal Signal, Code Three, and Sho-Me Sirens and Speakers
 - Sho-Me Deck Lights and Strobes
 - Sho-Me and Code Three wig-Wag modules.
 - Assortment of Cages and Shotgun racks.
 - On board Computers, Cameras and modems (Radios)

Note: Any and all new equipment acquired by the Sheriff=s Office will be honored.

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be repairing and not to limit the scope of repairs to these items only. The repairs will be for anything installed or assigned specifically to a police unit, both marked and unmarked, that is considered emergency equipment. Miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets.

EXHIBIT AB@

HIDALGO COUNTY SHERIFF=S OFFICE-
AREPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER
& MISCELLANEOUS EQUIPMENT@
BID NO: 07-125-00-00-ROL

BID PAGE

PART I - REPAIRS

The repair contract should be for an hourly / time repair rate with mark up rate for parts.

- HOURLY RATES:
- A. Normal Business Hours
 - 1. Technician
 - B. After Hours, Weekends & Holidays
 - 2. Technician
 - C. Mark Up Rate for repair parts:

Note: Any and all new equipment acquired by the Sheriff=s Office will be honored.

PLEASE STATE ALL WARRANTIES:

BIDDER / COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE NUMBER:

CELLULAR & PAGER NUMBERS:

FAX NUMBER:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE:

DATE:

PART II - REMOVAL DESCRIPTION

A). RADIO: Because of the increase of our fleet, our office uses different types of radios. Some radios are easier to remove compared to the others. Below is a list of the radios. The interested vendor must give the price per radio.

MOTOROLA SYNTOR X (WITH THE HAND HELD CONTROL)
MOTOROLA SYNTOR X 9000
MOTOROLA MARATRAC (WITH CONTROL PANEL)
MOTOROLA MARATRAC (WITH THE HAND HELD CONTROL)
MOTOROLA RADIUS LINE RADIOS (GM 300, M 120, M 1225 ETC.)
MACOM
VERTEX 4000
MOTOROLA 5000 XLT ASTRO

NOTE: ALL RADIOS REMOVALS MUST INCLUDE THE POWER CABLES AND INTERFACES. ANY AND ALL NEW RADIOS ACQUIRED BY THE SHERIFF=S OFFICE WILL BE HONORED.

B). ANTENNAS:(to include disguise antennas)

C). SIRENS: Below is a list of the 4 (four) siren types used. The interested vendor must give the removal price per type.

SYNTOR 9000 SIREN
CONSOLE SIRENS WITH P.A.
DISGUISE INTERIOR OR TRUNK MOUNT SIREN

NOTE: ALL SIREN REMOVALS MUST INCLUDE THE POWER CABLES AND INTERFACES. ANY AND ALL NEW SIRENS ACQUIRED BY THE SHERIFF=S OFFICE WILL BE HONORED.

D). LIGHT BAR: (to include power cable and control panels)

E). GRILLE LIGHTS: (halogen or strobe)

F). REAR DECK LIGHTS: (halogen or strobe)

G). DASH LIGHTS: (Either mounted on dash or roof area near sun visor)

H). STROBE LIGHT INSERTS BY PAIRS, FRONT OR BACK

I). HALOGEN LIGHT INSERTS BY PAIRS FRONT OR BACK

J). FUSE PANEL

K). STROBE POWER SUPPLIES

L). PRISONER CAGES

M). SHOTGUN/RIFLE RACK (floor or ceiling mounted)

N). SHOTGUN/RIFLE RACK (trunk lid mounted non-electrical)

O). FLASHLIGHT CHARGER

P). PUSH BUMPERS

Q). CENTER CONSOLE

R). ON BOARD COMPUTER AND CAMERAS

S). COMPUTER STAND (for vehicle without consoles)

T). COMPUTER RADIO MODEM

U). INTERIOR MOUNTED DIRECTIONAL LIGHT BARS

V). RADAR UNIT

W).MOBILE VIDEO EQUIPMENT (including power supply)

X). REMOVAL OF STRIPING AND/OR MARKING OF EMERGENCY VEHICLES
(IF REQUIRED)

NOTE: EACH ITEM LISTED ABOVE WILL BE PRICED INDIVIDUALLY SINCE EVERY CAR IS DIFFERENT IN THE EQUIPMENT IT CARRIES; IT MAY NOT HAVE ALL THE EQUIPMENT SPECIFIED.

EXHIBIT AB@

HIDALGO COUNTY SHERIFF=S OFFICE-
REPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER
& MISCELLANEOUS EQUIPMENT@
BID NO: 07-125-00-00-ROL

BID PAGE

PART II - REMOVAL DESCRIPTION

RADIOS: MOTOROLA SYNTOR X (WITH THE HAND HELD CONTROL)	\$
MOTOROLA SYNTOR X9000	\$
MOTOROLA MARATRAC (WITH CONTROL PANEL)	\$
MOTOROLA MARATRAC (WITH THE HAND HELD CONTROL)	\$
MOTOROLA RADIUS LINE RADIOS (GM 300, M 120, M 1225 ETC.)	\$
MACOM	\$
VERTEX 4000	\$
MOTOROLA 5000 XLT ASTRO	\$
ANTENNAS	\$
SIRENS:	
SYNTOR 9000 SIREN	\$
CONSOLE SIRENS WITH P.A.	\$
DISGUISE INTERIOR OR TRUNK MOUNT SIREN	\$
LIGHT BAR	\$
GRILLE LIGHTS	\$
REAR DECK LIGHTS	\$
DASH LIGHTS	\$
STROBE LIGHT INSERTS BY PAIRS, FRONT OR BACK	\$
HALOGEN LIGHT INSERTS BY PAIRS FRONT OR BACK	\$
FUSE PANEL	\$
STROBE POWER SUPPLIES	\$
PRISONER CAGES	\$
SHOTGUN/RIFLE RACK	\$
SHOTGUN/RIFLE RACK	\$
FLASHLIGHT CHARGER	\$
PUSH BUMPERS	\$
CENTER CONSOLE	\$
ON BOARD COMPUTER AND CAMERAS	\$
COMPUTER STAND	\$
COMPUTER RADIO MODEM	\$
INTERIOR MOUNTED DIRECTIONAL LIGHT BARS	\$
RADAR UNIT	\$
MOBILE VIDEO EQUIPMENT (INCLUDING POWER SUPPLY)	\$
REMOVAL OF STRIPING AND/OR MARKING OF VEHICLES (IF REQUIRED)	\$

Note: Any and all new equipment acquired by the Sheriff=s Office will be honored.

REMOVAL TOTAL: \$

PART III - INSTALLATION DESCRIPTION

A). RADIO: Because of the increase of our fleet, our office uses different types of radios. Some radios are easier to remove compared to the others. Below is a list of the radios. The interested vendor must give the removal price per radio.

MOTOROLA SYNTOR X (WITH THE HAND HELD CONTROL)
MOTOROLA SYNTOR X9000
MOTOROLA MARATRAC (WITH CONTROL PANEL)
MOTOROLA MARATRAC (WITH THE HAND HELD CONTROL)
MOTOROLA RADIUS LINE RADIOS (GM 300, M 120, M 1225 ETC.)
MACOM
VERTEX 4000
MOTOROLA 5000 XLT ASTRO
PROGRAM RADIO (FREQUENCY)

NOTE: ALL RADIOS REMOVALS MUST INCLUDE THE POWER CABLES AND INTERFACES. ANY AND ALL NEW RADIOS ACQUIRED BY THE SHERIFF=S OFFICE WILL BE HONORED.

B). ANTENNAS:(including disguise antennas) to include interface to the radios.

