

**AI-6347****7.A.****Salary Adj.****CC REGULAR****Date:** 11/06/2007**Submitted By:** Estella Webber, URBAN COUNTY**Department:** URBAN COUNTY**Agenda Area:** Urban County

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**Information****CAPTION**

1. Discussion, consideration and approval to decrease the budgeted salary for (1) one permanent full-time Comp. Div. Manager position, slot 250-001-0002 from \$62,068.00 to \$44,068.00.
2. Discussion, consideration, and approval to adjust the budgeted salaries for the following positions due to additional duties (see attached additional duties documentation), effective next full pay period 11/12/07.

| Slot #                      | Position               | From        | To          | Adjustment    |
|-----------------------------|------------------------|-------------|-------------|---------------|
| <b>Program 001- CDBG</b>    |                        |             |             |               |
| 0002                        | Comp. Div. Mngr.       | \$62,068.00 | \$44,068.00 | (\$18,000.00) |
| 0008                        | Sr. Accountant         | \$41,451.00 | \$51,451.00 | \$10,000.00   |
| 0015                        | H.R. Coordinator       | \$37,729.00 | \$41,729.00 | \$4,000.00    |
| 0016                        | Jr. Accountant         | \$34,862.00 | \$38,862.00 | \$4,000.00    |
| <b>Program 004- Colonia</b> |                        |             |             |               |
| 0002                        | Administrative Tech II | \$30,329    | \$32,829.00 | \$2,500.00    |

3. Approval of revised salary schedules

**BACKGROUND**

The Urban County Program Finance Manager recently accepted a position with a local school district. In light of continued budget cuts to the Community Development Block Grant Program and operational changes related to compliance with County of Hidalgo policies, I am recommending that the position remain vacant. In the interest of saving funds, I am recommending that the duties be assigned as additional duties to existing staff.

Additionally, an adjustment is also recommended for Slot # 0002 (State Colonia Programs) for additional duties out of the State of Texas funding realm. The additional duties are related to the implementation of the U.S. Department of HUD Emergency Grant Program (ESG), which requires compliance with federal regulations.

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**Fiscal Impact****FISCAL YEAR:** 2006**ACCT. #:** 7-1288-463-00-250-001-6-XXX**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available funding to increase the budgeted salary for slots 250-001-0008, -0015, -0016 through decrease of slot 250-001-0002.

**FISCAL YEAR:** 2006**ACCT. #:** 7-1288-463-00-250-004-6-XXX**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available funding for slot 250-004-0002 provided from the State of Texas grant funding.

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**Attachments**

Link: [Salary Adj.](#)

Link: [CDBG Revised Salary Schedule](#)

Link: [Colonia Revised Salary Schedule](#)

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By  | Date                            | Status |
|---------------------------------|---------------------|--------------|---------------------------------|--------|
| 1                               | Budget & Management | Dina Trevino | 10/31/2007 04:25 PM             | APRV   |
| 2                               | Rosalinda Cantu     | Rosie Cantu  | 11/02/2007 11:43 AM             | APRV   |
| 3                               | Dina Trevino        | Dina Trevino | 11/02/2007 02:36 PM             | APRV   |
| 4                               | Human Resources     |              | 11/02/2007 04:02 PM             | NEW    |
| Form Started By: Estella Webber |                     |              | Started On: 10/31/2007 02:18 PM |        |
| Final Approval Date: 11/02/2007 |                     |              |                                 |        |

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# **Attachment to Agenda – November 6, 2007**

## **Additional Duties**

### **SENIOR ACCOUNTANT**

Supervise Finance Division  
Conduct Final Review of Accounts Payable  
Approval IDIS (HUD Finance System) Drawdowns (Request for funds)  
Prepare Expenditure Reports  
Prepare Monthly Financial Statements for CDBG, HOME, ESG, Colonia Programs  
Prepare Federal Cash Transaction Reports (HUD Required Reports)  
Conduct Year End Closing Procedures  
Prepare Administrative Budgets  
Provide Year End Audit Information for CDBG, HOME, ESG, Colonia Programs

### **JUNIOR ACCOUNTANT**

Assist Senior Accountant  
Post Manual Receipts  
Prepare Bank Reconciliation  
Post Weekly IDIS Drawdown  
Prepare Deposit Slips  
File All Financial Documents

### **HR. COORDINATOR**

Assist Senior Accountant  
Prepare Retirement Allocation Reports  
Create Accounts Payable and Payroll Drawdowns  
Prepare Vendor 1099s  
Post General Ledger Journal Entries  
Assist Junior Account with Reconciling Fixed Assets

### **ADMINISTRATIVE TECHNICIAN II**

Implement Emergency Shelter Grant (ESG) Program  
Prepare and recommend approval of project eligibility and environmental review documents  
Provide technical assistance to emergency shelter providers regarding Emergency Shelter Grant (ESG)  
Chart project progress and ESG program compliance  
Review and recommend project payment in compliance with federal regulations

**HIDALGO COUNTY  
COMMISSIONER COURT  
2007 SALARY SCHEDULE**

**1288-463-00-250-001-6  
URBAN COUNTY - CDBG**

**AI-6347**

| 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         | 112        | DIRECTOR                | \$0.00               | \$94,685.00          | \$94,685.00         | 0.03         | \$2,841.00         | \$0.00                   | \$97,526.00                   | \$97,526.00         | \$0.00           | \$0.00        | \$0.00        | \$8,000.00         | \$0.00        | \$105,526.00                   |
|              |            |                         |                      |                      |                     |              |                    | s/b (\$18,000.00)        | s/b (\$44,068.00)             |                     |                  |               |               |                    |               |                                |
| <b>0002</b>  | <b>113</b> | <b>COMP. DIV.MNGR.</b>  | <b>\$60,260.00</b>   | <b>\$0.00</b>        | <b>\$60,260.00</b>  | <b>0.03</b>  | <b>\$1,808.00</b>  | <del><b>\$0.00</b></del> | <del><b>\$62,068.00</b></del> | <b>\$0.00</b>       | <b>\$0.00</b>    | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b>      | <b>\$0.00</b> | <b>\$0.00</b>                  |
| 0003         | 113        | COMP. DIV. MNGR.        | \$53,808.00          | \$0.00               | \$53,808.00         | 0.03         | \$1,614.00         | \$0.00                   | \$55,422.00                   | \$55,422.00         | \$0.00           | \$0.00        | \$0.00        | \$2,400.00         | \$0.00        | \$57,822.00                    |
| 0004         | 113        | DEPUTY DIRECTOR         | \$0.00               | \$50,192.00          | \$50,192.00         | 0.03         | \$1,506.00         | \$0.00                   | \$51,698.00                   | \$51,698.00         | \$0.00           | \$0.00        | \$0.00        | \$4,050.00         | \$0.00        | \$55,748.00                    |
| 0005         | 113        | CONT./PROC. SPECIALIST  | \$48,332.00          | \$0.00               | \$48,332.00         | 0.03         | \$1,450.00         | \$0.00                   | \$49,782.00                   | \$0.00              | \$0.00           | \$0.00        | \$0.00        | \$0.00             | \$0.00        | \$0.00                         |
| 0006         | 113        | MONITOR                 | \$42,898.00          | \$0.00               | \$42,898.00         | 0.03         | \$1,287.00         | \$0.00                   | \$44,185.00                   | \$44,185.00         | \$0.00           | \$0.00        | \$0.00        | \$0.00             | \$0.00        | \$44,185.00                    |
| 0007         | 113        | COMPLIANCE MONITOR      | \$42,898.00          | \$0.00               | \$42,898.00         | 0.03         | \$1,287.00         | \$0.00                   | \$44,185.00                   | \$44,185.00         | \$0.00           | \$0.00        | \$0.00        | \$0.00             | \$0.00        | \$44,185.00                    |
|              |            |                         |                      |                      |                     |              |                    | s/b \$10,000.00          | s/b \$51,451.00               |                     |                  |               |               |                    |               |                                |
| <b>0008</b>  | <b>113</b> | <b>SR. ACCOUNTANT</b>   | <b>\$40,244.00</b>   | <b>\$0.00</b>        | <b>\$40,244.00</b>  | <b>0.03</b>  | <b>\$1,207.00</b>  | <del><b>\$0.00</b></del> | <del><b>\$41,451.00</b></del> | <b>\$41,451.00</b>  | <b>\$0.00</b>    | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b>      | <b>\$0.00</b> | <b>\$41,451.00</b>             |
| 0009         | 113        | CDBG COORDINATOR        | \$38,332.00          | \$0.00               | \$38,332.00         | 0.045        | \$1,725.00         | \$0.00                   | \$40,057.00                   | \$40,057.00         | \$0.00           | \$0.00        | \$0.00        | \$0.00             | \$0.00        | \$40,057.00                    |
| 0010         | 113        | CDBG CORRINATOR         | \$38,332.00          | \$0.00               | \$38,332.00         | 0.045        | \$1,725.00         | \$0.00                   | \$40,057.00                   | \$36,575.00         | \$0.00           | \$0.00        | \$0.00        | \$0.00             | \$0.00        | \$36,575.00                    |
| 0011         | 113        | CDBG COORDINATOR        | \$38,332.00          | \$0.00               | \$38,332.00         | 0.045        | \$1,725.00         | \$0.00                   | \$40,057.00                   | \$33,649.28         | \$0.00           | \$0.00        | \$0.00        | \$0.00             | \$0.00        | \$33,649.28                    |
| 0012         | 113        | MONITOR                 | \$38,083.00          | \$0.00               | \$38,083.00         | 0.045        | \$1,714.00         | \$0.00                   | \$39,797.00                   | \$33,649.28         | \$0.00           | \$0.00        | \$0.00        | \$0.00             | \$0.00        | \$33,649.28                    |
| 0013         | 113        | MONITOR                 | \$36,240.00          | \$0.00               | \$36,240.00         | 0.045        | \$1,631.00         | \$0.00                   | \$37,871.00                   | \$37,871.00         | \$0.00           | \$0.00        | \$0.00        | \$0.00             | \$0.00        | \$37,871.00                    |
| 0014         | 113        | CDBG COORDINATOR        | \$36,127.00          | \$0.00               | \$36,127.00         | 0.045        | \$1,626.00         | \$0.00                   | \$37,753.00                   | \$37,753.00         | \$0.00           | \$0.00        | \$0.00        | \$0.00             | \$0.00        | \$37,753.00                    |
|              |            |                         |                      |                      |                     |              |                    | s/b \$4,000.00           | \$41,729.00                   |                     |                  |               |               |                    |               |                                |
| <b>0015</b>  | <b>113</b> | <b>H.R. COORDINATOR</b> | <b>\$36,104.00</b>   | <b>\$0.00</b>        | <b>\$36,104.00</b>  | <b>0.045</b> | <b>\$1,625.00</b>  | <del><b>\$0.00</b></del> | <del><b>\$37,729.00</b></del> | <b>\$37,730.00</b>  | <b>\$0.00</b>    | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b>      | <b>\$0.00</b> | <b>\$37,730.00</b>             |
|              |            |                         |                      |                      |                     |              |                    | s/b \$4,000.00           | s/b \$38,862.00               |                     |                  |               |               |                    |               |                                |
| <b>0016</b>  | <b>113</b> | <b>JR. ACCOUNTANT</b>   | <b>\$33,361.00</b>   | <b>\$0.00</b>        | <b>\$33,361.00</b>  | <b>0.045</b> | <b>\$1,501.00</b>  | <del><b>\$0.00</b></del> | <del><b>\$34,862.00</b></del> | <b>\$34,861.00</b>  | <b>\$0.00</b>    | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b>      | <b>\$0.00</b> | <b>\$34,861.00</b>             |
| 0017         | 113        | PROG. & COMP. ANALYST   | \$33,568.08          | \$0.00               | \$33,568.08         | 0.03         | \$1,007.04         | \$0.00                   | \$34,575.12                   | \$0.00              | \$0.00           | \$0.00        | \$0.00        | \$0.00             | \$0.00        | \$0.00                         |
| 0018         | 113        | EXECUTIVE ASSISTANT     | \$30,166.00          | \$0.00               | \$30,166.00         | 0.045        | \$1,357.00         | \$0.00                   | \$31,523.00                   | \$31,523.00         | \$0.00           | \$0.00        | \$0.00        | \$0.00             | \$0.00        | \$31,523.00                    |
| 0019         | 113        | JR. ACCOUNTANT          | \$25,255.65          | \$0.00               | \$25,255.65         | 0.03         | \$757.67           | \$0.00                   | \$26,013.32                   | \$0.00              | \$0.00           | \$0.00        | \$0.00        | \$0.00             | \$0.00        | \$0.00                         |
| 0020         | 113        | CLERK/RECEPTIONIST      | \$22,383.00          | \$0.00               | \$22,383.00         | 0.0675       | \$1,511.00         | \$5,469.00               | \$29,363.00                   | \$20,308.66         | \$0.00           | \$0.00        | \$0.00        | \$0.00             | \$0.00        | \$20,308.66                    |
| 0021         | 114        | CUSTODIAN               | \$9,032.00           | \$0.00               | \$9,032.00          | 0.0675       | \$610.00           | \$0.00                   | \$9,642.00                    | \$9,641.00          | \$0.00           | \$0.00        | \$0.00        | \$0.00             | \$0.00        | \$9,641.00                     |
| <b>Total</b> |            |                         | <b>\$703,755.73</b>  | <b>\$144,877.00</b>  | <b>\$848,632.73</b> |              | <b>\$31,514.71</b> | <b>\$5,469.00</b>        | <b>\$927,345.44</b>           | <b>\$688,085.22</b> | <b>\$0.00</b>    | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$14,450.00</b> | <b>\$0.00</b> | <b>\$702,535.22</b>            |

**Salary Adjustments for slots 250-001-002, -0008, -0015, -0016 pending CC approval.**

**HIDALGO COUNTY  
COMMISSIONER COURT  
2007 SALARY SCHEDULE**

**1288-463-00-250-004-6  
URBAN COUNTY - COLONIA**

**AI-6347**

| 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      | COORDINATOR    | \$46,930.00          | \$0.00               | \$46,930.00      | 0.03   | \$1,408.00      | \$0.00             | \$48,338.00                   | \$48,338.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$48,338.00                    |
|              |          |                |                      |                      |                  |        |                 | s/b \$2,500.00     | s/b \$32,829.00               |                    |                  |               |              |             |              |                                |
| 0002         | 113      | ADMIN. TECH II | \$28,411.00          | \$0.00               | \$28,411.00      | 0.0675 | \$1,918.00      | <del>-\$0.00</del> | <del>-\$30,329.00</del>       | \$30,329.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$30,329.00                    |
| <b>Total</b> |          |                | \$75,341.00          | \$0.00               | \$75,341.00      |        | \$3,326.00      | \$2,500.00         | \$81,167.00                   | \$78,667.00        | \$0.00           | \$0.00        | \$0.00       | \$0.00      | \$0.00       | \$78,667.00                    |

**Salary adjustment for slot 250-004-0002 pending CC approval.**

**AI-6348**

**7.B.**

**Materials Testing Svcs - Palmview  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

**Agenda Area:** Urban County

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**Information**

**CAPTION**

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for a professional service for Materials Testing Services in connection with Hidalgo County Urban County Program Precinct No. 3 (Palmview) from Program Year 19 (2006) & 20 (2007) for a Street Improvements Project in the City of Palmview.
2. Presentation of the scoring grid (of at least three (3) Materials Testing engineering firms from the County's approved "pool" as graded and evaluated by the City of Palmview) for the purposes of ranking by Commissioners' Court in connection with an Urban County Program Street Improvements project in the City of Palmview.
3. Authority to negotiate a professional services contract with the No. 1 ranked firm of \_\_\_\_\_ for the provision of Materials Testing Services for a City of Palmview Street Improvements project.

**BACKGROUND**

The City of Palmview has graded three testing firms from the County's approved "pool". Raba-Kistner Consultants, Drash Consulting and Millenium Engineers, were rated for the 2006 & 2007 Park Drive & Community Access Road street improvement project in the City of Palmview. Recaptured funds are administered by Precinct No. 3. See attached Grading-Ranking Grid for your review.

Funds Available: \$ 7,680.47 Yr 19 (2006) Pct 3 Street Improvements (recaptured funds)

\$172,701.00 Yr 20 (2007) Pct 3 Street Improvements (recaptured funds)

\$180,381.47 TOTAL

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**Fiscal Impact**

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**Attachments**

Link: [Palmview Imp.](#)

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**Form Routing/Status**

Route Seq Inbox

Approved By Date

Status

|   |                                  |                     |                           |
|---|----------------------------------|---------------------|---------------------------|
| 1 | Budget & Management Dina Trevino | 10/31/2007 04:26 PM | APRV                      |
| 2 | Rey Salazar                      | Rey Salazar         | 11/02/2007 01:24 PM NEW-R |

Form Started By: Estella Webber

Started On: 10/31/2007 02:34 PM

Final Approval Date: 11/02/2007

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**City of PALMVIEW**  
**Testing Services**  
**Street Improvements**  
**Year 19 (2006) & Year 20 (2007)**  
**Grading-Ranking Grid**

| <b>Criteria</b>        | <b>Raba-Kistner Consultants</b> |                     |                     | <b>Drash Consulting Engineers</b> |                     |                     | <b>Millenium Engineers</b> |                     |                     |
|------------------------|---------------------------------|---------------------|---------------------|-----------------------------------|---------------------|---------------------|----------------------------|---------------------|---------------------|
|                        | <b>Grader<br/>1</b>             | <b>Grader<br/>2</b> | <b>Grader<br/>3</b> | <b>Grader<br/>1</b>               | <b>Grader<br/>2</b> | <b>Grader<br/>3</b> | <b>Grader<br/>1</b>        | <b>Grader<br/>2</b> | <b>Grader<br/>3</b> |
| Experience             | 55                              | 55                  |                     | 45                                | 45                  |                     | 40                         | 45                  |                     |
| Work<br>Performance    | 25                              | 25                  |                     | 25                                | 25                  |                     | 25                         | 25                  |                     |
| Capacity to<br>Perform | 15                              | 15                  |                     | 15                                | 15                  |                     | 15                         | 15                  |                     |
| Affirmative<br>Action  | 5                               | 5                   |                     | 5                                 | 5                   |                     | 5                          | 5                   |                     |
| <b>TOTALS</b>          | <b>100</b>                      | <b>100</b>          |                     | <b>90</b>                         | <b>90</b>           |                     | <b>85</b>                  | <b>90</b>           |                     |
| <b>AVERAGES</b>        | <b>200÷2=100</b>                |                     |                     | <b>180÷2=90</b>                   |                     |                     | <b>175÷2=87.5</b>          |                     |                     |
| <b>RANKING</b>         | <b>1</b>                        |                     |                     | <b>2</b>                          |                     |                     | <b>3</b>                   |                     |                     |

Grader #1      C. Robert Barrera

Grader #2      Johnn Alaniz

**AI-6384**

**8.A.**

**TX Parks and Wildlife  
CC REGULAR**

**Date:** 11/13/2007

**Submitted By:** Roxanne De La Garza, COUNTY JUDGE

**Department:** COUNTY JUDGE

**Agenda Area:** County Judge's Office

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**Information**

**CAPTION**

Discussion, consideration, and approval for County Judge (or designee) to sign the National Recreational Trails Grant agreement entered between Hidalgo County and the Texas Parks & Wildlife Department.

**BACKGROUND**

The acceptance of grant award, appropriation of grant funds, and interfund transfer (cash match) was approved on 10-30-07, AI 6282. Acct #7-1287-452-00-110-071-0-XXX.

As per legal counsel, AI 6282 did not include the approval for the County Judge to sign the agreement.

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**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 \$127,266.70 was approved on 10-30-07, AI 6282.

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**Attachments**

Link: [Parks and Wildlife](#)

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**Form Routing/Status**

| <b>Route Seq</b>                     | <b>Inbox</b>        | <b>Approved By</b>              | <b>Date</b>         | <b>Status</b> |
|--------------------------------------|---------------------|---------------------------------|---------------------|---------------|
| 1                                    | Budget & Management | Dina Trevino                    | 11/01/2007 04:29 PM | APRV          |
| 2                                    | Ivan Cantu          | Ivan Cantu                      | 11/02/2007 08:06 AM | APRV          |
| 3                                    | Dina Trevino        |                                 | 11/02/2007 04:02 PM | NEW           |
| Form Started By: Roxanne De La Garza |                     | Started On: 11/01/2007 03:57 PM |                     |               |
| Final Approval Date: 11/02/2007      |                     |                                 |                     |               |

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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 included 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: \_\_\_\_\_

approval of the (title)

AI-6342

9.A.

**Deletion/creation of positions and budgeted salary adjustment  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Rachel Cavazos, CONSTABLE PCT. #3

**Submitted For:** Larry Gallardo

**Department:** CONSTABLE PCT. #3

---

**Information**

**CAPTION**

1. Discussion, consideration, and approval to delete one (1) vacant permanent full-time Secretary position, slot no. 293-001-0011.
2. Approval to create one (1) permanent full-time Clerk position, slot no. 293-001-0014 and set salary at \$21,800 per year.
3. Approval to increase the budgeted salary for one (1) Administrative Assistant position, slot 293-001-0012 from \$26,688 to \$31,576 per year due to additional duties. Adjustment to become effective next full pay period starting 11-12-2007.
4. Approval of revised salary schedule.

**BACKGROUND**

No budgetary impact.

---

**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1100-421-00-293-001-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No budgetary impact. Increase for slot 293-001-0012 will be funded from difference of deletion of vacant Secretary position, slot 293-001-0011 and creation of new Clerk position, slot no. 293-001-0014.

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**Attachments**

Link: [Additional Duties- Admin  
Asst](#)

Link: [Revised Salary Schedule](#)

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**Form Routing/Status**

| Route | Seq | Inbox               | Approved By    | Date                | Status |
|-------|-----|---------------------|----------------|---------------------|--------|
| 1     |     | Budget & Management | Dina Trevino   | 10/31/2007 04:19 PM | APRV   |
| 2     |     | Rosalinda Cantu     | Rosie Cantu    | 11/02/2007 09:47 AM | APRV   |
| 3     |     | Dina Trevino        | Dina Trevino   | 11/02/2007 02:00 PM | APRV   |
| 4     |     | Dale Kennan         | Dale Kennan    | 11/02/2007 02:29 PM | APRV   |
| 5     |     | Human Resources     | Monica Badillo | 11/02/2007 03:00 PM | APRV   |
| 6     |     | Rosalinda Cantu     | Rosie Cantu    | 11/02/2007 03:49 PM | APRV   |

7 Human Resources

11/02/2007 04:02 PM NEW

Form Started By: Rachel Cavazos

Started On: 10/31/2007 01:35  
PM

Final Approval Date: 11/02/2007

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## HIDALGO COUNTY CONSTABLE PRECINCT 3

### Administrative Assistant - *Additional Duties*

Duties in addition to current job description and are not limited to the following:

Have a thorough knowledge of all County of Hidalgo policies and procedures to include the areas of purchasing, risk management, and auditing.

Performs as an office manager and responsible for its efficient and safe operation.

Prepares and maintains all documentation for civil and criminal process, arrest warrants, and tax warrants.

Prepares purchasing forms, orders and keeps current inventory of all supplies.

Will oversee all departmental travel arrangements and advance request for training and their final travel reports.

Establishes and maintains manual and/or computerized office files and recorded; will be responsible for sensitive and confidential files.

Collects all services fees, issue official county receipts for all incoming monies. Makes reports of all fines and/or fees collected the Constable's Office.

Maintains and prepares weekly and monthly reports as required by the County Treasurer's and Auditor's Office.

Will assist the Constable in writing grants, maintaining grant records, and submit required reports to grantor.

Will maintain all statistical information on truancy and illegal dumping programs.

Reviews incoming documents for assignments, make files and file in proper folder, make entry of all documentation issued in each case onto a daily log, make cover sheet and file.

Will oversee all department timekeeping functions, to include time sheets, comp-time records, and annual leave.

Will keep records of all inter-local agreements with all other governmental entities.