C). SIRENS: Below is a list of the siren type used. The interested vendor must give the installation price per type.

NOTE: ALL SIRENS INSTALLATION MUST INCLUDE THE POWER CABLES AND INTERFACES. ANY AND ALL NEW SIRENS ACQUIRED BY THE SHERIFF=S OFFICE WILL BE HONORED.

SYNTOR 9000 SIREN (trunk mount to include power cable and interface with radio and siren speaker)

CONSOLE SIRENS WITH P.A. (to include interface with radio, intersection horn, and siren speaker).

DISGUISE INTERIOR OR TRUNK MOUNT SIREN (to include interface with siren speaker). This siren installation must include a switch panel.

SIREN SPEAKERS PUSH BAR MOUNTED

SIREN SPEAKERS CONCEALED MOUNTED

D). LIGHT BAR:To include interface cables to console and include the installation and interface with switch panels. Below is a list of the light bars used. The interested vendor must give the installation price per light bar.

E). FEDERAL SIGNAL VISION (with interface box and switch)

F). FEDERAL VECTOR AND SMART VECTOR (with interface box and switch)

G). FEDERAL SIGNAL LIGHT BARS OTHER THAN VISION (with interface relay box for Motorola switch).

H). FEDERAL SIGNAL LIGHT BARS OTHER THAN VISION (with interface with a straight switch box i.e. Federal Signal SW 400SS and others)

I). INTERIOR MOUNTED DIRECTIONAL BAR (to interface with relay box to switch control)

J). HALOGEN GRILL LIGHTS (to include flasher and interface with the switch panel)

K). STROBE GRILL LIGHTS (to include interface with strobe power supply)

L). HALOGEN REAR DECK LIGHTS (to include flasher and interface with the switch panel)

M). STROBE REAR DECK LIGHTS (to include interface with strobe power supply)

N). DASH LIGHTS (to include strobe or halogen, either mounted on dash or roof area near sun visor to include interface with switch panel)

- O). STROBE LIGHT INSERTS BY PAIRS, FRONT OR BACK (to include interface with the strobe power supply)
- P). HALOGEN LIGHT INSERTS BY PAIRS FRONT OR BACK (to include flasher and interface with switch panel)
- Q). FUSE PANEL
- R). STROBE POWER SUPPLY (to include interface to switch panel)
- S). WIG-WAG FLASHER (to include interface with switch panel)
- T). PRISONER CAGES (to include lower extension and side panels)
- U). SHOTGUN/RIFLE RACK FLOOR MOUNT (interface with the switch panel and lock timers if available)
- V). SHOTGUN/RIFLE RACK OVER HEAD MOUNT (interface with the switch panel and lock timers if available)
- W). SHOTGUN/RIFLE RACK TRUNK LID MOUNT (non-electrical)
- X). ON BOARD COMPUTER AND CAMERAS (interface with console/stand, wire interface with power supplies and radio modem.
- Y). RADIO MODEM COMBINATION FOR SEDANS WITH BRACKET (interface with console/stand, wire interface with power supplies, antenna and computer)
- Z). FLASHLIGHT CHARGER
 - Z1). PUSH BUMPER
 - Z2). RADAR UNIT
 - Z3). MOBILE VIDEO EQUIPMENT (including power supply)
 - Z4). INSTALL STRIPING AND/OR MARKING OF EMERGENCY VEHICLES (IF REQUIRED)

NOTE: EACH ITEM LISTED ABOVE SHALL BE PRICED INDIVIDUALLY SINCE EVERY CAR IS DIFFERENT IN THE EQUIPMENT IT CARRIES.

HIDALGO COUNTY SHERIFF=S OFFICE-
AREPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER
& MISCELLANEOUS EQUIPMENT@
BID NO: 07-125-00-00-ROL

BID PAGE

PART III - INSTALLATION DESCRIPTION

RADIOS:

MOTOROLA SYNTOR X (WITH THE HAND HELD CONTROL)	\$
MOTOROLA SYNTOR X9000	\$
MOTOROLA MARATRAC (WITH CONTROL PANEL)	\$
MOTOROLA MARATRAC (WITH THE HAND HELD CONTROL)	\$
MOTOROLA RADIUS LINE RADIOS (GM 300, M 120, M 1225 ETC.)	\$
MACOM	\$
VERTEX 4000	\$
MOTOROLA 5000 XLT ASTRO	\$
PROGRAM RADIO (SET FREQUENCY)	\$

ANTENNAS \$

SIRENS:

SYNTOR 9000 SIREN	\$
CONSOLE SIRENS WITH P.A.	\$
DISGUISE INTERIOR OR TRUNK MOUNT SIREN	\$
SIREN SPEAKERS PUSH BAR MOUNTED	\$
SIREN SPEAKERS CONCEALED MOUNTED	\$

LIGHT BAR:

FEDERAL SIGNAL VISION	\$
FEDERAL VECTOR AND SMART VECTOR	\$
FEDERAL SIGNAL LIGHT BARS OTHER THAN VISION (see pg. 4 of specs)	\$
FEDERAL SIGNAL LIGHT BARS OTHER THAN VISION (see pg. 4 of specs)	\$
INTERIOR MOUNTED DIRECTIONAL BAR	\$
HALOGEN GRILL LIGHTS	\$
STROBE GRILL LIGHTS	\$
HALOGEN REAR DECK LIGHTS	\$
STROBE REAR DECK LIGHTS	\$
DASH LIGHTS	\$
STROBE LIGHT INSERTS BY PAIRS, FRONT OR BACK	\$
HALOGEN LIGHT INSERTS BY PAIRS FRONT OR BACK	\$
FUSE PANEL	\$
STROBE POWER SUPPLY	\$
WIG-WAG FLASHER	\$
PRISONER CAGES	\$
SHOTGUN/RIFLE RACK FLOOR MOUNT	\$
SHOTGUN/RIFLE RACK OVER HEAD MOUNT	\$
SHOTGUN/RIFLE RACK TRUNK LID MOUNT	\$
ON BOARD COMPUTER AND CAMERAS	\$
RADIO MODEM COMBINATION FOR SEDANS WITH BRACKET	\$
FLASHLIGHT CHARGER	\$
PUSH BUMPER	\$
RADAR UNIT	\$
MOBILE VIDEO EQUIPMENT (INCLUDING POWER SUPPLY)	\$
INSTALL STRIPING AND/OR MARKING OF VEHICLES (IF REQUIRED)	\$

Note: Any and all new equipment acquired by the Sheriff=s Office will be honored.

INSTALLATION TOTAL: \$

AI-6277

16.K.4.