2007 NOV 1 AM 9 23

BUDGET OFFICE  
HIDALGO COUNTY

**HIDALGO COUNTY  
COMMISSIONER COURT  
2007 SALARY SCHEDULE**

**1100-421-00-293-001-0  
CONSTABLE PCT.3**

**AI-6342**

| 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         | 111        | CONSTABLE                                     | \$50,000.00          | \$2,250.00           | \$52,250.00        | 0             | \$0.00            | \$0.00                   | \$52,250.00                   | \$52,250.00        | \$0.00           | \$0.00        | \$1,200.00    | \$8,000.00    | \$0.00        | \$61,450.00                    |
| 0002         | 113        | CHIEF DEPUTY CONSTABLE STEP II                | \$41,213.00          | \$0.00               | \$41,213.00        | 0.035         | \$1,442.00        | \$0.00                   | \$42,655.00                   | \$42,655.00        | \$660.00         | \$0.00        | \$1,800.00    | \$0.00        | \$0.00        | \$45,115.00                    |
| 0003         | 113        | SR. DEPUTY CONSTABLE STEP II                  | \$37,466.00          | \$0.00               | \$37,466.00        | 0.0349916     | \$1,311.00        | \$0.00                   | \$38,777.00                   | \$38,777.00        | \$480.00         | \$0.00        | \$3,300.00    | \$0.00        | \$0.00        | \$42,557.00                    |
| 0004         | 113        | SR. DEPUTY CONSTABLE STEP II                  | \$37,466.00          | \$0.00               | \$37,466.00        | 0.0349916     | \$1,311.00        | \$0.00                   | \$38,777.00                   | \$38,777.00        | \$480.00         | \$0.00        | \$1,200.00    | \$0.00        | \$0.00        | \$40,457.00                    |
| 0005         | 113        | SR. DEPUTY CONSTABLE STEP II                  | \$37,466.00          | \$0.00               | \$37,466.00        | 0.0349916     | \$1,311.00        | \$0.00                   | \$38,777.00                   | \$38,777.00        | \$480.00         | \$0.00        | \$1,200.00    | \$0.00        | \$0.00        | \$40,457.00                    |
| 0006         | 113        | DEPUTY CONSTABLE STEP II                      | \$34,060.00          | \$0.00               | \$34,060.00        | 0.035         | \$1,192.00        | \$0.00                   | \$35,252.00                   | \$35,252.00        | \$60.00          | \$0.00        | \$1,800.00    | \$0.00        | \$0.00        | \$37,112.00                    |
| 0007         | 113        | DEPUTY CONSTABLE STEP II                      | \$34,060.00          | \$0.00               | \$34,060.00        | 0.035         | \$1,192.00        | \$0.00                   | \$35,252.00                   | \$35,252.00        | \$60.00          | \$0.00        | \$1,200.00    | \$0.00        | \$0.00        | \$36,512.00                    |
| 0008         | 113        | DEPUTY CONSTABLE STEP II                      | \$34,060.00          | \$0.00               | \$34,060.00        | 0.035         | \$1,192.00        | \$0.00                   | \$35,252.00                   | \$35,252.00        | \$60.00          | \$0.00        | \$600.00      | \$0.00        | \$0.00        | \$35,912.00                    |
| 0009         | 113        | DEPUTY CONSTABLE STEP II                      | \$34,060.00          | \$0.00               | \$34,060.00        | 0.035         | \$1,192.00        | \$0.00                   | \$35,252.00                   | \$35,252.00        | \$60.00          | \$0.00        | \$600.00      | \$0.00        | \$0.00        | \$35,912.00                    |
| 0010         | 113        | DEPUTY CONSTABLE STEP I                       | \$37,466.00          | (\$2,214.00)         | \$35,252.00        | 0             | \$0.00            | (\$1,192.00)             | \$34,060.00                   | \$34,060.00        | \$0.00           | \$0.00        | \$1,200.00    | \$0.00        | \$0.00        | \$35,260.00                    |
|              |            | <b>DELETE</b>                                 |                      |                      |                    |               |                   |                          |                               |                    |                  |               |               |               |               |                                |
| <b>0011</b>  | <b>113</b> | <b>SECRETARY</b>                              | <b>\$25,000.00</b>   | <b>\$0.00</b>        | <b>\$25,000.00</b> | <b>0.0675</b> | <b>\$1,688.00</b> | <b>\$0.00</b>            | <b>\$26,688.00</b>            | <b>\$0.00</b>      | <b>\$0.00</b>    | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b>                  |
|              |            |                                               |                      |                      |                    |               |                   | s/b \$4,888.00           | s/b 31,576.00                 |                    |                  |               |               |               |               |                                |
| <b>0012</b>  | <b>113</b> | <b>ADMIN ASSISTANT</b>                        | <b>\$0.00</b>        | <b>\$26,688.00</b>   | <b>\$26,688.00</b> | <b>0</b>      | <b>\$0.00</b>     | <del><b>\$0.00</b></del> | <del><b>\$26,688.00</b></del> | <b>\$26,688.00</b> | <b>\$0.00</b>    | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$26,688.00</b>             |
| 0013         | 113        | DEPUTY CONST./SOLID WASTE ENF. OFFICER STEP I | \$0.00               | \$34,060.00          | \$34,060.00        | 0             | \$0.00            | \$0.00                   | \$34,060.00                   | \$34,060.00        | \$0.00           | \$0.00        | \$1,200.00    | \$0.00        | \$0.00        | \$35,260.00                    |
| <b>0014</b>  | <b>113</b> | <b>CLERK</b>                                  | <b>\$0.00</b>        | <b>\$21,800.00</b>   | <b>\$21,800.00</b> | <b>0</b>      | <b>\$0.00</b>     | <b>\$0.00</b>            | <b>\$21,800.00</b>            | <b>\$0.00</b>      | <b>\$0.00</b>    | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b>                  |
| <b>Total</b> |            |                                               | \$402,317.00         | \$82,584.00          | \$484,901.00       |               | \$11,831.00       | \$3,696.00               | \$473,740.00                  | \$447,052.00       | \$2,340.00       | \$0.00        | \$15,300.00   | \$8,000.00    | \$0.00        | \$472,692.00                   |

**New proposed position, slot 293-001-0014.**

**Proposed Salary Adjustment pending CC approval for slots 293-001-011.**

**AI-6354**

**10.A.**

**Resolution for Waste Water Treatment Plant  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Martha Mena, COMM. PCT. #1

**Submitted For:** Joseph Palacios

**Department:** COMM. PCT. #1

**Agenda Area:** Precinct #1

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**Information**

**CAPTION**

Approval of a Resolution for Hidalgo County Precinct #1 to commence a coordinated effort for a Regionalized Water Plant System for the Elsa, Edcouch, Monte Alto and La Villa areas.

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 10/31/2007 04:28 PM | APRV   |
| 2         | Rey Salazar           | Rey Salazar    | 11/01/2007 09:46 AM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 11/01/2007 03:16 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/01/2007 03:20 PM | APRV   |
| 5         | Dina Trevino          | Dina Trevino   | 11/02/2007 02:37 PM | APRV   |
| 6         | Court Administrator   | Monica Badillo | 11/02/2007 02:42 PM | APRV   |

Form Started By: Martha Mena

Started On: 10/31/2007 02:56  
PM

Final Approval Date: 11/02/2007

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**AI-6382**

**10.B.**

**Reassignment of grant funds to (HCRMA).  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Noe Montez, COMM. PCT. #1

**Submitted For:** Joseph Palacios

**Department:** COMM. PCT. #1

**Agenda Area:** Precinct #1

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**Information**

**CAPTION**

Discussion, consideration, and approval regarding the re-assignment of federal grant awards to the Hidalgo County Regional Mobility Authority (HCRMA). Grant award is in relation to the development of schematics, public involvement, right of way determination and environmental impact studies for the Southeast and Southwest Loop Project currently assigned to the County of Hidalgo by the Texas Department of Transportation.

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

Link: [RMA Letter](#)

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**Form Routing/Status**

| Route Seq                       | Inbox                 | Approved By   | Date                            | Status |
|---------------------------------|-----------------------|---------------|---------------------------------|--------|
| 1                               | Budget & Management   | Dina Trevino  | 11/01/2007 04:27 PM             | APRV   |
| 2                               | Ivan Cantu            | Ivan Cantu    | 11/02/2007 10:28 AM             | APRV   |
| 3                               | Rey Salazar           | Rey Salazar   | 11/02/2007 03:01 PM             | APRV   |
| 4                               | Purchasing Department | Marty Salazar | 11/02/2007 03:26 PM             | APRV   |
| 5                               | Auditor's Office      |               | 11/02/2007 04:02 PM             | NEW    |
| Form Started By: Noe Montez     |                       |               | Started On: 11/01/2007 03:13 PM |        |
| Final Approval Date: 11/02/2007 |                       |               |                                 |        |

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# ***HCRMA***

## **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

Dennis Burtson,  
Chairman

October 30, 2007

Rick Perez  
Vice-Chairman

The Honorable J.D. Salinas  
County Judge  
Hidalgo County  
100 E. Cano St.  
Edinburg, Texas 78539

Ramiro E. Salazar  
Secretary/Treasurer

Dear Judge Salinas:

Joe Olivarez  
Board Member

The Hidalgo County Regional Mobility Authority (the "Authority") is proud to be Hidalgo County's (the "County's") partner in enhancing mobility for the residents, businesses, and visitors to the County.

Ruben D. Plata  
Board Member

Ruben Serna  
Board Member

As you are aware, the Authority is moving forward with its initial project, the Hidalgo County Loop Project (the "Project"). We have engaged a Pass-Through Agent to assist us in this effort and are in the process of developing a financing plan, which includes some of the innovative financing tools available to counties. We are appreciative of the leadership you and the County have taken in this arena, particularly with regard to the vehicle registration fee.

Ricardo Perez  
Board Member

The initial step toward developing the Project is to undertake the preliminary engineering studies of the proposed plan. Such review must be in compliance with the National Environmental Protection Act ("NEPA"). The County has already received a federal allocation of funds for the development of schematics, public involvement, right-of-way determination and environmental impact studies for a portion of the Project. It is the Authority's desire to consolidate these engineering studies for the entire Project. We believe a single study will ultimately not only save limited public dollars, but will also provide a unified, comprehensive result, in the spirit of NEPA best practices.

Accordingly, the Board of Directors of the Authority proposes that the County permit the Texas Department of Transportation to reassign the federal grant awarded to the County for this Project to the Authority. Such assignment would not change the purpose or any restrictions on the funds. The sole difference would be the

Hon. J. D. Salinas

October 30, 2007

Page 2

administration of the funds by the Authority rather than the County. Of course, this difference in administration would permit a single engineering study of the entire Project and avoid piecemealed review.

If the County's federal award is reassigned to the Authority, the Authority will assume responsibility for the local matching dollars required thereunder. However, we request the County's assistance in demonstrating to the Texas Transportation Commission that, as an economically disadvantaged county, local matching requirements should be adjusted under Section 222.053 of the Texas Transportation Code, to reflect effort and ability to meet such requirement.

Thank you for your consideration of this proposal. It is the intention of the Authority to be an honorable steward of the responsibilities with which you have tasked us. Please let me know if you have any questions or require additional information.

Sincerely,



Dennis Burleson  
Chairman, Hidalgo County Regional Mobility Authority

cc: Hidalgo County Commissioners  
Gerry Pate, Pate Transportation Partners

**AI-6383**

**10.C.**

**Proclamation honoring Staff Sergeant Daniel Pena  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Martha Mena, COMM. PCT. #1

**Department:** COMM. PCT. #1

**Agenda Area:** Precinct #1

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**Information**

**CAPTION**

Approval of Proclamation recognizing and acknowledging staff Sergeant Daniel Pena as a Brave and courageous member of the United States Armed Forces

**BACKGROUND**

Proclamation to be provided in court.

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq                       | Inbox                 | Approved By   | Date                            | Status |
|---------------------------------|-----------------------|---------------|---------------------------------|--------|
| 1                               | Budget & Management   | Dina Trevino  | 11/01/2007 04:28 PM             | APRV   |
| 2                               | Purchasing Department | Marty Salazar | 11/02/2007 08:20 AM             | APRV   |
| 3                               | Auditor's Office      |               | 11/02/2007 04:02 PM             | NEW    |
| Form Started By: Martha Mena    |                       |               | Started On: 11/01/2007 03:49 PM |        |
| Final Approval Date: 11/02/2007 |                       |               |                                 |        |

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**AI-6390**

**10.D.**

**Proclamation-B.Gonzales**

**CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT

**Submitted For:** Commissioner Handy

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Precinct #1

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**Information**

**CAPTION**

Approval of Proclamation honoring PFC Basilio Gonzales

**BACKGROUND**

Proclamation to be provided in court.

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq                       | Inbox                            | Approved By   | Date                            | Status |
|---------------------------------|----------------------------------|---------------|---------------------------------|--------|
| 1                               | Budget & Management              | Dina Trevino  | 11/02/2007 02:53 PM             | APRV   |
| 2                               | Purchasing Department            | Marty Salazar | 11/02/2007 03:27 PM             | APRV   |
| 3                               | Auditor's Office                 |               | 11/02/2007 03:27 PM             | NEW    |
| 4                               | Court Administrator (Originator) |               | 11/02/2007 03:27 PM             |        |
| Form Started By: Monica Badillo |                                  |               | Started On: 11/02/2007 01:04 PM |        |
| Final Approval Date: 11/02/2007 |                                  |               |                                 |        |

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**AI-6309**  
**Interlocal**  
**CC REGULAR**

**11.A.**

**Date:** 11/06/2007  
**Submitted By:** Norma Ceballos, COMM. PCT. #3  
**Department:** COMM. PCT. #3  
**Agenda Area:** Precinct #3

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**Information**

**CAPTION**

Ratification of Interlocal Agreement among the City of Penitas, County of Hidalgo and Reinvestment Zone Number One, City of Penitas, Texas.

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq                       | Inbox                 | Approved By   | Date                            | Status |
|---------------------------------|-----------------------|---------------|---------------------------------|--------|
| 1                               | Budget & Management   | Dina Trevino  | 10/30/2007 03:19 PM             | APRV   |
| 2                               | Rey Salazar           | Rey Salazar   | 11/02/2007 01:45 PM             | APRV   |
| 3                               | Purchasing Department | Marty Salazar | 11/02/2007 03:26 PM             | APRV   |
| 4                               | Auditor's Office      |               | 11/02/2007 04:02 PM             | NEW    |
| Form Started By: Norma Ceballos |                       |               | Started On: 10/30/2007 03:00 PM |        |
| Final Approval Date: 11/02/2007 |                       |               |                                 |        |

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**AI-6378**

**12.A.**

**Abandon County Road  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.

**Submitted For:** Joe Pena

**Department:** RIGHT OF WAY DEPT.

**Agenda Area:** Precinct #4

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**Information**

**CAPTION**

Authorization for discussion and/or action to abandon a 60' X 486.6' County Road located between Lots 1 & 2 and Lot 71, Ramseyer Gardens Subdivision.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No budgetary impact

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**Attachments**

Link: Ramseyer Garden's  
Subdivision

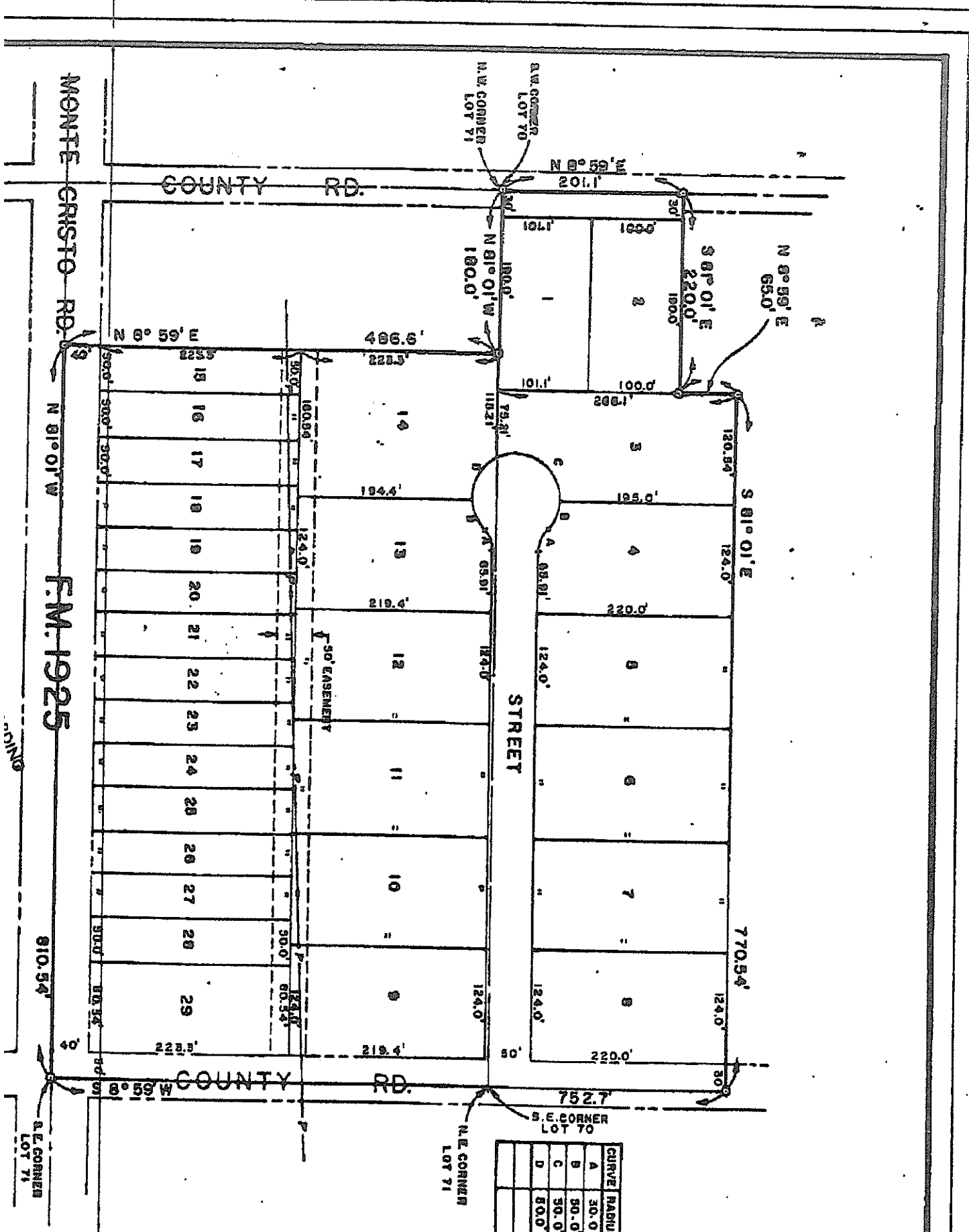
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**Form Routing/Status**

| Route Seq                       | Inbox                 | Approved By   | Date                            | Status |
|---------------------------------|-----------------------|---------------|---------------------------------|--------|
| 1                               | Budget & Management   | Dina Trevino  | 11/01/2007 04:22 PM             | APRV   |
| 2                               | Dale Kennan           | Dale Kennan   | 11/02/2007 07:21 AM             | APRV   |
| 3                               | Purchasing Department | Marty Salazar | 11/02/2007 10:47 AM             | APRV   |
| 4                               | Auditor's Office      |               | 11/02/2007 04:02 PM             | NEW    |
| Form Started By: Sandra Garcia  |                       |               | Started On: 11/01/2007 10:22 AM |        |
| Final Approval Date: 11/02/2007 |                       |               |                                 |        |

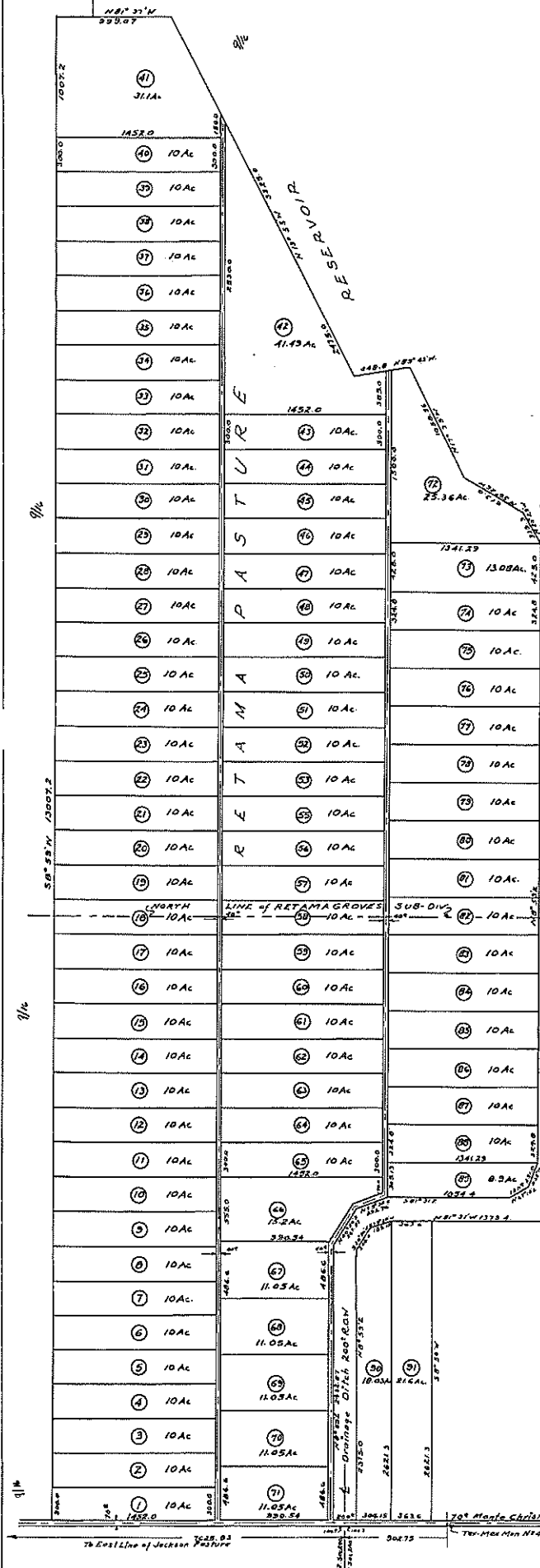
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486.6 ft



Filed June 24, 1947 11:30 A.M.

91-6



**NOTE.**  
This MAP encompasses certain lands of the "RETAMA GROVES" Sub-Division was created as follows. All of Block A & B All of Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 in Block C, also the East 1/2 of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 in Block D. Total Acreage - 442.00. The balance (487.12 Ac) of the 1000 Acres herein described is out of "Retama Pasture".

Scale 1" = 400'

**Note**  
All dimensions are to 1/2 of Roads.

# MAP OF RAMSEYER GARDENS OF A PART OF THE RETAMA TRACT HIDALGO COUNTY TEXAS

Described by Metes & Bounds as follows.

Beginning at a Point, said Point being the intersection of the West line of R.O.W. of Hidalgo County Water & Imp. District No. 15 Drainage Ditch, with the Center Line of the Monte Christo Road. Thence N 8° 55' E a distance of 2432.07 to a Point. Thence N 40° 20' E a distance of 267.93 to a Point. Thence N 78° 30' E a distance of 489.16 to a Point. Thence S 81° 31' E a distance of 1074.4 to a Point. Thence N 63° 10' E a distance of 130.0 to a Point. Thence N 34° 15' E a distance of 231.0 to a Point. Thence N 6° 50' E a distance of 2222.0 to a Point. Thence N 20° 25' W a distance of 330.3 to a Point. Thence N 50° 26' W a distance of 619.0 to a Point. Thence N 17° 32' W a distance of 1082.36 to a Point. Thence N 83° 43' W a distance of 448.8 to a Point. Thence N 19° 55' W a distance of 3225.0 to a Point. Thence N 81° 31' W a distance of 333.07 to a Point. Thence S 20° 30' W a distance of 13007.2 to a Point on Center Line of Monte Christo Road. Thence along said Center Line a distance of 2462.04 to a Point and Place of beginning Containing 260.37 Acres ±.

Beginning at a Point, said Point being the intersection of the East R.O.W. line with the above mentioned Drainage Ditch, with the Center Line of the Monte Christo Road Thence N 0° 55' E a distance of 2375.0 to a Point. Thence N 40° 20' E a distance of 240.0 to a Point. Thence N 78° 30' E a distance of 189.15 to a Point. Thence S 81° 31' E a distance of 267.9 to a Point. Thence S 20° 30' W a distance of 2421.5 to a Point on Center Line of Monte Christo Road. Thence along said Center Line a distance of 667.75 to a Point and Place of beginning Containing 32.65 Acres ±. Total acreage in both Tracts = 1000.0 Acres ±.

I, J. T. WARD, a Surveyor do hereby certify that the foregoing Map is true and correct as plotted by me from available data and checked upon the ground, this 8th day of April A.D. 1947.

Signed *J. T. Ward*

Sworn and subscribed to before me this 8th day of April A.D. 1947.

Notary Public in and for Hidalgo County Texas

*T. O. Mitchell*  
T. O. Mitchell

91-15

AI-6339

13.A.5.

**Change order for New Administration Building  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Moises Salazar, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

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**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of Change Order No. 9 in connection with gas fire suppression system to be installed in three (3) IDF rooms for the "Hidalgo County Administration Building" in the amount not to exceed (\$30,000.00) from contracted vendor, Joe Williamson Construction Co., and as recommended by project architect, Rike Ogden Figueroa Alex Architects , with authority for County Judge to execute document. C-06-092-07-25

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1301-415-00-120-007-0-720

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$18,156.18 as of 11/2/07.

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1100-419-40-220-001-0-452

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$14,329.84 as of 11/2/07.