**Upgrade Network Equipment
CC REGULAR**

Date: 10/30/2007

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Information

CAPTION

Requesting authority to purchase computer equipment and peripherals from state awarded vendor through our membership/participation with (TPASS) Texas Procurement & Support Services (DIR) VAL-COM COMPUTER CENTER - DIR-SDD- 223 Requisition #120559 for the total of \$ 10,230.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-423-21-280-002-0-665

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding for this purchase was secured with requisition#: 120559

Attachments

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/26/2007 02:26 PM	APRV
2	Budget & Management	Dina Trevino	10/26/2007 02:45 PM	APRV
3	Rey Salazar	Rey Salazar	10/26/2007 03:26 PM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	PEND

Form Started By: Matilde Faz

Started On: 10/26/2007 09:39 AM

Final Approval Date: 10/26/2007

**Requisition
HIDALGO COUNTY JAIL**

Req # 00120559

PO #

Date: 10/24/07

*Regular
6277
11/6/07*

Bill To: x
x

Vendor: 309427
VALCOM COMPUTER CENTER
6 DESTA DRIVE, SUITE 1350
MIDLAND, TX 79705
FAX (432)682-7741

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: ALEX CARDENAAS
956-393-6023

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
15	EACH	HP PROCURVE 2626 SWITCH	403.00	6,045.00
15	EACH	HP PROCURVE GIGABIT -SX-LC MINI GBIC	268.00	4,020.00
15	EACH	TRIPP LITE 2M DUPLEX MMF CABLE LC/ST 62.5/125 FIBER	11.00	165.00
1				.00
		<u>Account No</u>	<u>Encumbrance</u>	
		7-1100-423-21-280-002-0-694	10,230.00	
			Freight	.00
			Total	10,230.00
		REPORT ROAD HAZARDS 1-866-MCR-SAFE OR 1-866-427-7233		

6/25 will be change by find

292-7034

10/26/07

Authorized By: _____

6277 Request 11/6/07 by [unclear] 10/30/07

DATE ENTERED:

10-24-07

REQUISITION #:

120559

DATE APPROVED:

P.O. #:

HIDALGO COUNTY SHERIFF'S OFFICE
ADULT DETENTION FACILITY REQUISITION

DATE: 10/23/07
REQUESTED BY: Quartermaster Office for Electrical Equipment
BUDGET: 7-1100-423-21-280-002-0-XXX
OBJECT NUMBER: # 684 Minor Equipment
CURRENT BALANCE: \$35,760.33
EXPENDITURE AMOUNT: \$10,230.00
NEW BALANCE: \$25,530.33
PURPOSE FOR EXPENDITURE: Replacement switches to Upgrade Electrical Equipment in Mechanical Closets Throughout the Jail Facility

ITEM & DESCRIPTION	ITEM #	QTY	UNIT PRICE	TOTAL
HP ProCurve 2626 Switch	J4900B#ABA	15	\$403.00	\$6,045.00
HP ProCurve Gigabit-SX-LC Mini-GBIC	J4858C	15	\$269.00	\$4,020.00
Tripp Lite 2M Duplex MMF Cable	N318-02M	15	\$11.00	\$165.00
LC/ST 62.5/125 Fiber			\$0.00	\$0.00
			\$0.00	\$0.00
			Freight	\$0.00
GRAND TOTAL:				\$10,230.00

AWARDED VENDOR: Val-Com Computer Center
6 Dasta Drive, Suite 1350
Midland, TX 79705
Ph 432-687-5424x231
Fax 432-682-7744
Contact: Jonathan Scott
Contract TEXAS
DIR-SDD-223
\$10,230.00

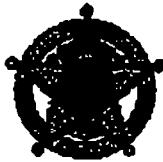
CONTACTED VENDOR: CDW-Government
Ph 866-224-6443
Fax 312-705-9412
Contact: Jay Carlile
\$10,312.05

SHI Government Solutions
Ph 800-870-6071
Fax 512-732-0212
Contact: Shaina Bigman
\$13,185.00

DIVISION CAPT./CMDR.: [Signature]

REVIEWED BY:

AUTHORIZED BY: [Signature]



Javier Chapa/HCSO
10/19/2007 04:15 PM

To A Cardenas/HCSO@HCSO
cc
bcc
Subject Re: specs & quantity

Alex, At sometime we will need to upgrade the networking equipment that is in each mechanical closet at the jail. This is the switch with the GBICS. We still need to order the cables that go with the GBICS, I need to get pricing from Frank DeHoyos he got them for me last time. Chapa

Alex,

That is fine just throw in one extra switch for us with a GBIC. Include an amount for the spares that you want to have on-hand.

Chapa

A Cardenas/HCSO



A Cardenas/HCSO
10/19/2007 04:13 PM

To Javier Chapa/HCSO@HCSO
cc
bcc
Subject : specs & quantity

Look over the specs and quantity and let me know if this is ok. Before I send this out to get quotes. And will this quantity cover what we owe you.

We would like for you to give us a quote for the following items;

<u>Item/Description</u>	<u>Part #</u>	<u>Quantity</u>
1. HP ProCurve Switch 2626	14900B#ABA	12
2. HP ProCurve Gigabit-SX-LC Mini-GBIC	J4858B	12
3. Fiber Optic Cables, the type that Are LC to ST Duplex Multi-Mode Fiber optic. Nothing over 2 meters. In Length,		12

Include shipping & delivery to Adult Detention Facility

Hidalgo County Sheriff's Office
 Adult Detention Center
 Quarter Master's Office

Ph (956) 381-7922 Fax (956) 381-7974

Spec Sheet

Friday, October 19, 2007

TO _____ FAX _____
 Attn: _____ Ph _____

We would like for you to give us a quote for the following items:

<u>Item/Description</u>	<u>Part #</u>	<u>Quantity</u>
1. HP ProCurve Switch 2626	J4900B#ABA	15
2. HP ProCurve Gigabit-SX-LC Mini-GBIC	J4858B	15
3. Fiber Optic Cables, the type that Are LC to ST Duplex Multi-Mode Fiber optic. Nothing over 2 meters. In Length.		15
4. Include shipping & delivery to Adult Detention Facility		

Fax your quote on a Company Letterhead, with a contact person to Hidalgo County Sheriff's Office, Adult Detention Attn: Alex Cardenas to Fax Number 956-381-7974. Deadline for all quotes is 5:00 pm October 24th 2007.

Shipping Address:

Hidalgo County Adult Detention Facility
 Attn: Alex Cardenas
 701 El Cibolo Rd.
 Edinburg, TX 78541

E-Mail Address:

acardenas@hidalgo.org

Should you have any questions concerning this request you can reach me at (956) 381-7922



"Jon Scott"
<jscott@valcom-m.com>
10/23/2007 09:01 AM

To <acardenas@hidalgo.org>
cc
bcc
Subject ValCom/HP Pricing
1

Hi Alex,

Here is the pricing that you needed. The switches are priced using DIR-SDD-223. Please let me know if you have any questions.

Qty 15
HP Procurve Switch 2626
MF#J4900B#ABA
Unit Price 403.00
Total 6045.00

Qty 15
HP ProCurve Gigabit-SX-LC Mini-GBIC
MF#J4858C
Unit Price 268.00
Total 4020.00

Qty 15
Tripp Lite 2M DUPLEX MMF CABLE LC/ST 6:1.5/125 FIBER
MF# N318-02M
Unit Price 11.00
Total 165.00

Grand Total 10,230.00
Shipping is free. ETA is 4-5 days.

Thanks,

Jonathan Scott
Sales Consultant
Abacus Computers Inc. dba Valcom Computer Center
6 Desta Drive, Suite 1350
Midland, TX 79705
<http://www.valcom-m.com>
Phone: 432-687-5424 Ext: 231
Fax: 432-682-7741



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 #: HVG2830

Need Help?

Status: Open
 Quote Date: 10/22/2007
 Contact: ALEX CARDENAS
 Description: PROCURVE QUOTE



Contact
 Jay Carfile
 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

Billing Address

ALEX CARDENAS
 ALEX CARDENAS
 ATTN: HIDALGO COUNTY
 701 E EL CIBOLO RD
 EDINBURG, TX 78541-7771

(800) 594-4239

(956) 381-7922

Shipping Address

HIDALGO COUNTY JAIL
 ATTN: ALEX CARDENAS
 701 E EL CIBOLO RD
 EDINBURG, TX 78541-7771

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 ProCurve Switch 2626	Tcpn Contract #r4713	755381	J4900B#ABA	15	\$403.00	\$6,045.00
HP ProCurve Gigabit SxLc M10c GBIC	Tcpn Contract #r4713	1278321	J4858C	15	\$268.00	\$4,020.00
CDW 1 Meter Multimode LC/ST Duplex Fiber Optic Patch Cable	Tcpn Contract #r4713	1042650	LCST625-01M-CDW	15	\$16.47	\$247.05

Sub-Total \$10,312.05
 Shipping: \$0.00
 Grand Total \$10,312.05

*Tax may change if this quote is amended by your account manager.

ADD TO CART



<Shalna_Bigman@gs.shi.com>
10/23/2007 09:29 AM

To <acardenas@hidalgo.org>
cc
bcc
Subject SHI Quote 2360052, HP



Pricing Proposal
Quotation #: 2360052
Created On: Oct-23-2007
Valid Until: Oct-31-2007

Hidalgo County Adult Detention Facility

Account Representative

Alex Cardenas

Shalna Bigman

Phone:
Fax:
Email: acardenas@hidalgo.org

1250 Capital of Texas Hwy South,
Suite 1350
Austin, TX 78746
Phone: 800-870-8079
Fax: 512-732-0232
Email: Shalna_Bigman@gs.shi.com

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 HP ProCurve Switch 2628 - Switch - 24 ports - EN. Fast EN - 10Base-T, 100Base-TX + 2x10/100/1000Base-T/GFP (mini-GBIC) - 1U - rack-mountable - stackable HP - Networking - Part#: J4900B#ABA	16	\$456.00	\$8,640.00
2 HP ProCurve Gigabit SX-LC Mini-GBIC - Transceiver module - SFP - Gigabit EN - 1000Base-SX HP - Networking - Part#: J4858C	15	\$304.00	\$4,560.00
3 Belkin - Mode conditioning cable - LC single mode (R) - ST multi-mode (M) - 2 m - fiber optic BELKIN - Part#: F2F802LD-02M	15	\$119.00	\$1,785.00
Total			\$13,185.00

Additional Comments

Thank You for choosing SHI-GSI! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-8079.



SHI-Quote-2360052.htm

AI-6175

16.L.1.

**Juvenile Justice Alternative Education Program
CC REGULAR**

Date: 10/30/2007

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Juvenile Probation

Information

CAPTION

Approval of a correction to agenda item (AI-5608) approved by CC on 9-25-07 for ratification of award by Juvenile Board of Judges on (8-22-07) to reflect the RFP #254 (and not #082) for: "Juvenile Justice Alternative Education Program" award of contract with Southwest Key, Inc. for the provision of services related to the "Operation and Management of the Hidalgo County Juvenile Justice Alternative Education Program"- fiscal & school year of 2007-2008.

BACKGROUND

Agenda Item was approved on 09-25-07

(The RFP Number was inadvertently incorrect on the agenda item for September 25, 2007)

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 1294-423-00-330-018-8-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [Previous Agenda Item](#)

Link: [SOUTHWEST KEY PROGRAM](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Moises Salazar	10/25/2007 08:22 AM	APRV
2	Budget & Management		10/25/2007 08:22 AM	NEW
3	Auditor's Office		10/25/2007 08:22 AM	
4	Court Administrator		10/25/2007 08:22 AM	
7	Budget & Management		10/26/2007 05:11 PM	PEND
8	Veronica Lopez	Veronica Lopez	10/25/2007 03:26 PM	APRV
9	Linda Fong		10/26/2007 05:11 PM	PEND

Form Started By: Vangie Garcia

Started On: 10/22/2007 02:35
PM

Final Approval Date: 10/26/2007

AI-5608

22.

**Juvenile Justice Alternative Education Program
CC REGULAR**

Date: 09/25/2007
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Presentation for discussion, consideration and ratification of action taken by "Juv Board Of Judges" meeting date of August 22, 2007, for the approval of the "Juv Justice Alternative Education Program award of contract with Southwest Key, Inc.". NO: 2007-082-04-04-VYG, for the "Operation and Management Of The Hidalgo Cc Juvenile Justice Alternative Education Program"-FY 2007-2008 School Year.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 7-1294-423-00-330-018-8-350
FUNDS AVAILABLE Y/N?: Y pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 9-21-07 \$500,000.00. As per Oscar Garcia from the Auditor's office the Grant appropriation for FY 2008 for the TJPC-P-2008 JJAEP grant was given the Acct division the morning of 9-21-07 and is pending posting in SAGE acct system.

Attachments

Link: [Juvenile Board Of Judges Agenda](#)
Link: [SOUTHWEST KEY PROGRAM](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/20/2007 04:41 PM	APRV
2	Budget & Management	Damaris San Miguel	09/21/2007 09:38 AM	APRV
3	Ivan Cantu	Ivan Cantu	09/21/2007 01:38 PM	APRV
4	Auditor's Office		09/21/2007 05:22 PM	NEW

Form Started By: Vangie Garcia Started On: 09/18/2007 01:12 PM
Final Approval Date: 09/21/2007

318-2629



AT 11:30 O'CLOCK AM
 AUG 16 2007
 ARTURO MAJARDO, JR. COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 BY [Signature] DEPUTY
 HIDALGO COUNTY COURTHOUSE

GINNA ALVAREZ
COURT COORDINATOR

JOAQUIN PENA
BAILIFF-INTERPRETER

DOLLY ROBLEDO
OFFICIAL COURT REPORTER

ALICIA SEPULVEDA
ASSISTANT COORDINATOR

JUAN R. PARTIDA
JUDGE, 275TH JUDICIAL DISTRICT COURT

FIRST FLOOR
100 N. CLOSER
EDINBURG, TEXAS 78139
(936) 318-2270
FAX: (936) 318-2389

MEMO

TO: ALL PARTICIPANTS OF THE BOARD OF JUDGES MEETING

FROM: JUDGE JUAN R. PARTIDA, 275TH DISTRICT COURT LOCAL PRESIDING JUDGE, HIDALGO COUNTY, TEXAS

DATE: AUGUST 16, 2007

**IN RE: BOARD OF JUDGES MEETING
WEDNESDAY, AUGUST 22, 2007
11:30 A.M.
275TH DISTRICT COURTROOM**

AGENDA ATTACHED



BOARD OF JUDGES MEETING

AUGUST 22, 2007

AGENDA

1. Israel "Buddy" Silva, Chief Juvenile Probation Officer

A. Approval of June 27, 2007 Juvenile Board Meeting Minutes.

B. Approval of Resignations:

- | | | |
|-------------------|-----------------|---------|
| 1. Mark Boswell | B.C. Drill Sgt. | 7/25/07 |
| 2. Roger Martinez | B.C. Drill Sgt. | 7/02/07 |
| 3. Manuel Valdez | Det. Officer | 7/09/07 |
| 4. Ana Garcia | JCCC Monitor | 7/20/07 |

C. Approval of Hirings:

- | | | |
|---------------------------|-------------------|---------|
| 1. Homero Morales | Det. Officer | 8/13/07 |
| 2. Ruben Ramirez | Det. Officer | 8/13/07 |
| 3. Pultarco R. De La Vina | Det. Officer | 8/13/07 |
| 4. Jorge Manzo | Probation Officer | 7/30/07 |
| 5. Anthony Perez | Probation Officer | 7/30/07 |
| 6. Maria Elena Galtan | Accountant | 7/02/07 |

S. Silva ✓

D. Approval of Juvenile Justice Alternative Education Program (JJAEP) Contract with Southwest Key, Inc. for the Operation and Management Of the Hidalgo County J.J. A.E.P. – Effective FY – 2007-2008 School Year.