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 11/01/2007 03:10 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino  | 11/01/2007 03:32 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan   | 11/02/2007 08:28 AM | APRV   |
| 4         | Auditor's Office      |               | 11/02/2007 04:02 PM | NEW    |

Form Started By: Moises Salazar  
Started On: 10/31/2007 01:14 PM  
Final Approval Date: 11/02/2007



**AI-6357**

**13.A.6.**

**Standing item -New Administration Building  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Moises Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

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**Information**

**CAPTION**

Authority to seek proposals through applicable job order contractors (i.e. Centennial and/or Herrera & Hunt) and/or other awarded construction contractors through the County's membership/participation with state, cooperative purchasing programs or interlocals for: Construction of four (4) pedestrian access ramps to comply with ADA requirements for the New Administration Building;

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

Link: Request Frm  
B&G

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**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Purchasing Department | Marty Salazar      | 11/01/2007 04:10 PM | APRV          |
| 2                | Budget & Management   |                    | 11/01/2007 04:10 PM | NEW           |
| 3                | Auditor's Office      |                    | 11/01/2007 04:10 PM |               |
| 4                | Court Administrator   |                    | 11/01/2007 04:10 PM |               |

Form Started By: Moises Salazar  
Started On: 10/31/2007 03:17 PM

Final Approval Date: 11/01/2007

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DANIEL FLORES  
Director

## BUILDING & GROUNDS

### County Of Hidalgo

To: Marty Salazar, CPPB  
Purchasing Department

From: Daniel Flores, Director   
Buildings and Grounds Department

~~Re: New Administration Building ADA Ramps~~

This memo is in reference to the brief scope of work for the four (4) ADA ramps needed at the New Administration Building parking lot. Two ramps are to be built in front of the main entrance. One ramp on the west side of the building and one ramp on the rear side of the building, next to the dumpster. Please contact the JOC vendor to proceed with a proposal for this job as an emergency request; seeing that this is an accidental prone area for the public and employees.

Thank you for your prompt attention to this matter, if in need of additional information please advice or call at (956)289-7855.

CC: Valde Guerra, Commissioners Court Executive Officer

**AI-6328**

**13.A.8.**

**New Juvenile Detention Facility-under Standing Item  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Marty Salazar, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

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**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of options in connection with additional work required and detailed herein at the new Mario E. Ramirez, Jr. Juvenile Detention Justice Center, including, but not limited to:

- A) Drop an A/C duct with register to a small store room for IDF#2;
- B) Add a return from MDF room;
- C) Upgrade the electrical in laundry room to address/suffice dryer needs;
- D) Upgrade the electrical in kitchen area to address/suffice oven needs

Option 1: To proceed with direction given by CC on 10-30-07 to Buildings & Grounds director for department staff to proceed to complete all or part of the detailed work described herein but acknowledging various issues/concerns raised through safety division; or, in the alternative,

Option 2: Approval of Change Order #4 (increase) in the amount of \$\_\_\_\_\_ with Descon Construction, general contractor for the construction of the new juvenile justice detention facility in connection with electrical upgrades in laundry room and kitchen area to dryer & oven power requirements as submitted and recommended by project architect, V-A Architecture with authority for County Judge or Court Member to execute document; or, in the alternative,

Option 3: Proceed to solicit proposals from participating job order contractors or awarded vendors for construction through our membership/participation through various cooperative purchasing programs, networks, interlocals or associations (i.e. TASB, TCPN, HCBE, TIPS, etc.) in connection with the additional work described herein.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** 7-1334-423-32-330-042-0-431

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Pending transfer AI-6289 in the amount of \$30,000.00.

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## Attachments

Link: 6328

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### Form Routing/Status

| Route Seq                       | Inbox                              | Approved By   | Date                            | Status |
|---------------------------------|------------------------------------|---------------|---------------------------------|--------|
| 1                               | Purchasing Department (Originator) | Marty Salazar | 11/02/2007 10:45 AM             | APRV   |
| 2                               | Budget & Management                | Dina Trevino  | 11/02/2007 10:34 AM             | APRV   |
| 3                               | Dale Kennan                        | Dale Kennan   | 11/02/2007 10:58 AM             | APRV   |
| 4                               | Auditor's Office                   |               | 11/02/2007 04:02 PM             | NEW    |
| Form Started By: Marty Salazar  |                                    |               | Started On: 10/31/2007 10:21 AM |        |
| Final Approval Date: 11/02/2007 |                                    |               |                                 |        |

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# Hidalgo County Department of Budget and Management

100 East Cano, 2nd Floor Admin. Bldg.  
Edinburg, Tx 78539  
Ph:(956) 292-7025 Fax:(956) 292-7034



## MEMORANDUM

**COPY**

To: Valde Guerra, Executive Officer  
From: Noe H. Cavazos, Management – DBM  
Date: October 31, 2007  
Subj: **Buildings & Grounds; Juvenile Detention Facility kitchen electrical re-wiring.**

A review has been conducted on the recommendation to Commissioners Court by Buildings & Grounds on the above referenced matter. While it is the intent of Mr. Daniel Flores, B&G Director, to prioritize cost-efficiency by utilizing in-house personnel, there remains a couple of liability issues that need to be addressed.

It was found through our inquiry that our in-house personnel are journeyman electricians and most definitely qualified to do the work. However, Buildings & Grounds does not have a Master Electrician to certify their work in case of a mishap or re-wiring error. In addition, the county must request that the Power Company shuts down the power for the whole building while conducting this work. Incidentally, whoever makes the request for the power shut-down must be a Master Electrician. Although, the power company may allow the county to proceed with journeyman licensure, an insurance liability issue still remains.

We need to be aware of the severity of the County's liability in the event that something was to go wrong. The journeyman's work not being certified by a licensed Master Electrician will cause questionable insurance issues. Considering that this is not merely a repair job but rather a reconstruction/renovation job order, it is recommended that the County contracts an electrician with the proper licensure.

Thank you for your attention on this matter. Please let me know if you have any questions in this regard.

Cc: Mr. Raul Silguero, Chief Administrator- DBM

**AI-6363**

**13.A.9.**

**Hidalgo County-Professional Engineering Svc-L & G  
Engineering-C-07-400-11-06**

**CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Submitted For:** Letty Saenz

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

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**Information**

**CAPTION**

Requesting approval of a professional engineering services contract with L & G Consulting Engineers Inc. d/b/a L & G Engineering for the (drafting of specifications, project supervision and all reporting requirements to federal, state and local agencies) a "Turnkey Solution for the Demolition and Removal of Structures and Below Ground Tanks and Related Equipment (located at 201 and 207 North Closner Street, Edinburg, Texas)" for Hidalgo County (as selected after evaluation of S.O.Q.'s from the POOL OF ENGINEERS and previously approved by C.C. on October 2, 2007 for negotiation of the contract with L & G ENGINEERING and approved by legal council to proceed with final execution of contract)

**BACKGROUND**

Draft Contract. See CC Regular 9/18/07 AI#5509 for reference

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1336-419-40-220-028-0-739

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 11/02/07 \$1,653,850.00

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**Attachments**

Link: Hidalgo  
County-Professional  
Engineering Svc-L & G  
Engineering-C-07-400-11-06

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 11/01/2007 03:31 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino  | 11/01/2007 03:47 PM | APRV   |
| 3         | Manuel Chapa          | Manuel Chapa  | 11/02/2007 02:14 PM | APRV   |
| 4         | Auditor's Office      |               | 11/02/2007 04:02 PM | NEW    |

Form Started By: Letty Saenz

Started On: 10/31/2007 03:40  
PM

Final Approval Date: 11/02/2007

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THE STATE OF TEXAS   §  
                                          §  
COUNTY OF HIDALGO   §

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**C-07-400-00-00**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **L & G Consulting Engineers Inc. d/b/a L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the "**Engineer**".

WITNESSETH:

**WHEREAS**, the **Owner** desires to contract with the **Engineer** to provide professional engineering services in the (drafting of specifications, project supervision and all reporting requirements to federal, state and local agencies) of a "**Turnkey Solution for the Demolition and Removal of Structures and Below Ground Tanks and Related Equipment**" (located at 201 and 207 North Closner Street, Edinburg, Texas) project for **Hidalgo County** hereinafter referred to as the "**Project**".

**NOW, THEREFORE**, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1. Employment of Engineer.** The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

**ARTICLE 2. Character and Extent of Services.** This Agreement will provide for the development of the **Project** with the following:

**2.1 Scope of Work.** The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A" Services to be Provided by the Owner**, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"- Services to Provided by the Engineer**, attached hereto and made a part of this agreement.

**2.2 Classification of Services** For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

**2.3 Schedule of Work.** The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C" - Work Schedule**, attached hereto and made a part of this Agreement.

**ARTICLE 3. Period of Service.** Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date.** This Agreement shall terminate upon completion of projects (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

**3.2 Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

**3.4 Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of

such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the

value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

**ARTICLE 4. Progress and Coordination.** The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

**5.1 Basic Services.** For and in consideration of the **Services** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for **Services**, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-Fee Breakdown**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for **Services** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

**5.2 Special Services.** Those services that may be required to provided by the **Engineer** as **Special Services** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these **Special Services** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the

hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in

**EXHIBIT "D" - Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

#### **ARTICLE 6. Method of Payment.**

**6.1 Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed

breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

**6.2 Final Payment.** After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

**6.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

**6.5** The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

**6.6 Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7. Work Authorization.** After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified

in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to

the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" - Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

**ARTICLE 9. Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work

performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work.** If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

**10.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

**10.2 Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

**10.3 Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the

**Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

## **ARTICLE 11. Ownership and Release of Documents.**

**11.1 Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information.** Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

**ARTICLE 12 Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

**ARTICLE 13. Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

**ARTICLE 14. Subcontracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

**ARTICLE 15. Patents.** The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected

by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

#### **ARTICLE 16. Confidential Information, Inventions and Other Restrictions.**

**16.1 Confidential Information.** The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the

**Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

**16.2 Inventions.** The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

**16.3** The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

#### **ARTICLE 17. Engineer's Seal, Responsibility and Warranties.**

**17.1 Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the

**Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

**17.2 Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

**17.3 Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**,

prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in

accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

**ARTICLE 18. Engineer's Resources.** The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Project Manager.** The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.3 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification.** To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and

understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

**ARTICLE 20. Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

**ARTICLE 21. Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")
- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20** herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20** herein, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence

for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.

- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate. The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County Certificate of Insurance***) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

**ARTICLE 22. Compliance with Laws.** The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes

and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

**ARTICLE 23. Non-collusion.** The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 24. Gratuities.** The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

**ARTICLE 25. Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

**ARTICLE 26. Disputes.** The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

**ARTICLE 27. Severability.** In the event 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 .

**ARTICLE 28. Notices.** All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

|               |                                          |                  |                                            |
|---------------|------------------------------------------|------------------|--------------------------------------------|
| <b>OWNER:</b> | <b>Hidalgo County</b>                    | <b>ENGINEER:</b> | <b>L &amp; G Consulting Engineers Inc.</b> |
|               | <b>100 E. Cano, 2<sup>nd</sup> Floor</b> |                  | <b>2100 West Expwy 83</b>                  |
|               | <b>Edinburg, Texas 78539</b>             |                  | <b>Mercedes, Texas 78570</b>               |

The address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

**ARTICLE 30. Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2007.

**ENGINEER:**

**L & G CONSULTING ENGINEERS INC.**

d/b/a **L & G ENGINEERING**

**BY:** \_\_\_\_\_

Jacinto Garza, P.E./President

**OWNER:**

**HIDALGO COUNTY**

**BY:** \_\_\_\_\_

Juan D. Salinas, III, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**Approved on Commissioners' Court:** \_\_\_\_\_, 2007

**APPROVED AS TO FORM:**

Atlas & Hall, L.P.

By: \_\_\_\_\_

**ATTACHMENTS:**

|                  |                                                     |
|------------------|-----------------------------------------------------|
| <b>EXHIBIT A</b> | -Scope of Services to be provided by the Owner      |
| <b>EXHIBIT B</b> | -Scope of Services to be provided by the Engineer   |
| <b>EXHIBIT C</b> | -Work Schedule                                      |
| <b>EXHIBIT D</b> | -Engineer's Rates                                   |
| <b>EXHIBIT E</b> | -Work Authorization Form                            |
| <b>EXHIBIT F</b> | -Supplemental Agreement Form                        |
| <b>EXHIBIT G</b> | -Certificate of Insurance ( <i>Hidalgo County</i> ) |

## **EXHIBIT "A"**

### **Services to be provided by the OWNER**

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

#### *Public Meetings*

- (a) Approve agenda and all exhibits prior to public meeting.
  - (b) Approve date and location of the meeting.
  - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.
  - (9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
  - (10) Review and approve the Project design criteria.
  - (11) Review and approve change orders as required and prepared by the ENGINEER.

**EXHIBIT “B”**  
**SCOPE OF SERVICES**  
**TO BE PROVIDED BY ENGINEER**

## EXHIBIT "B"

### Services to be Provided by the Engineer (L&G Engineering)

#### SCOPE OF WORK

The Engineer's approach for performing the project consists of seven (7) tasks as follows:

##### **Task 1.0 Project Management (est. 6 months)**

The Engineer will oversee the management of all tasks under this Work Authorization for approximately six (6) months and ensure the project remains on schedule. The Engineer will provide the Client with monthly typewritten progress reports and will be available to attend Commissioner's court meetings to provide project updates.

##### **Task 2.0 Coordinate with Texas Commission on Environmental Quality (TCEQ)**

The Engineer will prepare the required letters advising TCEQ of the impending removal of underground storage tanks and will coordinate with them to obtain their concurrence. The Engineer will also prepare the required letters advising TCEQ of the completion of the project and provide a copy of the final report to them.

##### **Task 3.0 Prepare Bidding Documents, Specifications and Estimates**

The Engineer will prepare the contract bidding documents and specifications pertaining to the project and in accordance with the requirements of the Client. The Engineer will provide an electronic file of the bidding documents and specifications for the Client's use in duplicating for requesting bids.

The Engineer will provide a Construction Cost Estimate for budgeting purposes. The Engineer will assist the Client in the holding pre-bid meetings (if necessary), opening bids and recommend the selection of a Contractor to the Client.

##### **Task 4.0 Coordinate Field Work with Contractor(s)**

The Engineer will hold a pre-construction meeting with the Contractor to coordinate and schedule the work in a timely and efficient manner.

##### **Task 5.0 Monitor Field Work (including tank removal, hydraulic lift removal, waste removal and building demolition)**

The Engineer will monitor and provide construction inspection services for Quality Assurance and Quality Control (QA/QC).

##### **Task 6.0 Review All Documents Prepared by Contractor(s) (including tank removal reports, waste manifests, demolition reports, etc.)**

The Engineer will review all of the documentation provided by the Contractor to ensure compliance of all specifications.

##### **Task 7.0 Prepare Summary Report of All Activities**

The Engineer will prepare a report with a summary of all activities performed on the project and deliver to the Client and TCEQ.

**EXHIBIT “C”**  
**WORK SCHEDULE**

**Hidalgo County Function  
L&G Function  
Contractor Function**

# L&G Engineering

**EXHIBIT “D”**  
**FEE SCHEDULE**

EXHIBIT “D”

PROPOSED BUDGET

L&G proposes to complete the project report for the costs presented below.

|                                   |             |
|-----------------------------------|-------------|
| Project Management                | \$ 8,500.00 |
| Bids Documents, Specs & Estimates | \$ 3,500.00 |
| Construction Inspection           | \$ 5,000.00 |
| Report Preparation                | \$ 2,000.00 |

---

|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$19,000.00</b> |
|--------------|--------------------|

**EXHIBIT “E”**  
**WORK AUTHORIZATION**

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # \_\_\_\_\_**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. \_\_\_\_\_**

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

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide

\_\_\_\_\_

\_\_\_\_\_

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

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

**PART 2. ESTIMATED COST**

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

**PART 3. PAYMENT**

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

**PART 4. FUNDING**

This Work Authorization No. I shall be funded through funding source:

Account No. \_\_\_\_\_

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

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

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County** \_\_\_\_\_, Commissioner \_\_\_\_\_ as to content and detail of this **Work Authorization No. \_\_\_\_**.

**HIDALGO COUNTY**

**BY:** \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_ day of \_\_\_\_\_, 2006.

**THE ENGINEER:**

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
**By: Engineer**

\_\_\_\_\_  
**By: Juan D. Salinas, III, County Judge**

**ATTEST:**

\_\_\_\_\_  
**By: Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

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

**EXHIBIT “F”**  
**SUPPLEMENTAL AGREEMENT**

**EXHIBIT "F"**

**Supplemental Agreement Form**

THE STATE OF TEXAS     §

§

COUNTY OF HIDALGO     §

**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**  
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and \_\_\_\_\_, Professional Engineers of, \_\_\_\_\_, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the \_\_\_\_\_ day of \_\_\_\_\_ **2007** concerning engineering for \_\_\_\_\_ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article \_\_\_\_ of the **Agreement**, (article title), establishes \_\_\_\_\_; and,

**WHEREAS**, it has become necessary to amend the contract to \_\_\_\_\_

**A.     AGREEMENT**

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I.     Article \_\_\_\_ of the **Agreement**, (article title), is revised to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE ENGINEER:  
ENGINEER**

**BY:** \_\_\_\_\_

**THE OWNER:  
HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

**EXHIBIT "G"**  
**CERTIFICATE OF INSURANCE**

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
08/07/07

## PRODUCER

Hilb Rogal & Hobbs  
(956)682-9423 FAX(956)687-1286  
1400 N McColl Rd Suite 105  
McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

## NAIC #

## INSURED

L & G Consulting Engineers Inc  
dba L & G Engineering  
2100 W Expressway 83  
Mercedes, TX 78570

INSURER A: **Fidelity & Guaranty Insurance Compan** 35386INSURER B: **Travelers Casualty & Surety Co** 25658INSURER C: **Ace American Insurance Company** 22667

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L<br>LTR INSRD | TYPE OF INSURANCE                                                                                                                    | POLICY NUMBER     | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS                                                                    |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------|--------------------------------------|---------------------------------------------------------------------------|
| A                       | GENERAL LIABILITY                                                                                                                    | PACP2822L500TLC07 | 07/19/07                            | 07/19/08                             | EACH OCCURRENCE \$1,000,000                                               |
|                         | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                                     |                   |                                     |                                      | DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000                       |
|                         | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                                                       |                   |                                     |                                      | MED EXP (Any one person) \$10,000                                         |
|                         |                                                                                                                                      |                   |                                     |                                      | PERSONAL & ADV INJURY \$1,000,000                                         |
|                         |                                                                                                                                      |                   |                                     |                                      | GENERAL AGGREGATE \$2,000,000                                             |
|                         |                                                                                                                                      |                   |                                     |                                      | PRODUCTS - COMP/OP AGG \$2,000,000                                        |
|                         | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                   |                                     |                                      |                                                                           |
|                         | AUTOMOBILE LIABILITY                                                                                                                 | PACP2822L500TLC0  | 07/19/07                            | 07/19/08                             | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000                           |
|                         | <input type="checkbox"/> ANY AUTO                                                                                                    |                   |                                     |                                      | BODILY INJURY (Per person) \$                                             |
|                         | <input type="checkbox"/> ALL OWNED AUTOS                                                                                             |                   |                                     |                                      | BODILY INJURY (Per accident) \$                                           |
|                         | <input checked="" type="checkbox"/> SCHEDULED AUTOS                                                                                  |                   |                                     |                                      | PROPERTY DAMAGE (Per accident) \$                                         |
|                         | <input checked="" type="checkbox"/> HIRED AUTOS                                                                                      |                   |                                     |                                      |                                                                           |
|                         | <input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                  |                   |                                     |                                      |                                                                           |
|                         |                                                                                                                                      |                   |                                     |                                      |                                                                           |
|                         |                                                                                                                                      |                   |                                     |                                      |                                                                           |
|                         | GARAGE LIABILITY                                                                                                                     |                   |                                     |                                      | AUTO ONLY - EA ACCIDENT \$                                                |
|                         | <input type="checkbox"/> ANY AUTO                                                                                                    |                   |                                     |                                      | OTHER THAN EA ACC \$                                                      |
|                         |                                                                                                                                      |                   |                                     |                                      | AUTO ONLY: AGG \$                                                         |
|                         | EXCESS/UMBRELLA LIABILITY                                                                                                            |                   |                                     |                                      | EACH OCCURRENCE \$                                                        |
|                         | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                                                                  |                   |                                     |                                      | AGGREGATE \$                                                              |
|                         |                                                                                                                                      |                   |                                     |                                      | \$                                                                        |
|                         | DEDUCTIBLE                                                                                                                           |                   |                                     |                                      | \$                                                                        |
|                         | RETENTION \$                                                                                                                         |                   |                                     |                                      | \$                                                                        |
| B                       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                                        | IACRUB2567B95507  | 07/23/07                            | 07/23/08                             | WC STATU-TORY LIMITS OTH-ER                                               |
|                         | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?                                                                            |                   |                                     |                                      | E.L. EACH ACCIDENT \$1,000,000                                            |
|                         | If yes, describe under SPECIAL PROVISIONS below                                                                                      |                   |                                     |                                      | E.L. DISEASE - EA EMPLOYEE \$1,000,000                                    |
|                         |                                                                                                                                      |                   |                                     |                                      | E.L. DISEASE - POLICY LIMIT \$1,000,000                                   |
| C                       | OTHER Professional                                                                                                                   | G2363384A001      | 07/20/07                            | 07/20/08                             | \$1,000,000 per claim<br>\$1,000,000 aggregate<br>\$15,000 ded each claim |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*\* Supplemental Name \*\*

First Supplemental Name applies to all policies - L &amp; G Consulting Engineers Inc

## CERTIFICATE HOLDER

County of Hidalgo  
100 E Cano  
Edinburg, TX 78539

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Brian E Lewis

AI-6297

13.A.10.

MS-1

CC REGULAR

**Date:** 11/06/2007

**Submitted By:** Mary Maldonado, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

---

**Information**

**CAPTION**

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional six (6) months term (as provided in contract) with Performance Grade Asphalt, Inc. for MS-1 Emulsified Asphalt.

**BACKGROUND**

Services will be paid on an "As Needed" basis.

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 1204-431-00-124-007-0-673

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 10/31/07 \$ 32,874.18

**FISCAL YEAR:** 2007

**ACCT. #:** 1203-431-00-123-005-0-673

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 10/31/07 \$ 99,800.14

**FISCAL YEAR:** 2007

**ACCT. #:** 1202-431-00-122-006-0-673

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 10/31/07 \$ 24,347.67

**FISCAL YEAR:** 2007

**ACCT. #:** 1201-431-00-121-005-0-673

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 10/31/07 \$ 3,042.04

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Purchasing Department | Marty Salazar      | 10/31/2007 09:46 AM | APRV          |
| 2                | Budget & Management   | Dina Trevino       | 10/31/2007 01:22 PM | APRV          |
| 3                | Erika Reyna           | Erika Reyna        | 10/31/2007 03:44 PM | APRV          |
| 4                | Auditor's Office      | Linda Fong         | 11/01/2007 11:20 AM | APRV          |
| 5                | Court Administrator   | Monica Badillo     | 11/01/2007 12:46 PM | APRV          |

Form Started By: Mary Maldonado  
Started On: 10/30/2007 08:26 AM

Final Approval Date: 11/01/2007

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AI-6381

13.A.11.

**Data Cards for Co. Judge's Office  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Priscilla Torres, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department **Purchasing only:** County Judge's Office

---

**Information**

**CAPTION**

**County Judge's Office:**

Requesting ratification of wireless data cards issued to Carlos Moreno, Cari Lambrecht, and Judge Juan D. Salinas, III through DIR TELE 06-27-03/Texan 2000 SPR-W through req. #120830 which were issued (as recommended by Tony Pena, EMC) in preparation and anticipation of Hurricane Dean and in connection with the "Emergency Declaration" of July 06, 2007 related to torrential rains and in numerous area of the County.

**BACKGROUND**

- 1) Emergency Declaration was approved through Comm. Court Agenda on July 6, 2007 due to recent torrential rains throughout the county.
- 2) Additional presentation made by Tony Pena, Emergency Management Coordinator (to CC 8-21-07) detailing required preparations for Hurricane Dean given saturation of soil in numerous areas of County from torrential rains in recent weeks prior to new threat from hurricane.
- 3) Verbal notification was given to Purchasing Dept. by IT of request for data cards acquired due to emergency status and circumstances.