✓ **E. Approval of (J.J.A.E.P.) Memorandum of Understanding with Hidalgo County School Districts – FY 2007-2008 school year.**

✓ **F. Approval of Interlocal Agreement with McAllen ISD for the Continuation of the S.T.A.R. Program FY – 2007-2008 school year.**

✓ **G. Approval of M.O.U. with the Edinburg CISD for the continuation of Detention Education Services – FY-2007-2008 school year.**

AGREEMENT BETWEEN
HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT
AND
SOUTHWEST KEY PROGRAMS, INC.
FOR THE OPERATION AND MANAGEMENT OF THE
HIDALGO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

This Agreement is entered into on this 22nd day of August, 2007, and is effective as of August 1, 2007, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of Hidalgo County, Texas ("Department"), having its principle administrative offices at 3100 S. Hwy. 281, Edinburg, Texas 78540, and **SOUTHWEST KEY PROGRAMS, INC.** ("SWK"), a Texas non-profit corporation having its principle place of business located at 3000 South IH-35, Ste. 410, Austin, Texas 78704, for the purposes as set forth below.

WHEREAS, pursuant to Chapter 37 of the Texas Education Code, the Department is charged with the responsibility of providing a Juvenile Justice Alternative Education Program ("JJAEP") to those youth who have been expelled by one of the school districts in Hidalgo County for the offenses described in Section 37.007(a) and (d), and if applicable, under Texas Education Code §37.007(e); and also under Section 37.303 if the youth is under court supervision or if the school district makes a determination that the youth's presence in the regular class room (i) threatens the safety of other students or teachers (ii) will be detrimental to the educational process or (iii) it is not in the best interests of the school district's students; and

WHEREAS, local school districts may contract with the Department for placement of students in the JJAEP who are expelled from school for the offenses described in Texas Education Code §37.007(b), (c), (f) and (e) if not officially arrested, charged and referred to the Department under Texas law; and

WHEREAS, SWK operates the Hidalgo County Learning Center, located at 619 South International Blvd., Weslaco, Texas ("Program"), as a JJAEP in accordance with the requirements of the Texas Education Agency and the Texas Juvenile Probation Commission, as codified in Texas Administrative Code Ch. 348, as amended; and

WHEREAS, Department desires to have the JJAEP operated and managed by a professional education/juvenile management company; and

WHEREAS, Department desires that SWK undertake the operation and management of said JJAEP under the following terms and conditions;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Programs

- 1.1 SWK shall implement the JJAEP consistent with the Proposal submitted to the Department and perform the services required as stated in the Proposal attached hereto as Exhibit A. The parties acknowledge that the Program as set forth in Exhibit A may from time to time be modified for the success of the Program upon written agreement by the parties.
- 1.2 Department has reached an agreement with the Weslaco Independent School District ("Weslaco ISD") to provide breakfast and lunch to the students as set forth in the Interlocal Agreement ("Interlocal Agreement") attached hereto as Exhibit B and incorporated herein by this reference for all purposes.

2. Fees

- 2.1 For and in consideration of the above-mentioned services, Department agrees to pay SWK the sum of Thirty-four Thousand, One Hundred Twenty-eight and No/100 Dollars (\$34,128.00) per month for zero to twenty-four (0-24) students enrolled in the Program; Forty-nine Thousand, Seven Hundred Seventy and No/100 Dollars (\$49,770.00) per month for twenty-five to thirty-five (25-35) students enrolled in the Program; and an additional Eight Thousand Five Hundred Thirty-two and No/100 Dollars (\$8,532.00) per month for every six (6) students in excess of thirty-five (35) students enrolled in the Program.
- 2.2 The rates set forth in the preceding paragraph are based on an average of 180 days per school year over a period of ten (10) months and shall continue through the termination of this contract, unless the Department asks SWK to provide additional educational programming during the summer months.
- 2.3 The number of students in the Program will determine the applicable monthly cost for educational services as set forth in Schedule "A" attached hereto and incorporated herein for all purposes.
- 2.4 In the event the number of students enrolled and attending the Program increases past a contractual threshold during a month, as defined in paragraph 2.1 above, the monthly fees for educational services shall not increase until the beginning of the following month and shall only increase for such month if the number of students remains above such contractual threshold on the first instructional day of such following month. Likewise, if the number of students decreases past a contractual threshold during a month, the monthly fee for educational services shall not decrease until the beginning of the following month and shall only decrease if the number of students remains below such contractual threshold on

the first instructional day of such following month. In either event, the fee (whether an increase or decrease) for such following month shall be the fee shown on Schedule "A" for the number of students enrolled and attending the Program as of the first instructional day of such following month.

2.5 Payment for any partial months in which services are performed under this Contract by SWK shall be only for the days services are actually provided. The payment owed shall be the applicable monthly payment multiplied by the quotient of the number of days services are performed during such month over the actual days of such month less the number of Saturdays, Sundays and legal holidays recognized by the Program.

2.6 Department has assigned a probation officer to the Program. SWK shall compensate Department for all expenses of such probation officer as so assigned including but not limited to the officer's salary, fringe benefits, travel and training. The probation officer shall be assigned to the JJAEP provided however such probation officer shall report to and be under the supervision and control of the Department for all purposes.

3. Term

3.1 The term of this Agreement shall be for one year, commencing August 1, 2007 and terminating July 31, 2008. SWK and Department shall have the option to extend this agreement for one year, for a total of three (3) 1-year extension options.

3.2 SWK understands that the term of this Agreement and any other subsequent renewal periods is dependent on funds being available from Hidalgo County. Should funds not be made available, this Agreement shall be terminated and fees will be paid for the services performed to the date in which the Agreement was terminated. Department shall give SWK reasonable notice in writing pursuant to the terms of paragraph 21 below of the anticipated loss of funding, which in no event shall be less than thirty (30) days.

4. Training

Training and staff requirements will be the responsibility of SWK, which will provide training as outlined in the Proposal attached hereto as Exhibit A.

5. Conditions

5.1 If a student in placement with SWK leaves the Program without permission, becomes seriously ill, or is involved in an accident of a serious nature, SWK shall notify Department immediately so that Department may notify the proper authorities.

- 5.2 Department reserves the right to terminate the student's placement with SWK at its discretion. SWK must not release a student to any person or agency other than Department without the express consent of County, which shall be confirmed in writing.
- 5.3 Suspected or alleged cases of child abuse must be immediately reported to the Department and to the Texas Department of Protective and Regulatory Services.
- 6. Examination of Program and Records**
- 6.1 SWK agrees that it will permit Department to examine and evaluate its program of services provided under the terms of this Agreement and to review SWK student records as defined in subparagraph 6.4 herein, subject to the provisions of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), as applicable.
- 6.2 SWK shall provide to the Department such descriptive information on contracted students as requested on forms to be developed jointly by the parties.
- 6.3 Written policies and procedures for the JJAEP shall be established by SWK and submitted to the Department for review and approval.
- 6.4 Information contained in student records shall be consistent with Texas Education Agency's standards and guidelines. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the Department. Release of student records to physicians or other health care providers for use in treatment is hereby expressly authorized by the Department, subject to compliance with any and all applicable HIPAA requirements.
- 7. Standard for Program Operation**
- 7.1 While the Program is under the management and control of SWK, SWK's operation of the Program will, subject to limitations beyond the control of SWK, conform to applicable federal, state, and local statutes, ordinances, and regulations, including, but not limited to statutes, regulations, and rulings of the Texas Education Agency. The Program shall be operated in accordance with the operations policies set forth in Exhibit A, subject to compliance with such statutory regulations and rulings.
- 7.2 SWK agrees that its policies and procedures are consistent with Chapter 348 of the Texas Administrative Code, which sets forth the TJPC standards and regulations governing the operation of JJAEP's. A true and correct copy of the TJPC standards are attached hereto as Exhibit C and are incorporated herein by this reference for all purposes.