---

**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 71100413001100060534

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

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

**BUDGETARY IMPACT:**

---

**Attachments**

Link: DATA CARDS  
FOR COUNTY  
JUDGE'S OFFICE

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**Form Routing/Status**

**Route Seq Inbox**

**Approved By Date**

**Status**

1 Purchasing Department Marty Salazar 11/02/2007 01:11 PM APRV

|   |                     |              |                     |      |
|---|---------------------|--------------|---------------------|------|
| 2 | Budget & Management | Dina Trevino | 11/02/2007 03:01 PM | APRV |
| 3 | Rey Salazar         | Rey Salazar  | 11/02/2007 03:12 PM | APRV |
| 4 | Auditor's Office    |              | 11/02/2007 04:02 PM | NEW  |

Form Started By: Priscilla Torres

Started On: 11/01/2007 01:05 PM

Final Approval Date: 11/02/2007

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# Requisition

Req # 00120830

PO #

Date: 10/29/07

Bill To: x  
x

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

Ship To: COUNTY JUDGE  
100 E. CANO, 2ND FL  
EDINBURG TX 78539

Contact: Sdeleon  
956-318-2600

Contract No:

Special Instructions:

| QUANTITY | UOM   | DESCRIPTION                                                                                                                                                                                                                              | UNIT PRICE                                                                 | AMOUNT                                   |
|----------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------|
| 2        | MONTH | DO NOT DUPLICATE ORDER<br>Internet cards for Cari Lambrecht, Judge Salinas, &<br>Carlos Moreno (September & October 2007)<br>Account No _____<br>7-1100-413-00-110-006-0-534<br><br>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | 275.00<br><br><u>Encumbrance</u><br><br>550.00<br><br>Freight<br><br>Total | 550.00<br><br><br><br><br><br><br>550.00 |

Authorized By: \_\_\_\_\_

**AI-6274**

**13.B.1.**

**Pct. 1-Invoice Nos.0717 & 0718-Rodriguez Engineering-C-06-217-07-18  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Submitted For:** Letty Saenz

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 1

---

**Information**

**CAPTION**

A. Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 0717 in the amount of \$ 3,500.00 submitted by Rodriguez Engineering with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-06-217-07-18 (PO # 584629) for Various R&B and C.I.P. Projects Mile 12 (from FM 88 to Mile 6)

B. Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 0718 in the amount of \$ 1,600.00 submitted by Rodriguez Engineering with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-06-217-07-18 (PO # 585814) for Various R&B and C.I.P. Projects Mile 5 (from Milano to Midway)

**BACKGROUND**

Invoice Nos. 0717 & 0718

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**Fiscal Impact**

**FISCAL YEAR:** 2007

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

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

---

**Attachments**

Link: Pct. 1-Invoice Nos.0717  
& 0718-Rodriguez  
Engineering-C-06-217-07-18

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 10/26/2007 02:25 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino  | 10/26/2007 02:48 PM | APRV   |
| 3         | Manuel Chapa          | Manuel Chapa  | 10/26/2007 03:20 PM | APRV   |
| 4         | Leticia Saenz         |               | 11/02/2007 04:02 PM | NEW    |

Form Started By: Letty Saenz

Started On: 10/26/2007 08:34 AM

Final Approval Date: 11/02/2007

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**RODRIGUEZ ENGINEERING****CONSULTING ENGINEER/SURVEYOR**

DATE: October 23, 2007

Invoice No. 0717

Project: PO 584629

Owner: Hidalgo County Precinct No. 1

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

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

|                                 |              |
|---------------------------------|--------------|
| Contract Amount:                | \$ 27,074.30 |
| Preliminary Phase (25%): (paid) | \$ 6,768.58  |
| Design Phase (50%): (paid)      | \$ 13,537.15 |
| Construction Phase (25%):       | \$ 6,768.57  |
| Amount Due Now:                 | \$ 3,500.00  |

APPROVED FOR BILLING: 

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

PO 584629



Hein 12/23/07  
Nolan 12/23/07

**AI-6344**

**13.C.1.**

**Payment Application No. 1 for Rio Valley Construction- South Tower Rd Park**

**CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Submitted For:** Rocio Villarreal

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 2

---

**Information**

**CAPTION**

Approval of Request for Application No. 1 in the amount of \$49,244.20 from Rio Valley Construction, Inc. awarded contractor for the, "Construction of Precinct No. 2 Multi-Purpose Facility in South Tower Road Park," and as certified for payment by project architect, VA Architecture; C-07-042A-09-25.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1292-441-00-350-008-8-720

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Amount available in PO 592311 \$165,000.00 as of 11-2-07.

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**Attachments**

Link: Payment No. 1

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 11/01/2007 12:07 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 11/01/2007 03:39 PM | APRV   |
| 3         | Ivan Cantu            | Ivan Cantu     | 11/02/2007 06:08 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/02/2007 07:37 AM | APRV   |
| 5         | Court Administrator   | Monica Badillo | 11/02/2007 07:51 AM | APRV   |

Form Started By: Rocio Villarreal

Started On: 10/31/2007 01:56 PM

Final Approval Date: 11/02/2007

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# AIA® Document G702™ - 1992

## Application and Certificate for Payment

|                    |                                                                                 |                   |                                                                                                                             |                                           |                                                                      |
|--------------------|---------------------------------------------------------------------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------------------------------|
| <b>TO OWNER:</b>   | County of Hidalgo<br>100 E. Cano<br>2 <sup>nd</sup> Floor<br>Edinburg, Tx 78539 | <b>PROJECT:</b>   | County of Hidalgo Pct 2 Multi-Purpose<br>Facility<br>1429 S. Tower Road<br>Alamo, Tx 78516                                  | <b>APPLICATION NO:</b> 001                | <b>Distribution to:</b><br><input checked="" type="checkbox"/> OWNER |
| <b>FROM</b>        | Rio Valley Construction, Inc.<br>4124 N. Taylor Road<br>McAllen, Tx 78504       | <b>VIA</b>        | Reynaldo Vargas, Architect, Inc. dba<br>V.A. Architecture, Professional Corp.<br>2029 Industrial Drive<br>McAllen, Tx 78504 | <b>PERIOD TO:</b> 10/26/2007              | <b>ARCHITECT:</b> <input checked="" type="checkbox"/>                |
| <b>CONTRACTOR:</b> |                                                                                 | <b>ARCHITECT:</b> |                                                                                                                             | <b>CONTRACT FOR:</b> General Construction | <b>CONTRACTOR:</b> <input type="checkbox"/>                          |
|                    |                                                                                 |                   |                                                                                                                             | <b>CONTRACT DATE:</b> 09/11/2007          | <b>FIELD:</b> <input type="checkbox"/>                               |
|                    |                                                                                 |                   |                                                                                                                             | <b>PROJECT NOS:</b> / /                   | <b>OTHER:</b> <input type="checkbox"/>                               |

### 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 .....                                     | \$ 1,468,000.00 |
| 2. Net change by Change Orders .....                               | \$ 0.00         |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) .....                         | \$ 1,468,000.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....       | \$ 51,836.00    |
| 5. RETAINAGE:                                                      |                 |
| a. <u>5</u> % of Completed Work                                    | \$ 2,591.80     |
| b. <u>0</u> % of Stored Material                                   | \$ 0.00         |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... | \$ 2,591.80     |
| 6. TOTAL EARNED LESS RETAINAGE .....                               | \$ 49,244.20    |
| (Line 4 Less Line 5 Total)                                         |                 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....                    | \$ 0.00         |
| (Line 6 from prior Certificate)                                    |                 |
| 8. CURRENT PAYMENT DUE .....                                       | \$ 49,244.20    |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE                          |                 |
| (Line 3 less Line 6)                                               | \$ 1,418,755.80 |

| 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   | \$ 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:** Rio Valley Construction, Inc.  
By: [Signature] Date: 10/29/2007  
State of: Texas - Myrtle Ernestine Jones

County of: Hidalgo  
Subscribed and sworn to before  
me this 29 day of October 2007  
[Signature]  
Notary Public: Sandra Settle  
My Commission expires: 01/05/2011

### 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 ..... \$

(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:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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<sup>®</sup> Document G703<sup>™</sup> – 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: 10/29/2007  
APPLICATION DATE: 10/26/2007  
PERIOD TO:  
ARCHITECT'S PROJECT NO:

| A        | B                          | C               | D                                 |  | E           | F                                          | G                                          |          | H                         | I                            |
|----------|----------------------------|-----------------|-----------------------------------|--|-------------|--------------------------------------------|--------------------------------------------|----------|---------------------------|------------------------------|
| ITEM NO. | DESCRIPTION OF WORK        | SCHEDULED VALUE | WORK COMPLETED                    |  | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | %(G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
|          |                            |                 | FROM PREVIOUS APPLICATION (D + E) |  |             |                                            |                                            |          |                           |                              |
| 1,01,000 | Mobilization               | 37,000.00       |                                   |  | 7,400.00    |                                            | 7,400.00                                   | 20.00    | 29,600.00                 | 370.00                       |
| 1,02,000 | Betterment Allowance       | 10,000.00       |                                   |  |             |                                            |                                            |          | 10,000.00                 |                              |
| 1,03,000 | Landscape Allowance        | 5,000.00        |                                   |  |             |                                            |                                            |          | 5,000.00                  |                              |
| 1,04,000 | Structural Steel Allowance | 2,000.00        |                                   |  |             |                                            |                                            |          | 2,000.00                  |                              |
| 1,05,000 | HVAC Allowance             | 2,000.00        |                                   |  |             |                                            |                                            |          | 2,000.00                  |                              |
| 1,06,000 | Plumbing Allowance         | 2,000.00        |                                   |  |             |                                            |                                            |          | 2,000.00                  |                              |
| 1,07,000 | Electrical Allowance       | 2,000.00        |                                   |  |             |                                            |                                            |          | 2,000.00                  |                              |
| 1,08,000 | Dirtwork                   | 48,300.00       |                                   |  | 44,436.00   |                                            | 44,436.00                                  | 92.00    | 3,864.00                  | 2,221.80                     |
| 1,09,000 | Concrete Foundation        | 87,800.00       |                                   |  |             |                                            |                                            |          | 87,800.00                 |                              |
| 1,10,000 | Concrete Columns           | 14,400.00       |                                   |  |             |                                            |                                            |          | 14,400.00                 |                              |
| 1,11,000 | Concrete Walks             | 12,700.00       |                                   |  |             |                                            |                                            |          | 12,700.00                 |                              |
| 1,12,000 | Masonry                    | 209,600.00      |                                   |  |             |                                            |                                            |          | 209,600.00                |                              |
| 1,13,000 | Structural Steel           | 132,800.00      |                                   |  |             |                                            |                                            |          | 132,800.00                |                              |
| 1,14,000 | Millwork                   | 26,400.00       |                                   |  |             |                                            |                                            |          | 26,400.00                 |                              |
| 1,15,000 | Roofing                    | 153,800.00      |                                   |  |             |                                            |                                            |          | 153,800.00                |                              |
| 1,16,000 | Flashing & Dampproofing    | 10,800.00       |                                   |  |             |                                            |                                            |          | 10,800.00                 |                              |
| 1,17,000 | Cavity Insulation          | 5,400.00        |                                   |  |             |                                            |                                            |          | 5,400.00                  |                              |
| 1,18,000 | Waterproofing              | 2,400.00        |                                   |  |             |                                            |                                            |          | 2,400.00                  |                              |
| 1,19,000 | HM Doors & Frames          | 17,300.00       |                                   |  |             |                                            |                                            |          | 17,300.00                 |                              |
| 1,20,000 | Wood Doors                 | 13,700.00       |                                   |  |             |                                            |                                            |          | 13,700.00                 |                              |
| 1,21,000 | Finish Hardware            | 22,900.00       |                                   |  |             |                                            |                                            |          | 22,900.00                 |                              |
| 1,22,000 | Glass & Glazing            | 27,400.00       |                                   |  |             |                                            |                                            |          | 27,400.00                 |                              |
| 1,23,000 | Plaster                    | 23,100.00       |                                   |  |             |                                            |                                            |          | 23,100.00                 |                              |
| 1,24,000 | Drywall & Metal Studs      | 41,200.00       |                                   |  |             |                                            |                                            |          | 41,200.00                 |                              |
| 1,25,000 | Acoustical Ceilings        | 28,900.00       |                                   |  |             |                                            |                                            |          | 28,900.00                 |                              |

CAUTION: You should sign an original AIA Contract Document on which this text appears in RED. An original assures that changes will not be observed.

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# AIA<sup>®</sup> Document G703<sup>™</sup> – 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: 1  
APPLICATION DATE: 10/29/2007  
PERIOD TO: 10/26/2007  
ARCHITECT'S PROJECT NO:

| A        | B                     | C               | D                                 |             | E                                          | F         | G                                          |              | H        | I                         |
|----------|-----------------------|-----------------|-----------------------------------|-------------|--------------------------------------------|-----------|--------------------------------------------|--------------|----------|---------------------------|
|          |                       |                 | WORK COMPLETED                    |             |                                            |           | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C)    |          |                           |
| ITEM NO. | DESCRIPTION OF WORK   | SCHEDULED VALUE | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) |           |                                            |              |          | BALANCE TO FINISH (C - G) |
| 1.26.000 | Ceramic Tile          | 20,800.00       |                                   |             |                                            |           |                                            | 20,800.00    |          |                           |
| 1.27.000 | Resilient Flooring    | 28,800.00       |                                   |             |                                            |           |                                            | 28,800.00    |          |                           |
| 1.28.000 | Painting              | 39,500.00       |                                   |             |                                            |           |                                            | 39,500.00    |          |                           |
| 1.29.000 | Visual Display Boards | 4,000.00        |                                   |             |                                            |           |                                            | 4,000.00     |          |                           |
| 1.30.000 | Toilet Partitions     | 11,900.00       |                                   |             |                                            |           |                                            | 11,900.00    |          |                           |
| 1.31.000 | Flagpole              | 1,700.00        |                                   |             |                                            |           |                                            | 1,700.00     |          |                           |
| 1.32.000 | Signage               | 4,200.00        |                                   |             |                                            |           |                                            | 4,200.00     |          |                           |
| 1.33.000 | Fire Extinguishers    | 1,600.00        |                                   |             |                                            |           |                                            | 1,600.00     |          |                           |
| 1.34.000 | Folding Partition     | 9,600.00        |                                   |             |                                            |           |                                            | 9,600.00     |          |                           |
| 1.35.000 | Toilet Accessories    | 5,800.00        |                                   |             |                                            |           |                                            | 5,800.00     |          |                           |
| 1.36.000 | Projection Screens    | 6,000.00        |                                   |             |                                            |           |                                            | 6,000.00     |          |                           |
| 1.37.000 | Plumbing              | 89,600.00       |                                   |             |                                            |           |                                            | 89,600.00    |          |                           |
| 1.38.000 | Fire Sprinkler System | 28,500.00       |                                   |             |                                            |           |                                            | 28,500.00    |          |                           |
| 1.39.000 | H.V.A.C.              | 106,200.00      |                                   |             |                                            |           |                                            | 106,200.00   |          |                           |
| 1.40.000 | Electrical            | 170,900.00      |                                   |             |                                            |           |                                            | 170,900.00   |          |                           |
|          | Totals                | 1,468,000.00    |                                   | 51,836.00   |                                            | 51,836.00 | 3.53                                       | 1,416,164.00 | 2,591.80 |                           |

CAUTION: You should sign an original AIA Contract Document on which this text appears in RED. An original assures that changes will not be obscured.

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**AI-6340****13.D.1.****Correction to Buy Board awarded vendor for Purchase of Heavy Equipment****CC REGULAR****Date:** 11/06/2007**Submitted By:** Moises Salazar, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Area:** Purchasing Department**Purchasing only:** Prct. 4

---

**Information****CAPTION**

Requesting approval of a correction to agenda item (AI-6145) approved by CC on 10/23/07 for authority to purchase heavy equipment through Hidalgo County's membership and participation with TX-MAS and TASB (Buy Board) awarded vendor's not to exceed approved amounts to reflect the following:

| Change from:           | Change to:               | Item Description | Qty | Unit Price  | Total       |
|------------------------|--------------------------|------------------|-----|-------------|-------------|
| Nueces Power Equipment | Wirtgen America, Inc.    | Asphalt Roller   | 1   | \$89,000.00 | \$89,000.00 |
| Nueces Power Equipment | Cooper Equipment Company | Sweeper          | 1   | \$38,923.00 | \$38,923.00 |

**BACKGROUND**

Previous award was made to Nueces Power Equipment who is the authorized dealership for the above listed Buy Board Awarded Vendors.

---

**Fiscal Impact****FISCAL YEAR:** 2007**ACCT. #:** 7-1336-431-00-124-029-0-742**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance as of 11/02/07 \$134,714.99

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**Attachments**Link: [Sweeper Quote](#)Link: [Roller Quote](#)

---

**Form Routing/Status****Route Seq Inbox****Approved By Date****Status**

1 Purchasing Department Marty Salazar 11/01/2007 03:14 PM

APRV

|   |                     |              |                     |      |
|---|---------------------|--------------|---------------------|------|
| 2 | Budget & Management | Dina Trevino | 11/01/2007 03:33 PM | APRV |
| 3 | Manuel Chapa        | Manuel Chapa | 11/02/2007 02:20 PM | APRV |
| 4 | Auditor's Office    |              | 11/02/2007 04:02 PM | NEW  |

Form Started By: Moises Salazar

Started On: 10/31/2007 01:19 PM

Final Approval Date: 11/02/2007

---

**Vendor Contract Information**

Proposal Documents

**Back****Vendor:** Cooper Equipment Company**Address:** 17474 Judson Road  
San Antonio, TX 78247**Phone:** (210) 657-5151**Contact:** George Cooper**Email:** georgecooper@sbcglobal.net**Federal ID:** 74-1403310**Accepts RFQs:** Yes**Contract:** Construction Equipment, Etc. #268-07**Effective Date:** 10/1/2007**Expiration Date:** 9/30/2010**Payment Terms:** Net 30 days**Delivery Days:** 120**Shipping Terms:** Free Shipping**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Quote Reference Number:** 268-07**Fee Schedule:** 0.02

Etnyre Distributors:1-3,13,15,18-20. Carlson Paver Access,Cimline Tack: 1-3,7-20.

Etnyre Tanks,Chipsreaders:1-3,13-20. Huron Curbers,Puckett Pavers:1-20.

Champion Graders,Midland Conveyors:1-3,6-20. Broce Brooms:1-3,7-13,15,20.

**Regions Served:** LBX Excavator: 1-3,13-20**States Served:** All other states**Vendor Exceptions:** Freight is prepaid and added to invoice.User Name: SALAZARM Agency: COOP Group: Hidalgo County  
Version: BuyBoard 2000**[ Log Off ]**©1996 - 2007 TASB  
ALL RIGHTS RESERVED

**NPE-EDINBURG**

5220 EXP 281 SOU  
EDINBURG, TX 78539  
(956) 702-0066

**To:** HIDALGO COUNTY PCT 4  
1102 N. DOOLITTLE  
EDINBURG, TX 78541  
(956) 383-3112  
Customer #: RHID12

Created: October 17, 2007  
Expiration: October 31, 2007  
Prepared By: VINCENT G. DOMINGUEZ  
Phone #: (956) 330-2273

**Quote Items:**

| Make                          | Model | Description | Serial Number | Unit # | Quantity | Price       | Ext. Price  |
|-------------------------------|-------|-------------|---------------|--------|----------|-------------|-------------|
| BROCE                         | RC350 | 4-W SWEEPER | N/A           |        | 1        | \$39,500.00 | \$39,500.00 |
| BUY-BROARD PRICING            |       |             |               |        |          |             | \$0.00      |
| CAB W/ SAFTY GLASS            |       |             |               |        |          |             | \$0.00      |
| AIR CONDITIONING & heater     |       |             |               |        |          |             | \$0.00      |
| 150 GAL,WATER SPRAY POLY TANK |       |             |               |        |          |             | \$0.00      |
| LIGHT GROUP AMBER BEACON      |       |             |               |        |          |             | \$0.00      |
| EXT AIR CLEANER STACK         |       |             |               |        |          |             | \$0.00      |
| WASHER FRONT SUSPEN SEAT      |       |             |               |        |          |             | \$0.00      |

**Special Instructions:****Terms and Conditions:**

|               |             |
|---------------|-------------|
| Total Units:  | \$39,500.00 |
| Sales Tax:    | \$0.00      |
| Total Amount: | \$39,500.00 |
| Down Payment: | \$0.00      |
| Amount Due:   | \$39,500.00 |

|            |                     |
|------------|---------------------|
| Signature: | Date of Acceptance: |
|------------|---------------------|



# EQUIPMENT COMPANY

17474 Judson Rd. San Antonio, Tx. 78247

Phone: (210) 657-5151 Fax: (210) 657-5871

October 29, 2007

Attn: Mr. Salazar  
Hidalgo County Pct. 4  
1102 N. Dolittle  
Edinburg, Tx 78541  
Phone: (956) 383-3112

Fax Pct. 4: (956) 292-7612

## Quotation

| <u>Qty.</u> | <u>Description</u>                                                                                          | <u>Price</u> |
|-------------|-------------------------------------------------------------------------------------------------------------|--------------|
| 1           | New Broce Broom model RCT 350, Cummins diesel, all standard equipment plus the following equipment options: | \$ 31,045.00 |
|             | Cab....                                                                                                     | \$ 4,075.00  |
|             | Air Conditioner...                                                                                          | \$ 2,600.00  |
|             | 150 gallon water spray system....                                                                           | \$ 1,020.00  |
|             | Light group (turn signals, etc.)...                                                                         | \$ 555.00    |
|             | Strobe light....                                                                                            | \$ 250.00    |
|             | Extension stack for exhaust....                                                                             | \$ 80.00     |
|             | Front windshield washer....                                                                                 | \$ 115.00    |
|             | Suspension seat....                                                                                         | \$ 285.00    |
|             | Total List....                                                                                              | \$ 40,025.00 |
|             | TASB BuyBoard Discount...                                                                                   | \$ 3,202.00  |
|             |                                                                                                             | \$ 36,823.00 |
|             | Freight/PDI....                                                                                             | \$ 2,100.00  |
|             | TASB BuyBoard net delivered price.....                                                                      | \$ 38,923.00 |

NPE is the delivering and servicing dealership.

Please send any p.o. to: TASB BuyBoard Fax: 1-800-211-5454  
Cooper Eq.: 1-210-657-5871

Signed:  George A. Cooper, Pres.

Any warranties on the product sold hereby are those made by the manufacturer. The Seller, Cooper Equipment Company, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Cooper Equipment Company neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

**Vendor Contract Information**

Proposal Documents

[Back](#)**Vendor:** Wirtgen America, Inc.**Address:** 6030 Dana Way  
Antioch, TN 37013**Phone:** (615) 501-0600**Contact:** Bruce Monical**Email:** bmonical@wirtgenamerica.com**Federal ID:** 62-1250621**Accepts RFQs:** Yes**Contract:** Construction Equipment, Etc. #268-07**Effective Date:** 10/1/2007**Expiration Date:** 9/30/2010**Payment Terms:** Net 30 days**Delivery Days:** 120**Shipping Terms:** Free Shipping**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Quote Reference Number:** 268-07**Fee Schedule:** 0.02**Regions Served:** All Texas Regions**States Served:** All other states**Vendor Exceptions:** None**Return Policy:** Each request for return will be handled individually.

**NPE-EDINBURG**

5220 EXP 281 SOUTH  
EDINBURG, TX 78539  
(956) 702-0066

**To:** HIDALGO COUNTY PCT 4  
1102 N. DOOLITTLE  
EDINBURG, TX 78541  
(956) 383-3112  
Customer #: RHID12

Created: October 25, 2007  
Expiration: October 31, 2007  
Prepared By: VINCENT G. DOMINGUEZ  
Phone #: (956) 330-2273

**Quote Items:***Buyboard # 268-07*

| Make                     | Model    | Description    | Serial Number | Unit # | Quantity | Price       | Ext. Price  |
|--------------------------|----------|----------------|---------------|--------|----------|-------------|-------------|
| HAMM                     | HD 75 HV | ASPHALT ROLLER | 1730814       |        | 1        | \$89,600.00 | \$89,600.00 |
| BUY BOARD CONTRACT #     |          |                |               |        |          |             | \$0.00      |
| <i>Wirtgen - WC1024A</i> |          |                |               |        |          |             | \$0.00      |

**Special Instructions:**

Total Units: \$89,600.00  
Sales Tax: \$0.00  
Total Amount: \$89,600.00  
Down Payment: \$0.00  
Amount Due: \$89,600.00

**Terms and Conditions:**

Signature:

Date of Acceptance:

Created: 10/25/2007  
Printed: 10/25/2007

Quotation Number: VGD1374.05  
Page Number: 1



**WIRTGEN AMERICA, INC.**  
6030 Dana Way • Antioch, TN 37013

**\*HAMM COMPACTORS, INC.\***  
Phone: (615) 501-0600 Fax: (615) 501-7450

## MACHINE RELEASE AND DELIVERY NOTIFICATION

**FROM:** B.J. BOYD  
**DATE:** October 25, 2007

**TO:** NORM LIV  
**Fax:** 254-898-1177

**Carrier designated by:** TEXAS FREIGHT – PICK UP ASAP

**CONTACT:** JOYCE/KENNETH  
**PICK UP FROM:** Keen Transport  
651 FM546  
League City, TX 77573  
Tel: 281-337-6600  
Fax: 281-337-6961

|                        |                    |                               |
|------------------------|--------------------|-------------------------------|
| <b>HAMM MODEL HD75</b> | <b>S/N 1730814</b> | <b>w/ ROPS/FOPS ON PALLET</b> |
|------------------------|--------------------|-------------------------------|

Joyce/Kenneth,

Please make sure all MANUALS, KEYS, seat belts, hardware and any other accessories that belong with this machine are included with this shipment and LISTED ON THE BILL OF LADING.

If you are missing any of the above items, or if you have any other problems, please let me know as soon as possible.