8. Administration

SWK will appoint a Program Director or designated Lead Teacher to manage on-site the daily operation of the Program. The position shall be staffed by a professional experienced and trained in the field of juvenile justice alternative education programming.

9. Contract Monitor

Department will appoint a Contract Monitor ("Monitor") to monitor SWK's implementation of its duties and obligations under the terms of the Agreement. In addition, the Department may appoint a Compliance Board among representatives of the various school districts. The Monitor and the Compliance Board will be responsible to and report to any and all persons as may be directed by the Department. Subject to FERPA, HIPAA, and other applicable laws, the Monitor, the Compliance Board or their designated representative will have unlimited access to the Facility, Program and Student records, excluding program personnel files, as is necessary to monitor contract compliance.

10. Personnel

A representative of the Department shall be given the opportunity to review, but shall have no approval authority, the applications of all prospective employees considered by SWK for employment in the Program. SWK shall perform a background investigation on all employees, including a criminal background check, in accordance with Texas Administrative Code §348.4(d). Employee benefits, including medical insurance, life insurance, worker's compensation insurance, and other benefits will be the responsibility of SWK. The worker's compensation insurance shall be maintained by SWK at the limits statutorily required by the State of Texas. SWK shall provide the County with a waiver of subrogation as to the worker's compensation insurance.

11. Liability Insurance

11.1 SWK shall provide for the comprehensive liability coverage for all of SWK's agents, servants, employees, personnel and anyone directly or indirectly employed by SWK connected with the operation and management of the Program, and SWK shall provide further comprehensive general liability coverage to include as additional insured Hidalgo County, its agents and employees, and other agents acting in a governmental agency capacity, together with the successors and assignees of all identified persons set out herein during the term of this Agreement.

11.2 It is further agreed by and between the parties hereto that the limits of coverage for any incident or occurrence provided for in the comprehensive general liability as set out herein shall be the greater of the coverage required by law or One

Million and No/100 Dollars (\$1,000,000.00), inclusive of legal fees, expenses or other costs of defense related to any claims or actions.

11.3 All insurance coverage required by this Section shall be procured and maintained with financially sound insurance rated "A" or better. The certificates of insurance shall contain a provision that the Department or its designated representative shall receive written notice at least thirty (30) days prior to the cancellation of any of the coverage provided under the policies.

12. Program Capacity

The parties agree that as of the execution date of this Agreement, the number of students of the Program is undetermined. Such number will depend on the availability of appropriate program space.

13. Student Characteristics

The Department agrees that the student population shall consist of male and female students and shall be consistent with the Memorandums of Understanding by and between the Department and each of the school districts in Hidalgo County, approving the Code of Conduct and setting forth the criteria for attendance. Copies of the Memorandums of Understanding are attached hereto as Exhibit D.

14. Equal Opportunity

Services shall be provided by SWK in compliance with the Civil Rights Act of 1964 and all other applicable laws and regulations. SWK will not discriminate against any employee, applicant for employment or client because of race, religion, color, sex, sexual orientation, national origin, age or disability. SWK will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, national origin, age or disability.

15. Officials not to Benefit

No officer, member or employee of Hidalgo, no member of its governing body, and no other public officials of the governing body of the locality or localities in which the Program is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of terms of this Agreement shall participate in any decision relating to this Agreement which affects his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

16. Termination Without Cause

Notwithstanding anything to the contrary herein, this Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party hereto.

17. Indemnification

SWK will indemnify and hold Department harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement by SWK, its employees, directors, officers, agents or representatives. Upon written notice from the Department, SWK will resist and defend at SWK's own expense, and by counsel reasonably satisfactory to the Department, any such claim or action. SWK will carry proper insurance with the Department as an additional named insured to the extent such is reasonably available.

18. Breach, Notice and Cure

18.1 In the event of a breach of any obligation or covenant under this agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have twenty (20) days in which to cure the breach. If the breach is not cured within such period or if a good faith effort to cure the breach has not been undertaken within such period, the breaching party shall be in default and the non-breaching party shall be entitled to pursue any remedies it may have by reason of the breach.

18.2 In the event any provision contained in this Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

19. Default and Termination with Cause

19.1 Upon the occurrence of an "event of default," the non-defaulting party may issue notice to cure in accordance with the provisions of paragraph 20 below.

19.2 The Department may terminate this Agreement immediately upon the occurrence of any of the following events:

- .1** The failure of SWK to obtain or maintain any license, accreditation, right or certification required for the lawful operation of the Program, or the decision by any State department or agency to withhold, withdraw, or disqualify the Program from receiving the funds to which it would otherwise be entitled.
- .2** Any conduct of SWK which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the JJAEP.

- .3 The loss of SWK's license to provide the services, or the loss of or failure to provide evidence of liability insurance, as required by paragraphs 11 and 17 herein.
- .4 The conviction of SWK of any crime punishable as a felony involving moral turpitude or immoral conduct.
- .5 The failure of SWK to immediately bar any individual from performing services under this Agreement if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in paragraphs 19.2.1 through 19.2.4 above occurs with respect to such individual.

19.3 The Department may terminate this Agreement on the continuation of any of the following without such being corrected or cured within twenty (20) days after written notice from the Department to SWK:

- .1 the dissolution of SWK or the disposition of all or substantially all of its assets;
- .2 the adjudication of SWK to be bankrupt or insolvent;
- .3 the failure of SWK to continuously operate the Program for the purposes contemplated by this Agreement;
- .4 the breach of any other term or condition of this Agreement.

20. Prohibition of Assignment

Southwest acknowledges that the nature of the services to be rendered under this Agreement is unique and based on SWK's expertise and that as a consequence of such, SWK is prohibited from assigning duties or obligations due under the terms of this Agreement without the written consent of the Department, which consent shall not be unreasonably withheld if such is deemed in the best interest of the Program and the service providers selected are fully qualified and are in compliance with all statutes, regulations, standards, and requirements of the Department and that there is no loss of indemnification as described in paragraph 17.

21. Notice

If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving it, directed to the intended recipient with sufficient postage prepaid, certified mail, addressed as follows:

To the Department: Chief Israel "Buddy" Silva, Jr.
Director, Hidalgo County Juvenile Department
3100 S. Hwy. 281
P.O. Box 267
Edinburg, Texas 78540-0267

To SWK: Dr. Juan J. Sánchez
Presidente/CEO
Southwest Key Programs, Inc.
3000 South IH-35, Ste. 410
Austin, TX 78704

24. Amendments and Waivers

23.1 This Agreement, Addenda and all Exhibits hereto and any instruments or agreement incorporated by reference as if set out fully herein comprise the entire understanding of the parties with respect to the transactions contemplated hereby.

23.2 No prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied with this Agreement.

25. Taxes and Benefits

The Department will not withhold income tax or Social Security tax on behalf of SWK or any of SWK's officers, directors, employees, subcontractors, agents or representatives. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the Department for vacation pay, sick leave, unemployment insurance, workers compensation, retirement benefits, disability benefits, or employee benefits of any kind. SWK will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

26. Incurring Financial Obligation

SWK will incur no financial obligation on behalf of the Department without prior written approval of the Department. SWK will be responsible for all personal and professional expenses, including, but not limited to membership fees, dues and expenses of attending conventions and meetings.

27. Fees to SWK

The sole source of compensation to SWK under this Agreement will be the compensation paid by the Department to SWK in accordance with the terms and provisions of Exhibit A and reimbursement applied for and received from the National School Lunch Program in accordance with paragraph 1.2 above. SWK will neither bill nor collect fees for services from students, student's parents, or legal guardians of students attending the JJAEP.

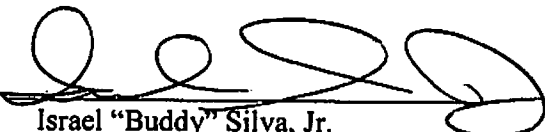
28. Miscellaneous


- 28.1** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.
- 28.2** No changes to this Agreement shall be made except under written agreement of both parties. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver hereof. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- 28.3** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.
- 28.4** The defined terms used herein are for convenience only and do not limit the contents of this Agreement.
- 28.5** All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.
- 28.6** The execution and performance of this Agreement by the Department and SWK have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of SWK and the Department in accordance with its terms.
- 28.7** Notwithstanding anything to the contrary contained elsewhere herein, the Department and SWK hereby covenant and agree as follows:
- .1** The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas and shall be performable in Hidalgo County, Texas.
 - .2** The compensation to be paid to SWK by the Department is reasonable considering the amounts charged by others in the same or similar geographic area for similar services.

SIGNED AND EXECUTED THIS 2nd day of August, 2007.


**HIDALGO COUNTY JUVENILE
PROBATION DEPARTMENT**

SOUTHWEST KEY PROGRAMS, INC.
A Texas Non-Profit Corporation

By: 
Israel "Buddy" Silva, Jr.
Director and Chief Juvenile
Probation Officer

By: 
Dr. Juan J. Sánchez
Presidente/CEO

**HIDALGO COUNTY JUVENILE
BOARD**

By: 
Hon. Mario E. Ramirez, Jr.
332nd District Court
Juvenile Department Overseer

SCHEDULE A

<u>No. of Students</u>	<u>Fees</u>
0-24	\$34,128.00
25-35	\$49,770.00
36-41	\$58,302.00
42-47	\$66,834.00
48-53	\$75,366.00
54-59	\$83,898.00
60-65	\$92,430.00
66-71	\$100,962.00
72-77	\$109,494.00
78-83	\$118,026.00
84-89	\$126,558.00
90-95	\$135,090.00
96-101	\$143,622.00
102-107	\$152,154.00
108-113	\$160,686.00
114-119	\$169,218.00
120-125	\$177,750.00

AI-6189
PURCHASE CLAIM
CC REGULAR

17.A.

Date: 10/30/2007
Submitted By: Rachel Segura, COUNTY COURT #4
Submitted For: JUDGE FRED GARZA, JR.
Department: COUNTY COURT #4

Information

CAPTION

Presentation by for discussion, consideration, acceptance and approval of a claim/invoices and after County Auditor has completed processing procedures (review & audit) with authority for County Treasurer to issue payment for the items as attached hereto:

1. County Court @ Law #4 is requesting a reimbursement for Ms. Aida Ramirez in the amount of \$181.26 for items/supplies that were purchased to paint the courtroom without a purchase order.

BACKGROUND

Carpet and tile were being installed into the courtroom, for which CC#4 had a P.O. Benches were taken out of the courtroom during the floor replacement and CC#4 felt walls looked very dingy. Items were purchased immediately to avoid the maintenance personnel having to come back and remove and re-install the benches at a later date.

Fiscal Impact

Attachments

Link: [CCL4 Claim](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 09:44 AM	APRV
2	Court Administrator	Monica Badillo	10/25/2007 08:47 AM	APRV
3	Purchasing Department	Marty Salazar	10/25/2007 10:44 AM	APRV
4	Auditor's Office		10/26/2007 05:11 PM	NEW

Form Started By: Rachel Segura
Started On: 10/23/2007 03:42 PM

Final Approval Date: 10/26/2007

FEDERICO (FRED) GARZA, JR.

JUDGE, COUNTY COURT AT LAW NO. 4
HIDALGO COUNTY COURTHOUSE
100 N. Closner
EDINBURG, TEXAS 78539
(956) 318-2390

Aida Ramirez
COURT COORDINATOR

Rachael Segura
ASST. COURT COORDINATOR

Genie L. Smith
OFFICIAL COURT REPORTER

Hector Diaz
OFFICIAL BAILIFF / INTERPRETER



October 9, 2007

Ms. Marty Salazar
Hidalgo County Purchasing Agent
2802 S. Closner Blvd.
Edinburg, Texas 78539

Dear Ms. Salazar:

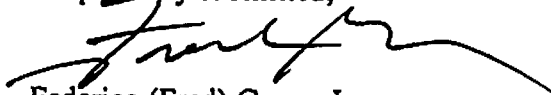
I am hereby requesting reimbursement for supplies that were purchased on September 19, 20 and 21, 2007 by my court administrator, Aida Ramirez. These supplies were purchased because we were installing new carpet and new tile in our courtroom. Since the benches were removed by our maintenance personnel the walls were painted as well. This was done to avoid maintenance personnel having to come back and removing the benches and installing them again at a later date. We did not request a P.O. as required by your department, for the purchase of paint and supplies because we were not planning on redoing our courtroom walls.

Once the benches were taken out the walls looked very dingy and did not look very professional with the new carpet and tile. We were very pressed for time and the work had to be completed within 72 hours because we needed to finish the courtroom to resume with our court docket.

The total amount of reimbursement that is owed to my court administrator, Aida Ramirez is \$181.26. The supplies that were purchased were six gallons of paint, and three classic roller kits. Copies of said receipts are herewith enclosed. The original receipts will be submitted to the auditor's office upon your approval.

Please reimburse said amount from account number 7-1100-412-00-024-001-0-671. If you have any questions or need additional information please, call the undersigned. Thank you for your prompt attention in this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Fred Garza, Jr.', with a long horizontal flourish extending to the right.

Federico (Fred) Garza, Jr.
County Court at Law No. 4



SHERWIN-WILLIAMS.

EDINBURG Store 7057

2223 S US HIGHWAY 281

EDINBURG TX 78539

(958)383-3101

Fax (956) 383-0233

www.sherwin-williams.com

SALE
Tran # 3177-4
E20/10541
ESTEVAN

3:55pm
09/19/07
10

AIDA RAMIREZ
Account 1
Job # D.I.Y.

Bill To:
AIDA RAMIREZ

6403-50500 GALLON Y10T154
C-ACNTS LTX FL ULT
1.00 @ 40.49 40.49

Color: SW7709 COPPER POT

BAC Blend-a-Color 02 32 64 128

V1 White 2 5 1 1

.. Raw UMBER 2 4 1 1

R2 Maroon - 28 - 1

Y3 Deep Gold 6 25 - 1

Sher-Color Formula

6405-12802 GALLON A21W51
STYLEPERE FL EXTRA
*Sale Price 4.00 @ 19.49 77.96

Color: SW7677 GOLD VESSEL

BAC Blend-a-Color 02 32 64 128

R2 Maroon 5 1 1

Y3 Deep Gold 2 47 - 1

Sher-Color Formula

Order # OE004475707057

SUBTOTAL 118.45
8.250% SALES TAX:1-447853900 9.77
MASTERCARD -128.22
C/C# XXXX-XXXX-XXXX-9930
Auth # 237323
TOTAL \$128.22

Customer Signature

Date

Thank You
receipt required for refund



SHERWIN-WILLIAMS.

URG Store 7057

2223 S US HIGHWAY 281
EDINBURG, TX 78539

(956) 383-3101

Fax (956) 383-3133

www.sherwin-williams.com

SALE
Tran # 3249-1
E21/10541
MARCO

3:13pm
09/20/07
10

D.I.Y.
Account 1
Job: D.I.Y.

Bill To:
D.I.Y.

180-3345 10334590 EACH		
CLASSIC ROLLER KIT		
*Sale Price	5.00 @ 6.69	20.07
	Discount (X10.00)	-2.01
<hr/>		
SUBTOTAL		18.06
8.250% SALES TAX: 1-447853900		1.49
CASH TENDERED		-20.00
CHANGE DUE		0.45
TOTAL		\$19.55

----- Thank You -----
receipt required for refund



10541/32491-09-20-2007

Customer Copy



SHERWIN-WILLIAMS.