**CARRIER DELIVER TO:**

Branch Manager  
Nueces Power Equipment  
5220 Expressway 281 South  
Edinburg, TX 78539  
Tel: 956-702-0066  
877-580-9120  
Fax: 956-782-4448

PO WC1024A

cc: Miller

**AI-6365**

**13.D.2.**

**Pct. 4-Extension-Roy's Hauling Services-Pit Run Caliche-C-06-268-11-07  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Submitted For:** Letty Saenz

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 4

---

**Information**

**CAPTION**

Requesting authority to exercise the additional One (1) Year option to extend as provided in the current contract for "Pitrun Caliche" for Hidalgo County Precinct No. 4, under the same rates, terms and conditions with ROY'S HAULING SERVICES. Effective: 11/18/07 - 11/17/08

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1204-431-00-124-007-0-673

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$32,874.18 as of 11/2/07.

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1204-431-00-124-007-0-731

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$98,694.86 as of 11/1/07.

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By  | Date                | Status |
|-----------|-----------------------|--------------|---------------------|--------|
| 1         | Purchasing Department |              | 11/02/2007 04:02 PM | NEW    |
| 2         | Budget & Management   | Dina Trevino | 11/01/2007 04:16 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan  | 11/02/2007 07:10 AM | APRV   |
| 4         | Auditor's Office      |              | 11/02/2007 04:02 PM | NEW    |

Form Started By: Letty Saenz

Started On: 10/31/2007 03:52 PM

Final Approval Date: 11/02/2007

---

**AI-6316**

**13.E.1.**

**Entry Controller Storage Drive Backup for Co. Wide  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Matilde Faz, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department **Purchasing only:** IT Department

---

**Information**

**CAPTION**

Requesting authority to purchase computer equipment and peripherals from state awarded vendors through our membership/participation with state agencies, divisions, programs and/or cooperative purchasing networks, programs, associations and interlocals: Department of Information Resources Contract-DIR-SDD-258 with NWN CORPORATION through requisition #120901 for the total amount of \$25,990.00.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1336-415-00-200-006-0-745

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Amount available in req #120901 \$25,990.00 as of 11-1-07.

---

**Attachments**

Link: Storage Drive  
Backup for Co. Wide

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 10/31/2007 10:09 AM | APRV   |
| 2         | Budget & Management   | Dina Trevino  | 10/31/2007 02:31 PM | APRV   |
| 3         | Ivan Cantu            | Ivan Cantu    | 11/01/2007 06:47 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong    | 11/01/2007 11:22 AM | APRV   |
| 5         | Joy Hsu               |               | 11/02/2007 04:02 PM | NEW    |

Form Started By: Matilde Faz  
Started On: 10/31/2007 08:35 AM

Final Approval Date: 11/02/2007

---

# Requisition

Req # 00120901

PO #

Date: 10/30/07

*Regular*  
*# 6316*  
*11/6/07*

Bill To: x  
x

Vendor: 350907  
NWN CORPORATION  
271 WAVERLY OAKS RD  
WALTHAM MA 02452  
FAX (281)983-5599

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

Contact: EDNA KIRBY  
956-292-7010

Contract No: DIR-SDD-258

Special Instructions:

| QUANTITY | UOM  | DESCRIPTION                                                                                                                                                                                                                                                                                                                                   | UNIT PRICE                                                              | AMOUNT    |
|----------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-----------|
| 2        | EACH | QUOTE T45474<br>EXPIRES 12/31/07<br>DO NOT DUPLICATE ORDER<br>BB1-ENTRY-1 Controller 4TB W/StorSnap, StorAR, StorStac<br>Manager GUI/CLi, RAID 5 Media Kit<br>Account No _____<br>7-1336-415-00-200-006-0-745<br>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233<br># 47655<br># 47656<br><i>Regular</i><br><i>DIR SDD</i><br><i>258</i> | 12,995.00<br>Encumbrance<br>25,990.00<br>Freight .00<br>Total 25,990.00 | 25,990.00 |

Authorized By: \_\_\_\_\_

- 0007010 000 VIII 04111 000010010

**AI-6370**

**13.E.2.**

**Request for Proposals-Support & Maintenance  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Marty Salazar, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department **Purchasing only:** IT Department

---

**Information**

**CAPTION**

Requesting authority to publish a Request for Proposals for: Support & Maintenance of County Phone System with an initial one (1) term with two (2) - 1 (one) year options to extend with scope of services, requirements to be developed and drafted through the IT Dept.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1334-415-00-200-004-0-745

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 11-2-07 \$30,846.26.

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| <b>Route Seq</b>                | <b>Inbox</b>                       | <b>Approved By</b> | <b>Date</b>                     | <b>Status</b> |
|---------------------------------|------------------------------------|--------------------|---------------------------------|---------------|
| 1                               | Purchasing Department (Originator) | Marty Salazar      | 11/01/2007 04:02 PM             | APRV          |
| 2                               | Budget & Management                | Dina Trevino       | 11/01/2007 04:18 PM             | APRV          |
| 3                               | Ivan Cantu                         | Ivan Cantu         | 11/02/2007 08:13 AM             | APRV          |
| 4                               | Auditor's Office                   |                    | 11/02/2007 04:02 PM             | NEW           |
| Form Started By: Marty Salazar  |                                    |                    | Started On: 10/31/2007 04:11 PM |               |
| Final Approval Date: 11/02/2007 |                                    |                    |                                 |               |

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**AI-6293**

**13.F.1.**

**Hidalgo County "Mailing Services"**  
**CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

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

---

**Information**

**CAPTION**

Requesting authority to advertise for a request for bids and approval of draft specifications as attached hereto for Hidalgo County "Mailing Services" (RFB: 2007-115)

**BACKGROUND**

See Attached Draft Specifications as reviewed and approved by Buildings & Grounds Dept.

Proposed Advertisement Dates: November 10 & 17, 2007

Proposed Bid Opening Date: November 28, 2007

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1100-419-60-115-026-0-350

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available account balance as of 10/31/07 \$ 590.27

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**Attachments**

Link: Draft  
Specifications

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/31/2007 09:46 AM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 10/31/2007 01:07 PM | APRV   |
| 3         | Erika Reyna           | Erika Reyna    | 10/31/2007 02:28 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/01/2007 11:19 AM | APRV   |
| 5         | Court Administrator   | Monica Badillo | 11/01/2007 12:46 PM | APRV   |

Form Started By: Sandra Montalvo

Started On: 10/29/2007 02:52 PM

Final Approval Date: 11/01/2007

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## MEMORANDUM

**To:** Daniel Flores  
Buildings and Grounds, Director

via fax: 318-2648  
via: [daniel.flores@co.hidalgo.tx.us](mailto:daniel.flores@co.hidalgo.tx.us)

**Attn:** Javier Carreon  
Buildings and Grounds, Foreman

via: [javier.carreon@co.hidalgo.tx.us](mailto:javier.carreon@co.hidalgo.tx.us)

**From:** Sandra Montalvo, Buyer  
Purchasing Dept.

**Date:** October 23, 2007

**Re:** Bid No. 2007-115-00-00-SMA-Approval of Specifications for "MAILING SERVICES-HIDALGO COUNTY"

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by marking APPROVE (or) DISAPPROVE and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

|                                                      |                                     |
|------------------------------------------------------|-------------------------------------|
| APPROVE <input checked="" type="checkbox"/>          | DISAPPROVE <input type="checkbox"/> |
| APPROVED WITH MODIFICATIONS <input type="checkbox"/> |                                     |

FUNDS AVAILABILITY: \_\_\_\_\_ YES / \_\_\_\_\_ NO / \_\_\_\_\_ Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 7-1100-419-60-115-024-0-350

  
AUTHORIZED SIGNATURE

Daniel Flores  
PRINTED NAME

10/24/07  
DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or e-mail: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than TUESDAY, OCTOBER 23, 2007 at 5:00p.m.**

Enclosures

# RECEIVED

OCT 26 2007

PURCHASING DEPT.

for 2148

**DRAFT**  
**EXHIBIT “A”**  
**SPECIFICATIONS/REQUIREMENTS**

**HIDALGO COUNTY  
REQUEST FOR BID**

**HIDALGO COUNTY  
“MAILING SERVICES”**

**RFB: 2007-115-11-28-SMA**

**DRAFT**

**EXHIBIT "A"**

**HIDALGO COUNTY  
"MAILING SERVICES"  
BID NO. 2007-115-11-28-SMA**

|                              |
|------------------------------|
| <p><b>SPECIFICATIONS</b></p> |
|------------------------------|

**THE FOLLOWING ARE THE MINIMUM SPECIFICATIONS (AND INFORMATION) FOR  
"MAILING SERVICES" FOR HIDALGO COUNTY:**

1. There will be a daily pick up, bar coding, sorting and delivery (**postage excluded**) of all qualifying U.S. Mail (packages, flats, letters, post cards, etc.), including UPS, Federal Express, Lone Star Overnight, non-freight packages, etc. (at no additional cost), with **no minimum daily quantity, and on an as needed basis.**
2. The postage of all mail will continue to be processed by the Central Mail Room. The standard operating procedure at both the Hidalgo County Courthouse and Administration Building to date has been that the Buildings and Grounds personnel picks up the departments' outgoing mail on a daily basis and delivers it to the Central Mail Room where it is stamped. Vendor shall inform the Central Mail Room personnel of any special mail rates (i.e., postcards, overnight packages, etc.) to ensure that all reduced rates which vendor receives are passed on to Hidalgo County.
3. Mailing Service shall be by an **insured and bonded carrier** and **all** mail will be picked up and delivered on **all** government operating days on a set daily pick up and delivery time (schedule). The departments opting to receive this mail pick up service shall coordinate with service provider. Once a schedule is agreed upon, there shall be no deviations in the routine without the department's prior consent.
4. Mail will be picked up from the Central Mail Room located at the Hidalgo County Courthouse in Edinburg **and all** of the Hidalgo County departments and programs (i.e., satellite locations, WIC Offices, Precinct Offices, CSA, and Head-Start sites, etc) requesting mailing services, on **"as needed basis"**.

# DRAFT

5. The mail will be processed and delivered as applicable (i.e., 1<sup>st</sup> class, standard mail, 3<sup>rd</sup> Class, international, parcel post, priority mail, express mail and USPS bulk rate drop) to the post office location which is most advantageous to Hidalgo County (either the Edinburg or McAllen Post Office) on the same day the mail is picked up.
6. The awarded bidder shall submit to Hidalgo County a detailed monthly invoice of daily mailing services.
7. The awarded bidder shall sort all bar code:
  - a) All qualifying envelopes and flats, from one (1) ounce to one (1) pound;
  - b) Post Cards (at a special mailing rate of defray the bar coding cost); and
  - c) Packages exceeding one (1) pound.

|                               |
|-------------------------------|
| <h2>TERMS AND CONDITIONS</h2> |
|-------------------------------|

1. The initial term of the contract shall be for the period beginning January 1, 2008 and ending on December 31, 2008 and may be extended at the sole discretion of Hidalgo County for an additional one (1) year term under the same rate, terms and conditions.
2. 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.
3. The bidder who is awarded will ensure with a written guarantee that all qualifying mail is picked up and delivered promptly on a daily, and “as needed,” basis.
4. Arrangements will be made by the awarded bidder on the set daily time for mail to be picked up with each of the respective departments of Hidalgo County requesting mailing services.
5. The bidder who is awarded will ensure that all insurance documentation as per Exhibit “C” will be submitted to the Hidalgo County Purchasing Department on a timely manner.

6. Bid prices are to remain firm from BID AWARD DATE through the termination of the contract.
7. All costs and expenses associated with the preparation and submission of RFB's shall be the responsibility of the bidder and not the reimbursements for such charges or expenses shall be passed onto Hidalgo County.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

**ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Monday, November 19, 2007, at 5:00 P.M. at (956) 318-2629.** Responses to said questions will be sent to all participating vendors via facsimile or e-mail by Wednesday, November 21, 2007.

**AI-6329**

**13.F.2.**

**Solar Powered Lights  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

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

---

**Information**

**CAPTION**

Recommending award of bid and approval of contract (subject to legal review) for Hidalgo County Buildings and Grounds-"Solar Powered Lights" for the New Administration Building to sole bidder meeting all specifications and or/requirements as attached hereto . RFB: 2007-345-10-24-SMA

**BACKGROUND**

See attached:

Bid Tabulation Sheet and Draft Contract

---

**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1301-415-00-120-007-0-739

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding is available as of 11/2/07 for pending requisition # 120912 for the amount of \$94,108.00.

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**Attachments**

Link: Draft Contract &  
Bid Tab Sheet

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**Form Routing/Status**

| Route Seq                        | Inbox                 | Approved By    | Date                            | Status |
|----------------------------------|-----------------------|----------------|---------------------------------|--------|
| 1                                | Purchasing Department | Marty Salazar  | 11/01/2007 12:07 PM             | APRV   |
| 2                                | Budget & Management   | Dina Trevino   | 11/01/2007 03:31 PM             | APRV   |
| 3                                | Erika Reyna           | Monica Badillo | 11/02/2007 09:00 AM             | APRV   |
| 4                                | Budget & Management   | Dina Trevino   | 11/02/2007 09:30 AM             | APRV   |
| 5                                | Dale Kennan           | Dale Kennan    | 11/02/2007 10:22 AM             | APRV   |
| 6                                | Auditor's Office      |                | 11/02/2007 04:02 PM             | NEW    |
| Form Started By: Sandra Montalvo |                       |                | Started On: 10/31/2007 10:40 AM |        |

Final Approval Date: 11/02/2007

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# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY BUILDING AND GROUNDS**

**BID OPENING DATE: OCTOBER 24, 2007**

**BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "SOLAR POWERED LIGHTS "**

**BID NO: 2007-345-10-24-SMA**

**BUYER: SANDRA MONTALVO**

| <b>BID #<br/>RFB#</b> | <b>NAME OF COMPANY</b> | <b>UNIT<br/>PRICE</b> | <b>TOTAL PRICE</b> | <b>BID BOND<br/>OR CHECK<br/>INCLUDE</b> |
|-----------------------|------------------------|-----------------------|--------------------|------------------------------------------|
| #1                    | SOL TECHNOLOGIES       |                       | \$94,108.00        | YES                                      |
| #2                    |                        |                       |                    |                                          |
| #3                    |                        |                       |                    |                                          |
| #4                    |                        |                       |                    |                                          |
| #5                    |                        |                       |                    |                                          |
| #6                    |                        |                       |                    |                                          |
| #7                    |                        |                       |                    |                                          |
| #8                    |                        |                       |                    |                                          |
| #9                    |                        |                       |                    |                                          |

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT**  
**C-07-00-00-00**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_\_ ("Company").

WHEREAS, Company responded to notices for bids for "\_\_\_\_\_" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and respectively, and incorporated herein for all purposes (the "Service"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County, on a needed basis, for a \_\_\_\_\_ year term with the County's option to extent an additional \_\_\_\_\_ year term. 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 within Hidalgo County. 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 safety and efficiently provide the Services.

3. This Contract shall be for a period beginning \_\_\_\_\_ and ending on \_\_\_\_\_ and may be extended at the sole discretion of County for an additional ninety (90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend the contract for an additional year.

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

5. As consideration for rendering the Service provided for in this Contract, the County

agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

6. 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.

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

8. 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.

9. 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 for below:

If to County:

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

If to Company:

10. 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.

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

12. 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.

13. 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.

**Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller.

Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS, our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

COUNTY OF HIDALGO

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, County Clerk

COMPANY: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved on Commissioners' Court \_\_\_\_\_

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: \_\_\_\_\_

**AI-6364**

**13.F.3.**

**El Jay Park Construction of Restroom Facility and ADA Ramps  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

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

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**Information**

**CAPTION**

Presentation for discussion, consideration and approval to award proposal(s) received (through Hidalgo County's membership/participation with state, cooperative purchasing programs or interlocal awarded jobs or contractor services for the provision of all labor, materials and related accessories/appurtenances for: "El Jay Park Construction of Restroom Facility and ADA Ramps Project to include the installation of an aerobic septic tank system, in an amount not to exceed \$ \_\_\_\_\_;

**BACKGROUND**

As requested for presentation by Daniel Flores, B&G Director

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding to be provided by Precinct #2.

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq                       | Inbox                 | Approved By | Date                            | Status |
|---------------------------------|-----------------------|-------------|---------------------------------|--------|
| 1                               | Purchasing Department |             | 11/01/2007 04:11 PM             | PEND   |
| 2                               | Budget & Management   |             | 11/01/2007 04:11 PM             | NEW    |
| 3                               | Auditor's Office      |             | 11/01/2007 04:11 PM             |        |
| 4                               | Court Administrator   |             | 11/01/2007 04:11 PM             |        |
| Form Started By: Oscar Garza    |                       |             | Started On: 10/31/2007 03:42 PM |        |
| Final Approval Date: 11/01/2007 |                       |             |                                 |        |

---

**AI-6385**

**13.F.4.**

**Renovations to Roberts Chevrolet building to be used for storage by  
County Clerks Office**

**CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

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

---

**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval to request proposals from job order contractors and/or construction awarded vendors through the County's membership/participation with state, cooperative purchasing programs or interlocals to include, but not limited to, the provision of labor and materials and any other accessories for the repairs and/or renovations to the County owned building, aka, Roberts Chevrolet building. Project #07-432 as needed by the Hidalgo County Clerk for use as a records storage and management facility.

**BACKGROUND**

As presented by Daniel Flores, B&G Director.

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1100-415-40-180-002-0-452

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding is pending transfer AI-6335 in the amount of \$200,000.00.

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**Attachments**

Link: #07-432

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**Form Routing/Status**

| Route Seq                       | Inbox                 | Approved By   | Date                            | Status |
|---------------------------------|-----------------------|---------------|---------------------------------|--------|
| 1                               | Purchasing Department | Marty Salazar | 11/01/2007 04:28 PM             | APRV   |
| 2                               | Budget & Management   | Dina Trevino  | 11/02/2007 08:14 AM             | APRV   |
| 3                               | Dale Kennan           | Dale Kennan   | 11/02/2007 09:22 AM             | APRV   |
| 4                               | Auditor's Office      |               | 11/02/2007 04:02 PM             | NEW    |
| Form Started By: Oscar Garza    |                       |               | Started On: 11/01/2007 04:05 PM |        |
| Final Approval Date: 11/02/2007 |                       |               |                                 |        |

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## BUILDING & GROUNDS County Of Hidalgo

DANIEL FLORES  
Director

To: Oscar Garza, Buyer  
Purchasing Department

From: Daniel Flores, Director   
Buildings and Grounds Department

Re: Pending Project

Date: October 31, 2007

Please be informed the following project is being sent to you to be placed on the agenda for bids to present: for discussion, consideration, acceptance and approval to request proposal and assessment from area job order contractors through the County's membership / participation with purchasing cooperatives; to include but not limited to the provision of labor and materials and any other appurtenances for completion of the existing Robert's Chevrolet building for the County Clerks to use as document storage warehouse.

The account number to be used for this project: 7-1100-415-40-180-002-0-(431) obj. code is in process of getting created.

Thank you for your prompt cooperation with this matter, if in need of additional information please contact me at direct ext. (956)289-7855.

cc:  
Marty Salazar, Purchasing  
Valde Guerra, Budget & Management



DANIEL FLORES  
Director

## BUILDING & GROUNDS County Of Hidalgo

To: Martha Salazar, Purchasing Agent  
Purchasing Dept.

From: Daniel Flores, Director  
Buildings and Grounds

Date: November 1, 2007

Re: Old Roberts Chevrolet Building

### **Scope of Work**

Scope provides labor, equipment and material to renovate the above mentioned project, per scope of work:

#### **Exterior:**

Pressures wash existing exterior brick walls.  
Remove and replace any damaged exterior trim, wood coverings and or siding.  
Paint exterior walls, trim and edging.

#### **Ceiling:**

Reinforce existing joists w/4" steel pipe up to the roof rafters.

#### **HVAC:**

Troubleshoot existing exterior and interior units.

#### **Electrical:**

Run new circuit to existing elevator with disconnect switch.

**Plumbing:**

Cap off unnecessary water and sewer lines as per code.

**Bathrooms:**

Make ADA compliant.

**Doors:**

Remove and replace all door knobs with ADA compliant handles.

**Demo:**

Remove existing electrical panels and plywood walls to accommodate the necessary space needed for storage shelves.

**Finishing:**

Repair minor damage to drywalls and masonry walls in all rooms (i.e....pin holes, scratches, etc) with spackling, calking on drywalls, motor or similar on masonry walls and as needed to prepare walls to receive paint.

All finish of walls and doors should be a Class 5 finish.

Refinish or paint all doors.

Paint all door frames.

Excess glass to be reinforced and covered with 3/4" plywood.

**Roof:**

Patch existing roof hole for water leaks.

If any question arise, please contact at your earliest convenience. Thank-you!

Cc: Valde Guerra, Commissioners Court Executive Officer



DANIEL FLORES  
Director

BUILDING & GROUNDS  
County Of Hidalgo

FAX TRANSMISSION  
COVER SHEET

\*\*\*\*\*  
TO: Marty Salazar

FROM: Javier Carrion

DATE/TIME: 11-1-07 3:40 pm

TOTAL  
PAGES: 3 (4 pages)  
(Including Cover Sheet)

COMMENTS:  
scope of work for Old Roberts Channel  
Building

\*Should you have any problems with the transmission of this fax,  
please contact Javier / Homer at our office  
(956) 289-7850. EX 4358 / EX 4357

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 3966  
CONNECTION TEL 92927612  
SUBADDRESS  
CONNECTION ID  
ST. TIME 10/31 10:32  
USAGE T 00'47  
PGS. SENT 1  
RESULT OK



DANIEL FLORES  
Director

## BUILDING & GROUNDS

County Of Hidalgo

To: Oscar Garza, Buyer  
Purchasing Department

From: Daniel Flores, Director   
Buildings and Grounds Department

Re: Pending Project

Date: October 31, 2007

Please be informed the following project is being sent to you to be placed on the agenda for bids to present: for discussion, consideration, acceptance and approval to request proposal and assessment from area job order contractors through the County's membership / participation with purchasing cooperatives; to include but not limited to the provision of labor and materials and any other appurtenances for completion of the existing Robert's Chevrolet building for the County Clerks to use as document storage warehouse.

The account number to be used for this project: 7-1100-415-40-180-002-0-(431) obj. code is in process of getting created.

Thank you for your prompt cooperation with this matter, if in need of additional information please contact me at direct ext. (956)289-7855.