EDINBURG Store 7057

2223 S US HIGHWAY 281

EDINBURG TX 78539

(956)383-3101

Fax (956) 383-0233

www.sherwin-williams.com

SALE
Tran # 3279-8
E14/10541
RAFAEL

8:47am
09/21/07
10

Order # 0504483807057

Account 9315-3478-1

Job 10 CASA LINDA HOMES

Bill To:
GUERRA+RENE
PO BOX 992
LA BLANCA, TX 78558
(956)316-1669

6403-50500 GALLON Y10T154
C-ACNTS LTX FL ULT
1 00 1 30.94 30.94

Color: SW765 COPPER POT

BAC Blend-a-Color 02 32 64 128

V1 White	5	-	1
N1 Raw Umber	4	1	1
R2 Maroon	28	-	1
Y3 Deep Gold	16	25	1

Star-Color Formula

SUBTOTAL	30.94
8.250% SALES TAX:1-447853900	2.55
MASTERCARD	-33.49
C/C# XXXX-XXXX-XXXX-9980	
Auth # 627267	
TOTAL	\$33.49

Customer Signature _____ Date _____

Thank You
receipt required for refund



10541/32798-09-21-2007

Customer Copy

AI-6195
457 Plan Withdrawal
CC REGULAR

18.A.

Date: 10/30/2007
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 #129488 due to hardship

BACKGROUND

Fiscal Impact

Attachments

Link: [hardship request](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 09:37 AM	APRV
2	Purchasing Department	Marty Salazar	10/24/2007 12:30 PM	APRV
3	Auditor's Office	Becky Morales	10/26/2007 04:21 PM	APRV
4	Court Administrator (Originator)	Monica Badillo	10/26/2007 04:26 PM	APRV

Form Started By: Monica Badillo
Started On: 10/23/2007 04:21 PM
Final Approval Date: 10/26/2007

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Plan

Participant Name NORMA KALITA

Address 329 DOVE

Social Security No. [REDACTED] Daytime Phone No. [REDACTED]

SECTION I - Hardship
I understand that a withdrawal of any other available contribution 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 \$ 772.91 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 Norma Kalita Date 10/22/07

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-6283
Salary Sweep
CC REGULAR

18.B.

Date: 10/30/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Requesting authorization and approval to transfer General Fund lapse salaries & related fringe benefits from various departments to the County Wide Administration Contingency account. Note: Sweep includes salaries, FICA and retirement

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/26/2007 02:44 PM	APRV
2	Dale Kennan	Dale Kennan	10/26/2007 04:32 PM	APRV
3	Budget & Management		10/26/2007 05:11 PM	NEW
Form Started By: Damaris San Miguel			Started On: 10/26/2007 12:01 PM	
Final Approval Date: 10/26/2007				

AI-6199
Intra-Dept Transfers
CC REGULAR

18.C.

Date: 10/30/2007
Submitted By: Yolanda Orozco, FIRE MARSHAL
Submitted For: Victor Fonseca, Jr.
Department: FIRE MARSHAL
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from various fire departments to Alton Fire Department in the amount of \$ 14,000.00 (1100) and to Palmview Fire Department in the amount of \$10,000.00 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-422-20-300-XXX-0-841
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-422-20-300-005-0-841-->7-1100-422-20-300-003-0-841 \$10,000.00; Available balance as of 10/24/2007 \$26,765.00.

7-1100-422-20-300-009-0-841-->7-1100-422-20-300-003-0-841 \$4,000.00; Available balance as of 10/24/2007 \$25,550.00.

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-422-20-300-XXX-0-841
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-422-20-300-014-0-841-->7-1100-422-20-300-016-0-841 \$10,000.00; Available balance as of 10/24/2007 \$35,665.00.

Attachments

Link: [2007 inter-dept](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 09:41 AM	APRV
2	Andres Castro	Andres Castro	10/24/2007 01:26 PM	APRV
3	Purchasing Department	Moises Salazar	10/25/2007 06:27 AM	APRV
4	Auditor's Office	Becky Morales	10/26/2007 04:20 PM	APRV
5	Court Administrator	Monica Badillo	10/26/2007 04:26 PM	APRV

Form Started By: Yolanda Orozco

Started On: 10/24/2007 09:19
AM

Final Approval Date: 10/26/2007

AI-6276

18.F.

2007-Interfund for Capital Outlay-Pct 3-Sheriff's Substation (1301)

CC REGULAR

Date: 10/30/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Capital Outlay Fund (1301)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interfund transfer from County Wide Administration - Contingency (1100) to Capital Outlay - Pct 3 - Sheriff's Substation (1301) in the amount of \$10,000.00.

BACKGROUND

To correct AI-6128 (approved CC 10/23/07) which was overstated by \$10,000.00; amount should have been \$556,917.44 (not \$566,917.44).

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1XXX-4XX-00-XXX-0XX-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899 --> 7-1301-423-00-280-039-0-719 \$10,000.00. I was not able to determine the available balance in the Countywide Administration Contingency Acct due to SAGE Acct system being down as of 10-26-07 at 1:10 p.m. (IC 10-26-07).

Attachments

Link: [2007 Interfund](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/26/2007 11:45 AM	APRV
2	Ivan Cantu	Ivan Cantu	10/26/2007 01:10 PM	APRV
3	Purchasing Department	Marty Salazar	10/26/2007 02:25 PM	APRV
4	Auditor's Office	Becky Morales	10/26/2007 04:28 PM	APRV
5	Court Administrator	Monica Badillo	10/26/2007 04:58 PM	APRV
Form Started By: Dale Kennan			Started On: 10/26/2007 09:25 AM	
Final Approval Date: 10/26/2007				

AI-6273
Jury Fees
CC REGULAR

18.G.

Date: 10/30/2007
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Countywide Administration- Contingency to Jury Fees(1100) in the amount of \$100,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-41X-X0-115-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899 --> 7-1100-412-20-115-015-0-832 \$100,000.00
Available balance as of 10/25/07 \$1,958,142.27

Attachments

Link: [Jury Fees](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/26/2007 09:10 AM	APRV
2	Erika Reyna	Erika Reyna	10/26/2007 09:46 AM	APRV
3	Purchasing Department	Marty Salazar	10/26/2007 02:25 PM	APRV
4	Auditor's Office	Becky Morales	10/26/2007 04:30 PM	APRV
5	Court Administrator	Monica Badillo	10/26/2007 04:58 PM	APRV

Form Started By: Veronica Lopez Started On: 10/25/2007 04:58 PM
Final Approval Date: 10/26/2007

AI-6213
Flood Plain Administrator - FEMA Grant
CC REGULAR

18.H.

Date: 10/30/2007
Submitted By: Lora Briones, DRAINAGE DISTRICT
Submitted For: Godfrey Garza
Department: DRAINAGE DISTRICT
Agenda Area: Budget and Management

Information

CAPTION

Flood Plain Administrator:
Approval of Supplemental Agreement #1 to Work Authorization #4 with Tedsi Infrastructure Group for the Mapping Activity Statement #2 (MAS) under FEMA cooperative agreement number EMT-2005-CA-0113 This supplemental will extend the period of service only

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/24/2007 04:56 PM	APRV
2	Purchasing Department	Moises Salazar	10/25/2007 06:39 AM	APRV
3	Auditor's Office		10/26/2007 05:11 PM	PEND

Form Started By: Lora Briones
Started On: 10/24/2007 12:43 PM
Final Approval Date: 10/26/2007