**AI-6315**

**13.G.1.**

**Computer Purchase  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Matilde Faz, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department **Purchasing only:** Budget & Management

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**Information**

**CAPTION**

Requesting authority to purchase computer equipment and peripherals from state awarded vendors through our membership/participation with state agencies, divisions, program and/or other cooperative purchasing programs, networks, associations or interlocals: Department of Information Resources contract-DIR-SDD-192 with DELL MARKETING L. P. requisition #120639 with a total amount of \$6,644.52

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 71100415141150010745

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding for this purchase is currently reserved with requisition number 120639

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**Attachments**

Link: Computer  
Purchase

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/31/2007 09:55 AM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 10/31/2007 02:28 PM | APRV   |
| 3         | Rey Salazar           | Rey Salazar    | 11/01/2007 09:31 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/01/2007 11:17 AM | APRV   |
| 5         | Court Administrator   | Monica Badillo | 11/01/2007 12:46 PM | APRV   |

Form Started By: Matilde Faz

Started On: 10/31/2007 07:55  
AM

Final Approval Date: 11/01/2007

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**Requisition**  
**BUDGET OFFICER**

Req # 00120639

PO #

Date: 10/25/07

*Regular*  
*# 6315*  
*11/6/07*

Bill To: x  
x

Ship To: BUDGET OFFICER  
100 E. CANO, 1ST FL  
EDINBURG TX 78539

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

Contact: ANGELA GARCIA  
956-292-7025

Contract No:

Special Instructions:

| QUANTITY | UOM  | DESCRIPTION                                                                                                 | UNIT PRICE  | AMOUNT   |
|----------|------|-------------------------------------------------------------------------------------------------------------|-------------|----------|
|          |      | DO NOT DUPLICATE ORDER                                                                                      |             |          |
| 6        |      | OPTIPLEX 745 ULTRA SMALL FORM FACTOR, CORE 2 DUO E6300                                                      |             | .00      |
| 6        |      | NTFS FILE SYSTEM, FACTORY INSTALL (420-3699)                                                                |             | .00      |
| 6        |      | 1.0 GB, NON ECC 667 MHZ DDR2                                                                                |             | .00      |
| 6        |      | BLUETOOTH KEYBOARD AND MOUSE BLACK                                                                          |             | .00      |
| 6        | EACH | DELL 17" INCH ULTRA SHARP 1707FP FLAT PANEL AND ALL IN ONE STAND, DELL OPTIPLEX 745 ULTRA SMALL FORM FACTOR | 1,107.42    | 6,644.52 |
|          |      | Account No _____                                                                                            | Encumbrance |          |
|          |      | 7-1100-415-14-115-001-0-745                                                                                 | 6,644.52    |          |
|          |      |                                                                                                             | Freight     | .00      |
|          |      |                                                                                                             | Total       | 6,644.52 |
|          |      | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233                                                        |             |          |
|          |      | <i># 47649</i>                                                                                              |             |          |
|          |      | <i># 47650</i>                                                                                              |             |          |
|          |      | <i># 47651</i>                                                                                              |             |          |
|          |      | <i># 47652</i>                                                                                              |             |          |
|          |      | <i># 47653</i>                                                                                              |             |          |
|          |      | <i># 47654</i>                                                                                              |             |          |
|          |      | <i>Regular</i><br><i>P/R</i>                                                                                |             |          |

Authorized By: \_\_\_\_\_

ATTN: Dina

292-7027

Ref# 120639

**DELL****QUOTATION**

QUOTE #: 391913370

Customer #: 8937178

Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 10/16/07

Customer Name: COUNTY OF HIDALGO

Date: 10/16/07 10:38:55 AM

|                      |            |                                  |
|----------------------|------------|----------------------------------|
| TOTAL QUOTE AMOUNT:  | \$6,644.52 |                                  |
| Product Subtotal:    | \$6,644.52 |                                  |
| Tax:                 | \$0.00     |                                  |
| Shipping & Handling: | \$0.00     |                                  |
| Shipping Method:     | Ground     | Total Number of System Groups: 1 |

| GROUP: 1                    | QUANTITY: 6                                                                                                            | SYSTEM PRICE: \$1,107.42 | GROUP TOTAL: \$6,644.52 |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------|
| Base Unit:                  | OptiPlex 745 Ultra Small Form Factor, Core 2 Duo E6300/ 1.86GHz, 2M, 1066FSB (222-5923)                                |                          |                         |
| Processor:                  | NTFS File System, Factory Install (420-3699)                                                                           |                          |                         |
| Memory:                     | 1.0GB, Non-ECC, 667MHz DDR2 2x512, OptiPlex 745 and 320 (311-5040)                                                     |                          |                         |
| Keyboard:                   | Bluetooth Keyboard and Mouse Black, English, Dell OptiPlex (310-7987)                                                  |                          |                         |
| Monitor:                    | Dell 17 Inch UltraSharp 1707FP Flat Panel and All in One Stand, OptiPlex 745 Ultra Small Form Factor (320-4968)        |                          |                         |
| Video Card:                 | Integrated Video, GMA3000, Dell OptiPlex 745 (320-5169)                                                                |                          |                         |
| Hard Drive:                 | 80GB SATA 3.0Gb/s and 8MB DataBurst Cache, Dell OptiPlex 320 and 745 (341-4214)                                        |                          |                         |
| Floppy Disk Drive:          | No Floppy Drive, Dell OptiPlex 745 and 755 Ultra Small Form Factor (341-3912)                                          |                          |                         |
| Operating System:           | Windows XP Professional Service Pack 2, with Media, Dell OptiPlex, English, Factory Install (420-8287)                 |                          |                         |
| Operating System:           | Thank you for choosing Dell (310-8617)                                                                                 |                          |                         |
| Mouse:                      | Mouse included with Keyboard purchase (310-1986)                                                                       |                          |                         |
| TBU:                        | RoHS Compliant Lead Free Chassis and Motherboard, Dell OptiPlex (464-1131)                                             |                          |                         |
| CD-ROM or DVD-ROM Drive:    | 8X Slimline DVD-ROM, Data Only with Cyberlink Power2Go, Dell OptiPlex 745 and GX620 Ultra Small Form Factor (313-3757) |                          |                         |
| Speakers:                   | No Speaker, OptiPlex (313-1416)                                                                                        |                          |                         |
| Documentation Diskette:     | Resource CD contains Diagnostics and Drivers for Dell OptiPlex Systems (313-7168)                                      |                          |                         |
| Factory Installed Software: | Energy Smart Settings, Dell OptiPlex (310-8344)                                                                        |                          |                         |
| Service:                    | Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (970-8862)                          |                          |                         |
| Service:                    | Dell Hardware Warranty Plus Onsite Service, Extended Year (985-2498)                                                   |                          |                         |
| Service:                    | Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (980-4900)                          |                          |                         |

|               |                                                                                  |
|---------------|----------------------------------------------------------------------------------|
| Service:      | Dell Hardware Warranty Plus Onsite Service, Initial Year (985-2497)              |
| Service:      | PUB, OptiPlex 3YR Info (983-6648)                                                |
| Service:      | GOLD TECH Support,OPTI,INIT (REL), Dial 1-800-876-3355 for Support (987-1247)    |
| Service:      | GOLD TECH Support,OPTI,2YR EXT (REL), Dial 1-800-876-3355 for Support (987-1258) |
| Installation: | Standard On-Site Installation Declined (900-9987)                                |
| Misc:         | WINDOWS XP STICKER, OPTI/PWS/LAT/INSP/DIM (466-2909)                             |
|               | Type 14 - Keep Your Hard Drive, 3 Years (960-2597)                               |
|               | Mouse Pad (310-3559)                                                             |
|               |                                                                                  |

|                |                      |            |              |
|----------------|----------------------|------------|--------------|
| SALES REP:     | Alex Moring          | PHONE:     | 800-981-3355 |
| Email Address: | alex_moring@dell.com | Phone Ext: | 7242794      |

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at [www.dell.com/quote](http://www.dell.com/quote)

Unless you have a separate agreement with Dell, the terms and conditions found at <http://ftpbox.us.dell.com/slg/resellers/resellertcs.htm> shall govern the sale and resale of the Products and Services referenced in this quotation.

Prices and tax rates are valid in the U.S. only and are subject to change.

**\*\*Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order.**

**Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number.**  
**If you have any questions regarding tax please call 800-433-9019 or email [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com). \*\***

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.  
 Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at [US\\_Dell\\_ARS\\_Requests@dell.com](mailto:US_Dell_ARS_Requests@dell.com). Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee)

**AI-6302**

**13.H.1.**

**Request authority to advertise abandoned and unclaimed items.**

**CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Lisa Vela, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Co. Wide

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**Information**

**CAPTION**

Requesting authority to advertise and approve to auction Abandoned and Unclaimed items on auction list #30 as set forth under Texas Local Government Code, Section 263.152.(a)(1) as detailed on Exhibit "A" attached hereto.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No Impact

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**Attachments**

Link: [Auction List #30](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/31/2007 09:48 AM | APRV   |
| 2         | Budget & Management   | Dina Trevino   | 10/31/2007 02:22 PM | APRV   |
| 3         | Manuel Chapa          | Manuel Chapa   | 11/01/2007 03:13 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/02/2007 07:40 AM | APRV   |
| 5         | Court Administrator   | Monica Badillo | 11/02/2007 07:51 AM | APRV   |

Form Started By: Lisa Vela

Started On: 10/30/2007 12:48 PM

Final Approval Date: 11/02/2007

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HIDALGO COUNTY SHERIFF'S OFFICE  
AUCTION #30

PURDUSANT TO ARTICLE 18/17 . T.C.C.P. . THE HIDALGO COUNTY SHERIFF'S OFFICE IS HEREBY GIVING NOTICE TO OWNERS OF THE ABANDONED AND UNCLAIMED PROPERTY LIST BELOW , THAT IF SUCH PROPERTY IS NOT CLAIMED WITHIN THREE (3) MONTHS FROM THE DATE OF THIS PUBLICATION, SUCH PROPERTY WILL BE SOLD.

THE PROPERTY WILL NOT BE RETURNED TO AN INDIVIDUAL WITHOUT PROOF OF OWNERSHIP AND A CASE REPORT ACCOMPANYING COPY OF POLICE REPORT FROM THE PROPER LAW ENFORCEMENT AGENCY MADE AT THE TIME OF THE OFFENSE. ANYONE WHO BELIEVES HIS OR HER PROPERTY MAY HAVE BEEN RECOVERED BY THE SHERIFF'S OFFICE SHOULD CONTACT THE EVIDENCE TECHNICIAN, MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M. AT (956)-383-8114.

|                                      |          |
|--------------------------------------|----------|
| 1. EASY MULCH LAWN MOWER             | 06-34803 |
| 2. BUTANE TANK                       | 07-12895 |
| 3. BUTANE TANK                       | 07-12895 |
| 4. CRATE W/ ENCYCLOPEIA              | 07-12895 |
| 5. 4-TIRES W/ RIMS                   | 07-12895 |
| 6. EMERSON 13" TV                    | 06-34803 |
| 7. EMERSON 6-CD CHANGER, 2- SPEAKERS | 06-40517 |
| 8. RYOBI HAMMER DRILL                | 06-38160 |
| 9. MAGNAVOX SUB- WOOFER              | 06-34803 |
| 10. MAGNAVOX DVD                     | 06-28945 |
| 11. PIONEER CAR SPEAKERS             | 06-34803 |
| 12. CD CASE W/ CD'S                  | 06-33198 |
| 13. CD W/ CASE                       | 06-41483 |
| 14.                                  |          |
| 15. SONY CASSETTE PLAYER             | 06-34803 |
| 16. BAG W/ DVD'S CD, TAPES           | 06-31049 |
| 17. ORION VCR                        | 06-18896 |
| 18. CD CASE W/ CD'S                  |          |
| 19. POWER BOLC                       | 06-34803 |
| 20. RCA SURROUND SOUND 3-SPEAKERS    | 06-34803 |
| 21. MVP SUPERLINE BUFFER             |          |
| 22. PICTURE FRAME                    | 06-34803 |
| 23. STEP LADDER                      |          |
| 24. CRAFTSMAN 5.0 HP VACUUM          | 06-34803 |
| 25. CRAFTSMAN 3.0 HP VACUUM          | 06-34803 |
| 26. RCA 5- DISK CHANGER              | 06-34803 |

|                                    |          |
|------------------------------------|----------|
| 27. PRO SERIES CAR JACK            | 06-34803 |
| 28. FEATHER LITE WEED EATER        | 06-34803 |
| 29. PHILLIPS AUDIO CONNECTOR       | 06-33198 |
| 30. DE WALT RECEPTICAL SAW         | 06-38144 |
| 31. CRAFTSMAN RECEPTICAL SAW       | 06-3160  |
| 32. SHOWER HEAD                    | 06-33198 |
| 33. EMERSON 15" TV COMBO           | 06-38403 |
| 34. WEST COAST CHOPPER BIKE        | 06-34803 |
| 35. SHOWER HEAD                    | 06-33198 |
| 36. SANYO 20" TV                   | 06-34803 |
| 37.. APEX 35" TV                   | 06-34803 |
| 38. BLACK/ DECKER EDGE TRIMMER     |          |
| 39. DURA BRAND STEREO 2-SPEAKERS   | 06-34803 |
| 40. MAGNAVOX 19" TV                | 06-34803 |
| 41. NINTENDO SYSTEM 2-REMOTES      | 06-34803 |
| 42. HUFFY BIKE                     |          |
| 43. SONY CD PLAYER                 | 06-34803 |
| 44. SONY CASSETTE PLAYER           | 06-34803 |
| 45. SONY CAR STEREO CD             | 06-34803 |
| 46. HYUNDIA CASSETTE               | 06-34803 |
| 47. JVC CASSETTE PLAYER            | 06-34803 |
| 48. JVC CASSETTE PLAYER 3-SPEAKERS | 06-34803 |
| 49. SANYO VCR                      | 06-34803 |
| 50. RAVEN SCOODER                  | 06-34803 |
| 51. CRAFTSMAN CHAIN SAW            | 06-34803 |
| 52. RYOBI CIRCULAR SAW             | 06-34803 |
| 53. BLACK AND DECKER CIRCULAR SAW  | 06-34803 |
| 54. CRAFTSMAN CIRCULAR SAW         | 06-34803 |
| 55. RYOBI RECEPTICAL SAW           | 06-34803 |
| 56. BLACK AND DECKER CIRCULAR SAW  | 06-34803 |
| 57. BLACK AND DECKER JIG SAW       | 06-34803 |
| 58. SKIL JIG SAW                   | 06-34803 |
| 59. JIG SAW MADE IN CHINA          | 06-34803 |
| 60. 7- GALLON AIR TANK             | 06-34803 |
| 61. DURA BAND RADIO                | 06-34803 |
| 62. DE WALT DRILL                  | 06-34803 |
| 63. DE WALT DRILL                  | 06-34803 |
| 64. SANDER                         | 06-34803 |
| 65. DUAL BATTERY CHARGER           | 06-34803 |
| 66. RED COME ALONG TOOL            | 06-34803 |
| 67. VIRTUAL STEREO                 | 06-31649 |
| 68. LENOX STEREO                   | 06-33198 |
| 69. STANLEY TOOL BOX               | 06-34803 |
| 70. APEX DVD PLAYER                | 06-33198 |
| 71. LAMP                           | 06-33198 |
| 72. PORTER CABLE AIR COMPRESSOR    | 06-34803 |

|                                  |          |
|----------------------------------|----------|
| 73. SHARP MICROWAVE              | 06-34803 |
| 74. FEDDER A/C UNIT              | 06-34803 |
| 75. CRAFTSMAN 6.5 HP VACUUM      | 06-34803 |
| 76. SANYO 25" TV                 | 06-34803 |
| 77. RADIO SHACK AMPLIFIER        | 06-34803 |
| 78. PIONEER AMPLIFIER            | 06-34803 |
| 79. SHIN SONIC DVD PLAYER        | 06-34803 |
| 80. SANYO 20" TV                 | 06-34803 |
| 81. PANASONIC 25" TV             | 06-34803 |
| 82. ROCK PORT AMPLIFIER          | 06-34803 |
| 83. FRIGIDAIRE A/C UNIT          | 06-34803 |
| 84. ASSORTED GLASS FIGURES       |          |
| 85. 2-SPEAKERS                   |          |
| 86. 4-RIMS TIRES                 |          |
| 87. SONY 10 CD CHANGER           | 06-34803 |
| 88. MONTGOMERY WARD MICROWAVE    |          |
| 89. SYLVANIA CD/ DVD COMBO       | 06-32840 |
| 90. 5-GALLON SHOP VACUUM         | 06-28801 |
| 91. MURRAY 5.0 HP LAWN MOWER     | 06-27494 |
| 92. BRANCH CLIPPERS              | 06-28964 |
| 93. BASEBALL BAT                 | 06-28945 |
| 94. LIGHT FIXTURES (2)           | 06-29820 |
| 95. CASE CD'S                    |          |
| 96. SPEAKER BOX W/SPEAKERS       |          |
| 97. 8-SAW BLADES                 | 06-28945 |
| 98. ALPINE STEREO                | 06-43455 |
| 99. AM/FM CASSETTE PLAYER        |          |
| 100. JVC CD PLAYER               | 06-43455 |
| 101. CD CASE W/CD'S              | 06-43455 |
| 102. AM/FM SONY COBRA RADIO      | 06-43455 |
| 103. SPEAKER BOX W/2-SPEAKERS    | 06-43455 |
| 104. AUDIO AMPLIFIER             | 07-06206 |
| 105. PIONEER STEREO              | 06-43445 |
| 106. PORTER CABLE AIR COMPRESSOR | 06-33643 |
| 107. SEARS TABLE SAW             | 06-33643 |
| 108. POULAN CHAINSAW W/CASE      | 06-36446 |
| 109. PORTER CABLE SANDER         | 04-09748 |
| 110. POWER WASHER                | 06-36446 |

|                                 |          |
|---------------------------------|----------|
| 111. DRIVE AMPLIFIER            | 06-36446 |
| 112. RALEIGH MOJAVE BIKE        | 06-26430 |
| 113. BLACK & DECKER DRILL PRESS |          |
| 114. STEREO SPEAKER (2)         | 06-19839 |
| 115. AIR PRESSURE HOSE          | 06-38160 |
| 116. SKIL DRILL W/CASE          | 06-36446 |
| 117. AIR PRESSURE HOSE          | 06-38160 |
| 118. AIR PRESSURE HOSE          | 06-38160 |
| 119. AIR PRESSURE HOSE          | 06-38160 |
| 120. AIR PRESSURE HOSE          | 06-38160 |
| 121. AIR PRESSURE HOSE          | 06-38160 |
| 122. AIR PRESSURE HOSE          | 06-38160 |
| 123. WELDER HELMET              | 06-36446 |
| 124. RYOBI CORDLESS CHAINSAW    | 06-36446 |
| 125. GRAY HAMMER                |          |
| 126. BATTERY CHARGER            |          |
| 127. BOLT CUTTERS               | 06-38114 |
| 128. RCA TV 13"                 | 07-00396 |
| 129. VACUUM PUMP                | 06-38144 |
| 130. BLACK & DECKER DRILL       | 06-38160 |
| 131. ORANGE HAMMER              |          |
| 132. PRESSURE NAIL GUN          |          |
| 133. DEWALT GRINDER             |          |
| 134. TORCH WRENCH               |          |
| 135. KENWOOD CASSETTE PLAYER    | 06-01839 |
| 136. WARNING LIGHTS (3)         |          |
| 137. DISCO LIGHT                |          |
| 138. RED BAG W/VHS TAPES        |          |

|                                 |          |
|---------------------------------|----------|
| 139. BAG W/4-PAIR OF BOOTS      |          |
| 140. 5-CD'S                     |          |
| 141. ROCKFORD AMPLIFIER         |          |
| 142. VOLFEXIHAG AMPLIFIER       |          |
| 143. SPEAKER BOX W/SPEAKERS     | 03-27113 |
| 144. MURRAY LAWNMOWER           | 03-19062 |
| 145. MURRAY LAWNMOWER           | 03-19062 |
| 146. RAMPAGE CD PLAYER          | 06-09863 |
| 147. ALPINE CD PLAYER           | 04-01344 |
| 148. JVC CD CHARGER             | 06-09863 |
| 149. SKILL SAW                  | 04-31951 |
| 150. BAG W/VHS TAPES            | 05-34447 |
| 151. .35MM CAMERA               | 04-31951 |
| 152. CAR BATTERY DIE HARD       | 04-31951 |
| 153. DEWALT DRILL               | 06-09863 |
| 154. RIDGID VACUUM              | 06-18896 |
| 155. PORTABLE GAS STOVES        |          |
| 156. PORTABLE GAS STOVES        |          |
| 157. HAMITON BEACH COFFEE MAKER |          |
| 158. CRAFTSMAN SET              | 06-20735 |
| 159. CENTREL PNEUMATIC TOOL BOX | 06-20735 |
| 160. .35MM CANNON CAMERA        | 06-20735 |
| 161. BLACK TOOL BOX W/TOOLS     |          |
| 162. POWER COMPASSEDOR          |          |
| 163. SPEED CHARGER              |          |
| 164. SKIL SAW W/CASE            | 06-20735 |
| 165. BLUE BATTERY CHARGER       | 06-31951 |
| 166. TELESCOPE W/CASE           | 06-20735 |
| 167. CANNON CAMERA W/GRN CASE   | 04-31951 |
| 168. SAMSUNG DVD PLAYER         | 06-18896 |
| 169. APEX CD/DVD PLAYER         | 06-18896 |
| 170. JVC CD PLAYER              |          |
| 171. BROWN PURSE                |          |
| 172. KENWOOD CD PLAYER          | 07-00396 |
| 173. RAMPAGE 500WATT AMP        | 06-20735 |
| 174. HOME THEATER SYSTEM        | 06-18896 |
| 175. JENSON 600WATT AMP         | 06-20735 |
| 176. FOOD SAVER                 |          |
| 177. BOWLING BALL W/BAG         | 04-31951 |
| 178. PLASTIC BAG W/BOOTS        |          |
| 179. SILVER TEA SET             |          |

180. ATARI W/4-CONTROLS

05-31754

**AI-6314**

**13.H.2.**

**standing item**

**CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Nielda Cavazos, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Co. Wide

---

**Information**

**CAPTION**

HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS

Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s).

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>                       | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|------------------------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management                | Dina Trevino       | 10/31/2007 09:29 AM | APRV          |
| 2                | Dale Kennan                        | Dale Kennan        | 10/31/2007 09:53 AM | APRV          |
| 3                | Purchasing Department (Originator) | Marty Salazar      | 10/31/2007 09:55 AM | APRV          |
| 4                | Auditor's Office                   | Linda Fong         | 11/01/2007 11:00 AM | APRV          |
| 5                | Court Administrator                | Monica Badillo     | 11/01/2007 12:46 PM | APRV          |

Form Started By: Nielda Cavazos

Started On: 10/31/2007 07:01 AM

Final Approval Date: 11/01/2007

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**AI-6352**  
**BCAP PRECINCT NO 2**  
**CC REGULAR**

**13.I.1.**

**Date:** 11/06/2007

**Submitted By:** Laura Moya, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** CAP  
Pct.2

---

**Information**

**CAPTION**

Requesting authority to advertise for Road & Drainage Construction of North Alamo and Northside Village #2 Subdivision. Project Carried By: R. Gutierrez.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** 7-1311-431-00-122-494-1-733 & 734

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

**BUDGETARY IMPACT:**

Available in 733 is \$58,018.06 and in 734 is \$123,288.38 as of 11/2/07.

**FISCAL YEAR:** **ACCT. #:** 7-1311-431-00-122-503-1-733 & 734

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

**BUDGETARY IMPACT:**

Available in 733 is \$30,924.10 and in 734 is \$57,430.46 as of 11/2/07.

---

**Attachments**

Link: CAP Pct 2-Request  
to advertise for North  
Alamo and Northside

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 11/01/2007 03:15 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino  | 11/01/2007 03:43 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan   | 11/02/2007 08:11 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong    | 11/02/2007 08:19 AM | APRV   |
| 5         | Mike Escaname         | Mike Escaname | 11/02/2007 09:58 AM | APRV   |
| 6         | Linda Fong            |               | 11/02/2007 04:02 PM | NEW    |

Form Started By: Laura Moya  
Started On: 10/31/2007 02:49 PM

Final Approval Date: 11/02/2007



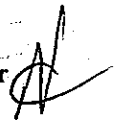


## Hidalgo County Border Colonias Access Program

### 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: 31 October 2007

Subject: Request to Advertise North Alamo Village and Northside Village #2 CSJ's:  
2C1080494 and 2C1080503

---

Marty, please advertise the above-mentioned items for this coming weekend. Both projects are being carried by R. Gutierrez Engineering, Inc. The projects are located in Precinct 2.

Please contact the R. Gutierrez Engineering, Inc. firm to provide them with the Bid No.

The account numbers are: North Alamo Village 7-1311-431-00-122-494-0-733 & 734 and Northside Village #2 7-1311-431-00-122-503-1-733 & 734.

If you have any questions, please advice.

Thanks,

**AI-6355**  
**BCAP PRECINCT NO 2**  
**CC REGULAR**

**13.I.2.**

**Date:** 11/06/2007

**Submitted By:** Laura Moya, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** CAP  
Pct.2

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**Information**

**CAPTION**

Presentation for discussion, consideration and action on a recommendation by project engineer R. Gutierrez Engineering to award to the lowest bidder meeting all specifications for bid No CAP-07-030-10-24 Road Construction of Roadrunner Estates #2 Subdivision and approval of contract subject to legal review and TXDOT approval.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1311-431-00-122-620-0-734

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$ 88,503.01 available balance as of 11/02/07 - Subdivision Streets

\$109,156.19 available as of 11/02/07 - Drainage Ditches

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**Attachments**

Link: [BCAP Memo](#)

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**Form Routing/Status**

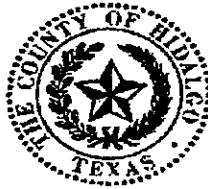
| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 11/01/2007 03:17 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino  | 11/01/2007 03:45 PM | APRV   |
| 3         | Rey Salazar           | Rey Salazar   | 11/02/2007 01:17 PM | APRV   |
| 4         | Auditor's Office      |               | 11/02/2007 04:02 PM | NEW    |

Form Started By: Laura Moya

Started On: 10/31/2007 02:59 PM

Final Approval Date: 11/02/2007

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## 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  
Yolanda Cisneros, Accounts Payable Precinct 2  
Charlie Contreras, Special Projects Coordinator Precinct 2  
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director *[Signature]*

DATE: 1 November 2007

Subject: Recommendation of Award – Roadrunner #2 Subdivision; CSJ: 2C1080620 a  
Round II Colonias Projects

---

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 13<sup>th</sup> November 2007.

Precinct 2 is requesting approval to award to lowest responsive bidder the contract for the above referenced Border Colonias Access Program project. The project engineer, R. Gutierrez Engineering, Inc. is recommending Sascon, Inc. of McAllen, TX as the lowest responsive bidder with a bid amount of \$79,189.00.

Three bids were received for this project. the bidders submitting bids were Closner Construction, TRC Utilities and Sascon, Inc.

Account number is 7-1311-431-00-122-620-0-733 & 734.

This project will be a combine project between County force account and the contractor.

If you have any questions, please advice.

Thanks,

*Award pending TXDOT  
concurrence  
[Signature]*

---

## R. Gutierrez Engineering Corporation

October 24, 2007

Agapito Vargas  
Border Colonia Access Roads Program Coordinator  
301 E. State Street  
Pharr, TX 78577

RE: Recommendation for Award – Roadrunner No. 2 Subdivision  
Project No: ENG05.012

Dear Mr. Vargas:

On Wednesday, October 24, 2007, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above project. Three (3) bids were received for this project. The low base bid was for **\$79,189.00**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **Sascon, Inc.** from McAllen, Texas in the amount of **\$79,189.00**.

The lowest responsive bidder, Sascon, Inc., did not acknowledge the Addendum No. 1 in his bid package, however, the information in the addendum was to clarify some issues that were already covered in the bid specifications. As such, the information in the addendum would not necessarily have an impact on the amount of the bid submitted.

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

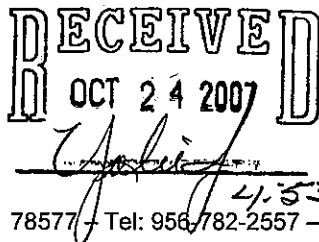
Sincerely,



Ramiro Gutierrez, P.E.  
President

Attach

cc: Project Files



# PLAN HOLDERS LIST ROADRUNNER #2

Bid Number: CAP-07-030-10-24-LRM

Prebid Conf. Wednesday, October 17, 2007 @ 2:00 p.m.

Location: Hidalgo Co. Purchasing Department 2812 S. Business 281, Edinburg, TX

Bid Opening: Wednesday, October 24, 2007 @ 9:30 am

Location: Hidalgo Co. Purchasing Department Conference Room, 2812 S. Business 281, Edinburg, TX

ENG05.012I

Deposit Amount: \$75.00

| Bid Set No. | Company                         | Contact Person   | Address                  | City        | State | Zip Code | Phone        | Fax          | Addendum |   |   |   |   | Date Issued | Deposit |           |
|-------------|---------------------------------|------------------|--------------------------|-------------|-------|----------|--------------|--------------|----------|---|---|---|---|-------------|---------|-----------|
|             |                                 |                  |                          |             |       |          |              |              | 1        | 2 | 3 | 4 | 5 |             | Check   | Cash N.A. |
| 1           | R. Gutierrez Engineering        | Ramiro Gutierrez | 130 E. Park              | Pharr       | TX    | 78577    | 956-782 2557 | 956-782 2558 |          |   |   |   |   |             |         |           |
| 2           | Hidalgo County PCT #2           | Agapito Vargas   | 301 E. State St.         | Pharr       | TX    | 78577    | 956-787-1891 | 956-787-4683 |          |   |   |   |   | 10-08       |         |           |
| 3           | Hidalgo County                  | Laura R Moya     | 2812 S. Bus 281          | Edinburg    | TX    | 78539    | 959-318-2626 | 956-318-2629 |          |   |   |   |   | 10-08       |         |           |
| 4           | A.G.C.                          | Perry Voughn     | 6918 W. Expressway 83    | Harlingen   | TX    | 78552    | 956-423-4091 | 956-423-0174 |          |   |   |   |   | 10-08       |         |           |
| 5           |                                 |                  |                          |             | TX    |          |              |              |          |   |   |   |   |             |         |           |
| 6           | The Builder's Exchange of Texas | Jennette         | 4047 Naco Perrin Ste 100 | San Antonio | TX    | 78217    | 210-564 6900 | 210-564 6902 |          |   |   |   |   | 10-08       |         |           |
| 7           | ER Paving Company               | Efrain Gonzalez  | 29073 Nelson Rd          | San Benito  | TX    | 78586    | 956-357-1249 | 956-399-9754 |          |   |   |   |   | 10-09       |         |           |
| 8           | Garza Septic tank & Utilities   | Jacobo Garza     | 7337 Owassa Rd           | Edinburg    | TX    | 78539    | 956-739-1000 | 956-781-3867 |          |   |   |   |   | 10-10       |         |           |
| 9           | Closner Const.                  | Albert Closner   | PO Box 2707              | Laredo      | TX    | 78044    | 956-202-1844 | 956-797-0576 |          |   |   |   |   | 10-16       |         |           |
| 10          | Amtek Panroom & Eng. Rpt.       | John Rugh        | 7801 N Lamar Suite A137  | Austin      | TX    | 78752    | 512-323-0508 | 512-323-0920 |          |   |   |   |   | 10-15       |         |           |
| 11          | JM Construction                 | Juan Mendoza     | 3701 Jade St             | Weslaco     | TX    | 78596    | 956-205-8224 | 956-514-4955 |          |   |   |   |   | 10-16       |         |           |
| 12          | Ecarn                           | Abel Cisneros    |                          |             |       |          | 956-638-6173 |              |          |   |   |   |   | 10-18       |         |           |
| 13          |                                 |                  |                          |             |       |          |              |              |          |   |   |   |   |             |         |           |
| 14          | TRC Utilities                   | Mel Ortiz        |                          |             |       |          | 956-583-8900 | 956-583-8912 |          |   |   |   |   | 10-23       |         |           |

R. Gutierrez Engineering Corporation  
130 E. Park Avenue  
Pharr, Texas 78577

10/24/2007

**BID TABULATION**  
**ROADRUNNER 2 SUBDIVISION**

**DATE:** 10/24/07  
**TIME:** 9:30 A.M.  
**LOCATION:** HIDALGO COUNTY PURCHASING DEPARTMENT

| Item Number                   | Estimated Quantity | Unit | Item Description                       | CLOSNER CONST. CO. |                  | SASCON, INC |                  | TRC UTILITIES |                   |
|-------------------------------|--------------------|------|----------------------------------------|--------------------|------------------|-------------|------------------|---------------|-------------------|
|                               |                    |      |                                        | Unit Bid           | Total Bid        | Unit Bid    | Total Bid        | Unit Bid      | Total Bid         |
| 402                           | 228.00             | LF   | Trench Excavation Protection           | \$ 10.00           | \$ 2,280.00      | \$ 4.00     | \$ 912.00        | \$ 25.00      | \$ 5,700.00       |
| 432                           | 15.00              | CY   | Concrete Riprap (CL C)                 | \$ 475.00          | \$ 7,125.00      | \$ 200.00   | \$ 3,000.00      | \$ 125.00     | \$ 1,875.00       |
| 464                           | 189.00             | LF   | RCP (CL III) (18")                     | \$ 35.00           | \$ 6,615.00      | \$ 29.00    | \$ 5,481.00      | \$ 38.00      | \$ 7,182.00       |
| 465                           | 3.00               | EA   | Inlet (Ty A)                           | \$ 2,275.00        | \$ 6,825.00      | \$ 2,900.00 | \$ 8,700.00      | \$ 4,500.00   | \$ 13,500.00      |
| 529                           | 7,257.00           | LF   | Concrete Curb & Gutter (Ty A)(Barrier) | \$ 9.75            | \$ 70,755.75     | \$ 8.00     | \$ 58,056.00     | \$ 10.00      | \$ 72,570.00      |
| 530                           | 76.00              | SY   | Driveways (CONCRETE)                   | \$ 58.75           | \$ 4,465.00      | \$ 40.00    | \$ 3,040.00      | \$ 63.00      | \$ 4,788.00       |
| <b>TOTAL BASE BID AMOUNT:</b> |                    |      |                                        |                    | <b>98,065.75</b> |             | <b>79,189.00</b> |               | <b>105,615.00</b> |

98,785.75

# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: COLONIA ACCESS PROGRAM PROJECT - HIDALGO COUNTY PRECINCT NO. 2**

**BID OPENING DATE: October 24, 2007**

**BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION OF ROADRUNNER #2" (PROJECT CARRIED BY: R. GUTIERREZ ENGINEERING)**

**BID NO: CAP- 07-030-10-24-LRM**

| RFB NO. | NAME OF COMPANY     | BID FOR ROAD CONSTRUCTION                                | ACKNOWLEDGMENT OF ADDENDUM | BID BOND/ CASHIER'S CHECK |
|---------|---------------------|----------------------------------------------------------|----------------------------|---------------------------|
| 1.      | Closer Construction | correct amt is \$98,065.75<br>written on bid \$95,785.75 | √                          | Bid Bond                  |
| 2.      | TRC Utilities       | \$105,615.75                                             | √                          | Bid Bond                  |
| 3.      | Sascon Inc          | \$79,189.00                                              | √                          | Bid Bond                  |
| 4.      |                     |                                                          |                            |                           |
| 5.      |                     |                                                          |                            |                           |
| 6.      |                     |                                                          |                            |                           |
| 7.      |                     |                                                          |                            |                           |
| 8.      |                     |                                                          |                            |                           |
| 9.      |                     |                                                          |                            |                           |
| 10.     |                     |                                                          |                            |                           |



**BIDDER'S ACKNOWLEDGMENT**

Bid for  
**HIDALGO COUNTY COLONIA ACCESS PROGRAM –  
ROAD & DRAINAGE CONSTRUCTION OF ROADRUNNER #2 SUBDIVISION(S)  
HIDALGO COUNTY  
BID NO: CAP-07-030-10-24-LRM**

To: Martha L. Salazar. Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Business 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Closner Construction Co. LC

Address: 2809 W EXP 83  
LAFERIA, TX 78559

By: Jai C

Printed Name: Jaime Closner

Title: President

**BID PROPOSAL FOR  
HIDALGO COUNTY COLONIA ACCESS PROGRAM –  
ROAD & DRAINAGE CONSTRUCTION OF LJ #1 SUBDIVISION(S)  
BID NO: CAP-07-030-10-24-LRM**

Martha L. Salazar. Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Business 281  
Edinburg, Texas 78539

Dear Ms. Salazar:

Pursuant to the foregoing "**Advertisement for Bids**", Notice and Instructions to Bidders for **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD & DRAINAGE CONSTRUCTION OF ROADRUNNER #2 SUBDIVISION(S)** located **Hidalgo County Precinct 2**, the undersigned **Bidder** having examined the plans and specifications with related documents and carefully read same, and having visited the site of the proposed work, hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and supplies to construct the project in accordance with the contract documents within the time set forth herein and at the price stated below and noted in the following pages (Note: Only those bid items identified shall be considered as pay items, all other work shall be incidental to bid items):

Estimated quantities are provided for information only.

BID PROPOSAL FORM  
HIDALGO COUNTY COLONIA ACCESS PROGRAM  
ROAD CONSTRUCTION OF ROADRUNNER 2 SUBDIVISION

| Item Number                                                                                                             | Estimated Quantity | Unit | Item Description with Unit Bid Price in Words                                                                     | Unit Price (in figures) | Total (in figures)  |
|-------------------------------------------------------------------------------------------------------------------------|--------------------|------|-------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------|
| 402                                                                                                                     | 228.00             | LF   | Trench Excavation Protection<br><u>ten</u> Dollars and<br><u>Zero</u> Cents<br>Per Linear Foot                    | \$ <u>10.00</u>         | \$ <u>2,280.00</u>  |
| 432                                                                                                                     | 15.00              | CY   | Concrete Riprap (CL C)<br><u>four hundred seventy five</u> Dollars and<br><u>Zero</u> Cents<br>Per Cubic Yard     | \$ <u>475.00</u>        | \$ <u>7,125.00</u>  |
| 464                                                                                                                     | 189.00             | LF   | RCP (CL III) (18")<br><u>thirty five</u> Dollars and<br><u>Zero</u> Cents<br>Per Linear Foot                      | \$ <u>35.00</u>         | \$ <u>6,615.00</u>  |
| 465                                                                                                                     | 3.00               | EA   | Inlet (Ty A)<br><u>two thousand two hundred seventy five</u> Dollars and<br><u>Zero</u> Cents<br>Per Each         | \$ <u>2,275.00</u>      | \$ <u>6,825.00</u>  |
| 529                                                                                                                     | 7,257.00           | LF   | Concrete Curb & Gutter (Ty A)(Barrier)<br><u>nine</u> Dollars and<br><u>Seventy five</u> Cents<br>Per Linear Foot | \$ <u>9.75</u>          | \$ <u>70,755.75</u> |
| 530                                                                                                                     | 76.00              | SY   | Driveways (CONCRETE)<br><u>fifty eight</u> Dollars and<br><u>Seventy five</u> Cents<br>Per Square Yard            | \$ <u>58.75</u>         | \$ <u>4,465.00</u>  |
| Total Base Bid Amount<br><u>ninety five thousand Seven Hundred Eighty five</u> Dollars and<br><u>Seventy five</u> Cents |                    |      |                                                                                                                   | \$ _____                | \$ <u>95,185.75</u> |

### Bid Proposal From (Continued)

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 30 calendar days. The Contractor further agrees to pay, as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in the Construction Contract.

Enclosed with this Proposal is a Cashier's Check or Certified Check for

\_\_\_\_\_ Dollars (\_\_\_\_\_)

or a Bid Bond in the sum of \_\_\_\_\_

Dollars ( 5% (TAB) ), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

|     | DATE            | ACKNOWLEDGE |
|-----|-----------------|-------------|
| #1. | <u>10/17/07</u> | _____       |
| #2. | _____           | _____       |
| #3. | _____           | _____       |
| #4. | _____           | _____       |

Respectfully submitted,

Closner Construction Co. LC  
Name of Firm

By: [Signature] 10/22/07  
Signature Date

President  
Title

2809 WEXP 83  
Address

La Feria, TX 78559

797-0785  
Telephone Number

**THIS PROPOSAL MUST BE  
SIGNED BY AN OFFICER OF  
REPRESENTATIVE DULY  
AUTHORIZED BY THE BIDDER.**

(Seal, if BID is by a Corporation)

Attest \_\_\_\_\_

## **ADDENDUM NO. 1**

July 18, 2007

### **"ROAD CONSTRUCTION OF ROADRUNNER NO. 2 SUBDIVISION FOR HIDALGO COUNTY PRECINCT TWO"**

**BID NO.: CAP-07-030-10-24-LRM**

**Bid Opening Date: Wednesday, October 24, 2007**

#### **PLEASE NOTE CHANGES AS FOLLOWS:**

**1. Clarification of items discussed during Pre-Bid Meeting are as follows:**

- Attention is called to the "Construction General Notes" on page 46 of the bid documents that explain the sequence of construction for the project. The sequence of construction will require the Contractor to "move-in" to the project four (4) times.
- Hidalgo County Pct 2 forces will construct the base to be close to the proposed grade and to meet compaction requirements prior to the Contractor constructing the curb and gutter. The Contractor will be required to cut the base to grade prior to constructing the curb and gutter. If additional base is required to bring the base to proper grade, the County will construct the additional base and obtain the proper compaction beneath the curb and gutter. Any excess base material, removed by the Contractor to bring the base to grade, will be spread out across the road.

- 2. Pages 3 and 4 "Request for Bids" are voided and replaced with the Pages 3 and 4 "Request for Bids" attached herewith. The deposits of \$75.00 will be non-refundable to match the advertisement in the newspaper.**

October 17, 2007

RE: ADDENDUM NO. 1  
FOR BID No: CAP--07-030-10-24-LRM  
"ROAD CONSTRUCTION OF  
ROADRUNNER NO. 2 SUBDIVISION  
FOR HIDALGO COUNTY PRECINCT  
TWO"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1** in connection with "HIDALGO COUNTY PCT No. 2" - request for sealed bids for "ROAD CONSTRUCTION OF ROADRUNNER NO. 2 SUBDIVISION FOR HIDALGO COUNTY PRECINCT TWO."

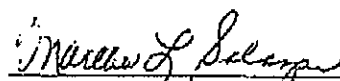
Please add this **ADDENDUM NO. 1** to your packet so as to permit your company to submit a complete bid. See original bid packet REQUEST FOR BIDS page 3.

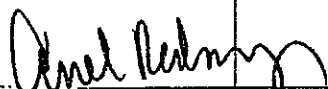
Acknowledge receipt of **ADDENDUM No. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

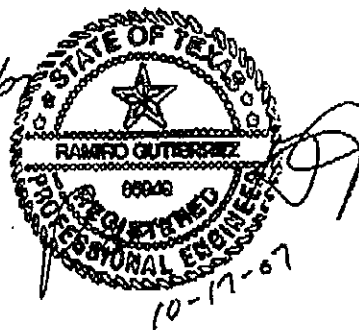
Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for "ROAD CONSTRUCTION OF ROADRUNNER NO. 2 SUBDIVISION FOR HIDALGO COUNTY PRECINCT TWO."

Thank you for your prompt attention on this matter.

  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY:   
ADDENDUM NO. 1  
ACKNOWLEDGEMENT OF RECEIPT

  
Ramiro Gutierrez, P.E.  
R. Gutierrez Engineering Corporation



I, Jaime Closner, acknowledge receipt of ADDENDUM NO. 1 dated, October 17, 2007, for BID NO: CAP-07-030-10-24-LRM - "ROAD CONSTRUCTION OF ROADRUNNER NO. 2 SUBDIVISION FOR HIDALGO COUNTY PRECINCT TWO".

Closner Construction Co. LLC

Printed Bidder Name

10-22-07

Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR  
PACKET, IN ORDER TO COMPLETE THE BID.....**

**NON-COLLUSION AFFIDAVIT OF  
PRIME BIDDER**

State of        Texas  
County of     Hidalgo

Jaime Closner being first duly sworn, deposes and says that

- (1) He is President, of  
Closner Construction Co., LG the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:
- (3) Such bid is genuine and is not a collusive or sham Bid:
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

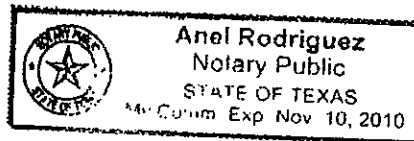
(Signed) \_\_\_\_\_

President  
(Title)

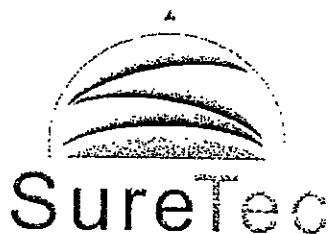
Subscribed and sworn to before me this 23

day of October, 2007

Anel Rodriguez  
Notary Public



My Commission expires: Nov. 10, 2010



**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we Closner Construction Co., LC as principal, hereinafter called the "Principal," and SURETEC INSURANCE COMPANY, 5000 Plaza on the Lake, Suite 290, Austin, TX 78746, as surety, hereinafter called the "Surety," are held and firmly bound unto Hidalgo County Precinct 2 as obligee, hereinafter called the "Obligee," in the sum of (5%) percent of the amount of the bid submitted by Principal, not to exceed Five Percent Greatest Amount Bid Dollars (\$5% G.A.B.) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the principal has submitted a bid for Roadrunner #2 Subdivision.

**NOW, THEREFORE**, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 24th day of October, 20 07.

Closner Construction Co., LC  
(Principal)

BY: [Signature]

TITLE: President

SureTec Insurance Company

BY: [Signature]

Jennifer Garza, Attorney-in-Fact

# SureTec Insurance Company

## THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

### Statutory Complaint Notice

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099

You may also write to the Surety at:

SureTec Insurance Company  
5000 Plaza on the Lake, Suite 290  
Austin, TX 78746

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### Important Notice Regarding Terrorism Risk Insurance Act of 2002

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: SureTec Insurance Company, U. S. Specialty Insurance Company, and any other company that is added to SureTec Insurance Company for which surety business is underwritten by SureTec Insurance Company ("Issuing Sureties").

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

The actual coverage provided by your bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, penalties, limits, other provisions of your bond and the underlying contract, any endorsements to the bond and generally applicable rules of law. This Important Notice Regarding Terrorism Insurance Risk Act of 2002 is for informational purposes only and does not create coverage nor become a part or condition of the attached document.

### Exclusion of Liability for Mold, Mycotoxins, and Fungi

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

*Know All Men by These Presents*, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Robert R. Garza, Robert Garza, Richard Garza, Jennifer L. Garza, Mary Martinez of Mercedes, Texas its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Hundred Thousand and no/100 Dollars (\$500,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until August 31, 2008 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999)

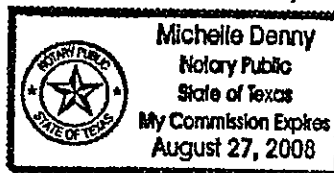
*In Witness Whereof*, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.

State of Texas ss:  
County of Harris



SURETEC INSURANCE COMPANY  
By: [Signature]  
Bill King, President

On this 20th day of June, A.D. 2005 before me personally came Bill King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Michelle Denny, Notary Public  
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of October, 20 07, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**BIDDER'S ACKNOWLEDGMENT**

**Bid for  
HIDALGO COUNTY COLONIA ACCESS PROGRAM –  
ROAD & DRAINAGE CONSTRUCTION OF ROADRUNNER #2 SUBDIVISION(S)  
HIDALGO COUNTY  
BID NO: CAP-07-030-10-24-LRM**

To: Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Business 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: SATSEB TIE

Address: 5200 N 26TH

EDINBURG TX 78541

By: H. H. SKLASS

Printed Name: H. H. SKLASS

Title: 123456789

**BID PROPOSAL FOR  
HIDALGO COUNTY COLONIA ACCESS PROGRAM –  
ROAD & DRAINAGE CONSTRUCTION OF LJ #1 SUBDIVISION(S)  
BID NO: CAP-07-030-10-24-LRM**

Martha L. Salazar. Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Business 281  
Edinburg, Texas 78539

Dear Ms. Salazar:

Pursuant to the foregoing "Advertisement for Bids", Notice and Instructions to Bidders for **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD & DRAINAGE CONSTRUCTION OF ROADRUNNER #2 SUBDIVISION(S)** located **Hidalgo County Precinct 2**, the undersigned Bidder having examined the plans and specifications with related documents and carefully read same, and having visited the site of the proposed work, hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and supplies to construct the project in accordance with the contract documents within the time set forth herein and at the price stated below and noted in the following pages (Note: Only those bid items identified shall be considered as pay items, all other work shall be incidental to bid items):

Estimated quantities are provided for information only.

## ROAD CONSTRUCTION OF ROADRUNNER 2 SUBDIVISION

Seventy Nine Thousand One Dollars and  
Hundred Eighty Nine Cents \$ 79,189<sup>00</sup>  
 Total Base Bid Amount

### Bid Proposal From (Continued)

The undersigned Bidder agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 30 calendar days. The Contractor further agrees to pay, as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in the Construction Contract.

Enclosed with this Proposal is a Cashier's Check or Certified Check for

Dollars (\_\_\_\_\_)

or a Bid Bond in the sum of 5% TAB  
Dollars (\_\_\_\_\_), which is agreed shall be collected and retained by the Owner under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

|     | DATE  | ACKNOWLEDGE |
|-----|-------|-------------|
| #1. | _____ | _____       |
| #2. | _____ | _____       |
| #3. | _____ | _____       |
| #4. | _____ | _____       |

Respectfully submitted,

SASCON INC  
Name of Firm

By: [Signature] 10-19-07  
Signature Date

**THIS PROPOSAL MUST BE  
SIGNED BY AN OFFICER OF  
REPRESENTATIVE DULY  
AUTHORIZED BY THE BIDDER.**

[Signature]  
Title

5200 N 26th  
Address

MC Millen TR 78004

(Seal, if BID is by a Corporation)

952-682 3454  
Telephone Number

Attest [Signature]



FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
HOME OFFICES: P.O. BOX 1227 BALTIMORE, MD 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Sascon Inc.  
5200 N 26th Ln (Here insert the name and address or legal title of the Contractor)  
McAllen, TX 78504

\_\_\_\_\_, as Principal, (hereinafter called the "Principal"),  
Fidelity and Deposit Co of MD  
and Colonial American Casualty & Surety Co, of Baltimore, Maryland, a corporation duly organized  
(Here insert the name of the Surety)

under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety") are held and firmly bound unto  
Hidalgo County Precinct No 2  
(Here insert the name and address or legal title of the Owner)

Edinburg, TX

\_\_\_\_\_, as Obligor, (hereinafter called the "Obligor"),  
in the sum of Five Percent of Greatest Amount of Bid Dollars (5.5% of G.A.B.),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ROAD CONSTRUCTION - ROAD RUNNER SUBDIVISION

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a contract  
with the Obligor in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding  
or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
into such contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed  
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good  
faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void,  
otherwise to remain in full force and effect.

Signed and sealed this 18TH day of October A.D. 2007

Oralia Ramos  
Witness

[Signature] (SEAL)  
Principal  
[Signature]  
Title

☒ FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
☒ COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

Lisa Gibson  
Witness

By B. J. Fox (SEAL)  
Surety  
Title

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint C. Don BOWMAN, Phillip Lee FOX and Richard E. DOOLEY, all of McAllen, Texas, EACH his true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its doer and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of ONE MILLION DOLLARS (\$1,000,000) EXCEPT bonds on behalf of Independent Executors, Community Survivors and Continuity Guardians. and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of C. Don Bowman, Phillip Lee Fox, Richard E. Dooley, dated February 7, 1996.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 11th day of August, A.D. 2003.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



*T. E. Smith*

T. E. Smith

Assistant Secretary

By:

*Paul C. Rogers*

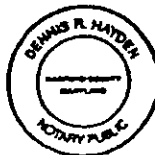
Paul C. Rogers

Vice President

State of Maryland } ss:  
City of Baltimore }

On this 11th day of August, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Dennis R. Hayden*

Dennis R. Hayden

Notary Public  
My Commission Expires: February 1, 2005

**BIDDER'S ACKNOWLEDGMENT**

**Bid for  
HIDALGO COUNTY COLONIA ACCESS PROGRAM –  
ROAD & DRAINAGE CONSTRUCTION OF ROADRUNNER #2 SUBDIVISION(S)  
HIDALGO COUNTY  
BID NO: CAP-07-030-10-24-LRM**

To: Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Business 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: T.R.C. utilities  
Address: 2100 W. Mile 1 South  
Hission TX 78572  
By: Mel Ortiz  
Printed Name: Mel Ortiz  
Title: Project Manager

**BID PROPOSAL FOR  
HIDALGO COUNTY COLONIA ACCESS PROGRAM –  
ROAD & DRAINAGE CONSTRUCTION OF LJ #1 SUBDIVISION(S)  
BID NO: CAP-07-030-10-24-LRM**

Martha L. Salazar. Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Business 281  
Edinburg, Texas 78539

Dear Ms. Salazar:

Pursuant to the foregoing "**Advertisement for Bids**", Notice and Instructions to Bidders for **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD & DRAINAGE CONSTRUCTION OF ROADRUNNER #2 SUBDIVISION(S)** located **Hidalgo County Precinct 2**, the undersigned **Bidder** having examined the plans and specifications with related documents and carefully read same, and having visited the site of the proposed work, hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and supplies to construct the project in accordance with the contract documents within the time set forth herein and at the price stated below and noted in the following pages (Note: Only those bid items identified shall be considered as pay items, all other work shall be incidental to bid items):

Estimated quantities are provided for information only.

BID PROPOSAL FORM  
HIDALGO COUNTY COLONIA ACCESS PROGRAM  
ROAD CONSTRUCTION OF ROADRUNNER 2 SUBDIVISION

| Item Number | Estimated Quantity | Unit | Item Description with Unit Bid Price in Words                                                                         | Unit Price (in figures)     | Total (in figures)             |
|-------------|--------------------|------|-----------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------------|
| 402         | 228.00             | LF   | Trench Excavation Protection<br><u>twenty five</u><br>Dollars and<br>Cents<br>Per Linear Foot                         | \$ <u>25<sup>00</sup></u>   | \$ <u>5700<sup>00</sup></u>    |
| 432         | 15.00              | CY   | Concrete Riprap (CL C)<br><u>One hundred twenty five</u><br>Dollars and<br>Cents<br>Per Cubic Yard                    | \$ <u>125<sup>00</sup></u>  | \$ <u>1875<sup>00</sup></u>    |
| 464         | 189.00             | LF   | RCP (CL III) (18")<br><u>thirty eight</u><br>Dollars and<br>Cents<br>Per Linear Foot                                  | \$ <u>38<sup>00</sup></u>   | \$ <u>7182<sup>00</sup></u>    |
| 465         | 3.00               | EA   | Inlet (Ty A)<br><u>fourty five</u><br>Dollars and<br>Cents<br>Per Each                                                | \$ <u>4500<sup>00</sup></u> | \$ <u>13,500<sup>00</sup></u>  |
| 529         | 7,257.00           | LF   | Concrete Curb & Gutter (Ty A)(Barrier)<br><u>ten</u><br>Dollars and<br>Cents<br>Per Linear Foot                       | \$ <u>10<sup>00</sup></u>   | \$ <u>72,570<sup>00</sup></u>  |
| 530         | 76.00              | SY   | Driveways (CONCRETE)<br><u>Sixty three</u><br>Dollars and<br>Cents<br>Per Square Yard                                 | \$ <u>63<sup>00</sup></u>   | \$ <u>4788<sup>00</sup></u>    |
|             |                    |      | <u>one hundred five thousand six hundred fifteen</u><br><u>- 0 -</u><br>Dollars and<br>Cents<br>Total Base Bid Amount | \$ <u>105,615</u>           | \$ <u>105,615<sup>00</sup></u> |

### Bid Proposal From (Continued)

The undersigned Bidder agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 30 calendar days. The Contractor further agrees to pay, as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in the Construction Contract.

Enclosed with this Proposal is a Cashier's Check or Certified Check for

\_\_\_\_\_ Dollars (\_\_\_\_\_) or a Bid Bond in the sum of 50% Dollars (5,250.00), which is agreed shall be collected and retained by the Owner under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

|     | DATE            | ACKNOWLEDGE |
|-----|-----------------|-------------|
| #1. | <u>10-23-07</u> | <u># 1</u>  |
| #2. | _____           | _____       |
| #3. | _____           | _____       |
| #4. | _____           | _____       |

Respectfully submitted,

**THIS PROPOSAL MUST BE  
SIGNED BY AN OFFICER OF  
REPRESENTATIVE DULY  
AUTHORIZED BY THE BIDDER.**

T.R.C. utilities  
Name of Firm

By: [Signature] 10-23-07  
Signature Date

Project Manager  
Title

8100 W. Mile 1 South  
Address

Mission, TX 78572

(Seal, if BID is by a Corporation)

(956) 583-8900  
Telephone Number

Attest \_\_\_\_\_

I, T.P.C. Utilities, acknowledge receipt of ADDENDUM NO. 1 dated, October 17, 2007, for BID NO: CAP-07-030-10-24-LRM - "ROAD CONSTRUCTION OF ROADRUNNER NO. 2 SUBDIVISION FOR HIDALGO COUNTY PRECINCT TWO".

Mel Ortiz  
Printed Bidder Name

10-23-07  
Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET, IN ORDER TO COMPLETE THE BID.....**

**NON-COLLUSION AFFIDAVIT OF  
PRIME BIDDER**

State of Texas  
County of Hidalgo

Hel Ortiz being first duly sworn, deposes and says that

- (1) He is Project Manager, of  
TRC U, LTD the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

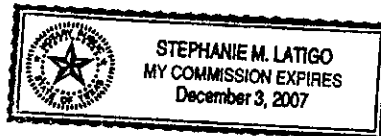
Project Manager  
(Title)

Subscribed and sworn to before me this 24th

day of October, 2007

Stephanie M. Latigo  
Notary Public

My Commission expires: 12/3/07



# THE AMERICAN INSTITUTE OF ARCHITECTS

HOUSTOUN, WOODARD, EASON, GENTLE  
TOMFORDE AND ANDERSON, INC  
DBA INSURANCE ALLIANCE  
1776 Yorktown, Suite 200  
Houston, Texas 77056-4114  
I.D. #1381



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we TRCU, Ltd.  
as Principal, hereinafter called the Principal, and International Fidelity Insurance Company  
a corporation duly organized under the laws of the State of New Jersey  
as Surety, hereinafter called the Surety, are held and firmly bound unto Hidalgo County

as Obligee, hereinafter called the Obligee, in the sum of five percent (5%) of amount bid  
Dollars (\$ 5% A.B.), for the payment of which sum well and truly to be made, the said Principal and the said  
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for Hidalgo Pct. 2 Road/Drainage - Roadrunner #2 Sub

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a  
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be  
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such  
Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of  
the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the  
Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger  
amount for which the Obligee may in good faith contract with another party to perform the Work covered by said  
bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of October, 2007.

Horacio D. Garcia  
(Witness)

TRCU, Ltd.

Michael Cole  
(Principal)

(Seal)

Project Manager  
(Title)

International Fidelity Insurance Company

Michael Cole  
(Surety)

(Seal)

Michael Cole

Attorney-in-Fact

Sharon Cavanaugh  
(Witness)

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

## FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

HARLAN J. BERGER, MICHAEL COLE, CHERYL R. COLSON, JO ANN PARKER, SHARON CAVANAUGH,  
SUE KOHLER, ANDREW J. JANDA, LELAND L. RAUCH, DONALD E. WOODARD, JR., C.W. ADAMS

Houston, TX.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



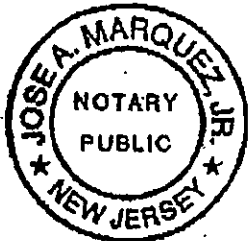
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

STATE OF NEW JERSEY  
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

*Sharon A. Cavanaugh*  
Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

*Jose A. Marquez, Jr.*

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 24th day of October, 2007

*Maria H. Franco*  
Assistant Secretary

**AI-6351**

**13.I.3.**

**BCAP PRECINCT NO 2**

**CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Laura Moya, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** CAP  
Pct.2

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**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance, and approval of Request for Application for Payment No 2 in the amount of \$86,371.20, from Jimmy Closner & Sons Construction Company contracted vendor for Southfork Estates Subdivision submitted by project engineer Hinojosa Engineering Inc. C-CAP-07-010-03-27

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1311-431-00-122-683-0-733/734

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

funding was secured with PO# 592005

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**Attachments**

Link: [pymt no 2](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By   | Date                | Status |
|-----------|-----------------------|---------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar | 11/01/2007 03:15 PM | APRV   |
| 2         | Budget & Management   | Dina Trevino  | 11/01/2007 03:42 PM | APRV   |
| 3         | Rey Salazar           | Rey Salazar   | 11/02/2007 01:06 PM | APRV   |
| 4         | Auditor's Office      |               | 11/02/2007 04:02 PM | NEW    |

Form Started By: Laura Moya  
Started On: 10/31/2007 02:48 PM

Final Approval Date: 11/02/2007

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4551

## 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  
Charlie Contreras, Special Projects Coordinator  
Yolanda Cisneros, Accounts Payable Clerk  
Rosanna Schettino, HCCAP Auditor  
HCCAP County Wide Files

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

DATE: 25 October 2007

Subject: Application for Payment No.2 – Southfork Estates CSJ: 2C1080683

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Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 5<sup>th</sup> November 2007.

Precinct 2 is requesting approval of Application for Payment No.2 for the above-referenced Round II CAP Project in the amount of \$86,371.20. The contractor is Jimmy Closner and Sons Construction Company, Inc and the project is carried by Hinojosa Engineering, Inc.

Account numbers: 7-1311-431-00-122-683-0-733 & 734.

Interlocal Cooperative Agreement is in place for this project effective 27<sup>th</sup> February 2007. The City of Pharr will incur all cost above the TXDOT Allocation for this project.

If you have any questions, please advice.

Thanks,

*memo purchasing agenda item paymt 2 southfork estates*

# APPLICATION FOR PAYMENT NO. 2

To: Hidalgo County (OWNER)  
 From: Jimmy Closner & Sons Construction Co., Inc. (CONTRACTOR)  
 Contract: CAP-07-010-0327  
 Project: South Fork Estates Paving and Drainage Improvements  
 OWNER's Contract No. CAP-07-010-0327 ENGINEER's Project No. 06-216  
 For Work accomplished through the date of: 10/25/2007

|                                                                   |    |            |
|-------------------------------------------------------------------|----|------------|
| 1. Original Contract Price:                                       | \$ | 396,381.95 |
| 2. Net change by Change Orders and Written Agreements (+ or -):   | \$ | -          |
| 3. Current Contract Price (1 plus 2):                             | \$ | 396,381.95 |
| 4. Total completed and stored to date:                            | \$ | 177,305.00 |
| 5. Retainage (per Agreement):                                     |    |            |
| 10% % of completed Work:                                          | \$ | 17,730.50  |
| 0 % of stored material:                                           | \$ | -          |
| Total Retainage:                                                  | \$ | 17,730.50  |
| 6. Total completed and stored to date less retainage (4 minus 5): | \$ | 159,574.50 |
| 7. Less previous Application for Payments:                        | \$ | 73,203.30  |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):                       | \$ | 86,371.20  |

Accompanying Documentation:

*Handwritten signature and date: 10.25.07*

## CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 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 10-25-07

Jimmy Closner & Sons

CONTRACTOR

By: *Handwritten signature*

State of Texas

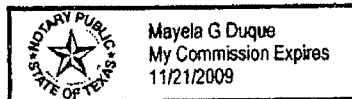
County of Hidalgo

Subscribed and sworn to before me this 25

day of October, 2007

*Mayela G Duque*  
 Notary Public

My Commission expires: 11/21/2009



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 10-25-07

HINOJOSA ENGINEERING INC - RICARDO HINOJOSA  
 ENGINEER

By: *Handwritten signature: Ricardo Hinojosa*

**AI-6307**

**14.A.**

**Certification of WC Claims paid by Tristar Risk Management  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Flora Vazquez, SAFETY/WORKERS' COMP. DIVISION

**Department:** SAFETY/WORKERS' COMP. DIVISION

**Agenda Area:** Budget and Management

---

**Information**

**CAPTION**

Workers' Compensation Division:

Approval of reimbursement to the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of \$ 71,425.97 for the period of 10/01-15/2007 and requesting approval of wire transfer.

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

Link: Certification of WC

Claims paid by Tristar

Link: Invoice & Breakdown  
by Organization

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 10/30/2007 03:13 PM | APRV   |
| 2         | Dale Kennan           | Dale Kennan    | 10/31/2007 07:34 AM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 10/31/2007 09:49 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/01/2007 11:13 AM | APRV   |
| 5         | Court Administrator   | Monica Badillo | 11/01/2007 12:46 PM | APRV   |

Form Started By: Flora Vazquez  
Started On: 10/30/2007 02:39 PM

Final Approval Date: 11/01/2007

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HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION  
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT  
FOR THE PERIOD OF: October 1-15, 2007.

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$ 71,425.97

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 317840-318081) on behalf of injured employees from 10/01/2007 to 10/15/2007:

- |     |                                     |                     |
|-----|-------------------------------------|---------------------|
| 1). | Hidalgo County                      | \$ <u>57,678.67</u> |
| 2). | Hidalgo County Headstart Program    | \$ <u>13,747.30</u> |
| 3). | Community Service Agency            | \$ <u>00.00</u>     |
| 4). | Hidalgo County Urban County Program | \$ <u>00.00</u>     |
| 5). | Drainage District #1                | \$ <u>00.00</u>     |

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT \$ 71,425.97

Budget Office/Workers' Comp. Division is requesting approval of this payment on the Commissioners' Court Agenda of October 23, 2007

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: \$ < 270,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Mellon Bank in California. (estimate) \$ 128,574.03

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register to ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Mellon Bank in California) no later than the 10<sup>th</sup> day of the following month.

\_\_\_\_\_  
Commissioner's Court Approval

\_\_\_\_\_  
Date

Tristar Risk Management No.2  
100 Oceangate Suite #700  
Long Beach, CA 90802  
(562) 495-6600  
TIN: 68-0165539

October 15, 2007

Hidalgo County Workers Compensation Fund  
100 E. Cano, 2nd Fl.  
Edinburg, TX 78539  
Flora Vazquez  
Director of Risk Management

L HIDAL.WC  
Invoice Number: 15465

---

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billing for losses paid 71,425.97  
10/1/07 to 10/15/07 are in accordance with our contract with Hidalgo County Exhibit A,  
dated July 1st. (Check# 317840-318081)

---

TOTAL CURRENT CHARGES \$ 71,425.97

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Previous Balance Due \$186,725.01

Payments and Credits

|          |                              |             |
|----------|------------------------------|-------------|
| 10/04/07 | Payment received - thank you | 37,097.74CR |
| 10/12/07 | Payment received - thank you | 35,077.05CR |

---

Total Payments and Credits \$ 72,174.79CR

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Total Balance Due \$185,976.19

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Due Upon Receipt

If you have any questions or need wire instructions, please call:  
(562) 495-6682

INVOICE RECEIVED BY:

RC on 10-22-07

GOODS/SERVICES RECEIVED BY:

Hidalgo County on 10-22-07

## Custom Payment Total

Hidalgo County WC Losses Paid 10/1/07 to 10/15/07

| Processed | Check Date | Chk/Vchr # | Claim Number | Claimant | Incident | Transaction Type | Payee | Dates of Service | Method | Amount |
|-----------|------------|------------|--------------|----------|----------|------------------|-------|------------------|--------|--------|
|-----------|------------|------------|--------------|----------|----------|------------------|-------|------------------|--------|--------|

**Alternate Organization 1 : Headstart****Alternate Organization 1 Total: 136****13,747.30****Alternate Organization 1 : Hidalgo County****Alternate Organization 1 Total: 384****57,678.67****Grand Total: 520****71,425.97**HIDALGO COUNTY  
WORKERS' COMP.  
2007 OCT 22 PM 3 36

**AI-6318**

**14.B.**

**District Clerk Transfers & Budget Amendment  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

District Clerk:

1. Approval of 2007 appropriation of funds for the County Records Management & Preservation Fund (1238) to fund Lone Star Shredding & Document Storage Co. services in the total amount of \$7,949.29.
2. Approval of 2007 interfund transfer from County Wide Administration - Contingency (1100) to County Records Management & Preservation Fund (1238) to fund Lone Star Shredding & Document Storage Co. services in the total amount of \$34,959.71.
3. Approval of 2007 interdepartmental transfer from County Wide Administration - Contingency to District Clerk's office (1100) to fund various year-end expenditures in the total amount of \$19,516.11.

**BACKGROUND**

1. Budget Amendment needed to fund Lone Star Shredding & Document Storage Co. Services, object code 350.
2. Interfund transfer needed to fund the remaining amount of \$34,959.71 for the Lone Star Shredding & Document Storage Co. services (object code 350) as requested by the District Clerk (letter dated 10-17-07, received on 10-17-07 by DBM). Total amount requested is \$35,909.00 (and corrected to \$42,909.00).
3. Interdept transfer needed for end of year expenditures (various), object codes 550, 601, 602, 666, & 746 as requested by District Clerk (letters dated 10-16 & 17,2007 received by DBM on 10-16-07 & 10-17-07).

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1238-412-00-090-003-0-350

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation of funds in the amount of \$7,949.29 for contractual services for lone star shredding co. Available fund balance as of 10-31-07 \$7,949.29.

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1XXX-4XX-0X-XXX-00X-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

7-1100-415-00-115-002-0-899 --> 7-1238-412-00-090-003-0-350 \$34,959.71, Available Balance as of 11/1/07 \$2,623,074.21.

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1100-41X-00-XXX-00X-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

7-1100-415-00-115-002-0-899 ---> 7-1100-412-00-090-001-0-XXX \$19,516.11,  
Available Balance as of 11-01-07 \$2,623,074.21 (please see attached transfer for all object codes).

---

**Attachments**

Link: Budget Amendment  
DC fund 1238

Link: 2007 Interfund  
(1100 to 1238)

Link: 6318 Interdept  
transfer DC 10-31-07

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**Form Routing/Status**

| Route Seq | Inbox                   | Approved By   | Date                | Status |
|-----------|-------------------------|---------------|---------------------|--------|
| 1         | Ivan Cantu (Originator) | Ivan Cantu    | 10/31/2007 10:15 AM | APRV   |
| 2         | Budget & Management     | Dina Trevino  | 10/31/2007 03:00 PM | APRV   |
| 3         | Dale Kennan             | Dale Kennan   | 11/01/2007 09:00 AM | APRV   |
| 4         | Purchasing Department   | Marty Salazar | 11/01/2007 12:04 PM | APRV   |
| 5         | Auditor's Office        |               | 11/01/2007 12:04 PM | NEW    |
| 6         | Court Administrator     |               | 11/01/2007 12:04 PM |        |

Form Started By: Ivan Cantu

Started On: 10/31/2007 08:47 AM

Final Approval Date: 11/01/2007

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**DATE:** October 31, 2007

**DEPARTMENT HEAD:** VALDE GUERRA

**DEPARTMENT NAME:** DEPT OF BUDGET & MGMT C/O COUNTY RECORDS MANAGEMENT & PRESERVATION

**ACCOUNT NUMBER:** FUND 1238 - County Records Management & Preservation

**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     |
|----------------------------------|-----------------------------------------|------------|
| 7-1238-412-00-090-003-0      350 | DC COUNTY REC MGMT-CONTRACTUAL SERVICES | \$7,949.29 |
|                                  |                                         |            |
|                                  |                                         |            |
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|                                  |                                         |            |
| TOTAL BUDGET INCREASE (DECREASE) |                                         | 7,949.29   |

**REASON: TO APPROPRIATE FUNDS FOR CONTRACTUAL SERVICES FOR LONE STAR SHREDDING & DOCUMENT STORAGE CO. FOR THE DISTRICT CLERK'S OFFICE**

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**DATE:** October 31, 2007

**AI # 6318**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department Of Budget & Management for the County Records  
Mgmt & Preservation - Fund 1238

**ACCOUNT NUMBER:** 7-1238-412-00-090-003-0-350

**SUBJECT:** **Interfund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government  
Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interfund transfer/s (transfer in/out) (increase/decrease) in  
accordance with Local Government Code, Chapter 111, Subchapter C.

| INCREASE/DECREASE<br>ACCOUNT NUMBER                        | ACCOUNT (OBJECT)<br>NAME                         | AMOUNT      |
|------------------------------------------------------------|--------------------------------------------------|-------------|
| FROM                                                       |                                                  |             |
| 7-1100-415-00-115-002-0- 899                               | CO WIDE ADM.- CONTINGENCY                        | (34,959.71) |
| 7-1100-491-01-000-238-0- 891                               | TRANSFERS OUT- COUNTY RECORDS MGMT & PRESERVATIO | 34,959.71   |
|                                                            |                                                  |             |
| TO                                                         |                                                  |             |
| 7-1238-412-00-090-003-0- 350                               | DC COUNTY REC MGMT-CONTRACTUAL SERVICES          | 34,959.71   |
| 7-1238-391-01-000-100-0 000                                | TRANSFERS IN-GENERAL FUND                        | 34,959.71   |
|                                                            |                                                  |             |
|                                                            |                                                  |             |
|                                                            |                                                  |             |
|                                                            |                                                  |             |
|                                                            |                                                  |             |
|                                                            |                                                  |             |
| GENERAL FUND (1100) TOTAL BUDGET INCREASE (DECREASE)       |                                                  | 0.00        |
| DC COUNTY REC MGMT (1238) TOTAL BUDGET INCREASE (DECREASE) |                                                  | 34,959.71   |

**REASON:** **INTERFUND TRANSFER FROM COUNTY WIDE CONTINGENCY (1100) TO COUNTY RECORDS MGMT  
& PRESERVATION (1238) TO FUND CONTRACTUAL SERVICES FOR LONE STAR SHREDDING &  
DOCUMENT STORAGE CO. FOR THE DISTRICT CLERK'S OFFICE.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

DATE:     October 31, 2007

AI 6318

DEPARTMENT HEAD:     Valde Guerra

DEPARTMENT NAME:     Department of Budget & Management c/o District Clerk's office

ACCOUNT NUMBER:     7-1100-412-00-090-001-0- XXX

SUBJECT:    Inter-departmental Transfer/s in Accordance with Local Government  
              Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

| INCREASE / DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME                   | AMOUNT      |
|---------------------------------------|--------------------------------------------|-------------|
| FROM                                  |                                            |             |
| 7-1100-415-00-115-002-0   899         | CO WIDE ADMIN - CONTINGENCY                | (19,516.11) |
|                                       |                                            |             |
| TO                                    |                                            |             |
| 7-1100-412-00-090-001-0- 550          | DISTRICT CLERK-     PRINTING & BINDING     | 7,000.00    |
| 7-1100-412-00-090-001-0- 601          | DISTRICT CLERK-     OFFICE SUPPLIES        | 500.00      |
| 7-1100-412-00-090-001-0- 602          | DISTRICT CLERK-     PAPER SUPPLIES         | 1,000.00    |
| 7-1100-412-00-090-001-0- 666          | DISTRICT CLERK-     MINOR OFFICE FURNITURE | 2,904.26    |
| 7-1100-412-00-090-001-0- 746          | DISTRICT CLERK-     OFFICE FURNITURE       | 8,111.85    |
|                                       |                                            |             |
|                                       |                                            |             |
|                                       |                                            |             |
|                                       |                                            |             |
|                                       |                                            |             |
|                                       |                                            |             |
|                                       |                                            |             |
|                                       |                                            |             |
| TOTAL BUDGET INCREASE (DECREASE)      |                                            | 0.00        |

REASON:

INTER-DEPT TRANSFER FROM COUNTYWIDE CONTINGENCY TO DISTRICT CLERK TO FUND END OF YEAR EXPENDITURES IN THE OBJECT CODES NOTED ABOVE.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**AI-6313**

**14.C.**

**COPsync software & grant  
CC REGULAR**

**Date:** 11/06/2007  
**Submitted By:** Joel Rivera, CONSTABLE PCT. #1  
**Submitted For:** Joel Rivera  
**Department:** CONSTABLE PCT. #1  
**Agenda Area:** Budget and Management

---

**Information**

**CAPTION**

Constable Pct. #1:  
Discussion, consideration, and approval to enter into a Non-Binding Grant Contingency Agreement between PostInk Technology, L.P. and Hidalgo County Constable Pct. 1 in order for Post-Ink Technology, L.P. to write (draft) any applicable grant application for the Copsync software on behalf of the Constable Pct. 1 office. No cash match required.

**BACKGROUND**

This is a really good project that addresses the entire problem that IT and the Constables have been trying to solve for sometime. The software has report writing, civil case management, criminal history check capability, integration into the current counties warrant tracking system (ABLEterm), and will fall in line with what the Cities of Weslaco and Mercedes (as well as others) are going to. The Software is interoperability compliant, as well as numerous other pluses. The company asks questions about our department and tailors a grant document to our needs. The company prepares the document sends it to us for our review and WE send it off after our approval. The company assures me of a sky high increase in productivity, which is something I have to agree with after seeing thier demo. In the end each officer will have a laptop capable of solving the cell phone problem (reliable communications), reduce dependancy and demand on the sheriff's office, civil case management (a major plus), and so many other logistical problems.

Cash match will be determined depending on the type of grant application drafted and submitted as per Joel Rivera from Constable Pct. 1 (IC 10-31-07)

---

**Fiscal Impact**

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**Attachments**

Link: [grant agreement](#)  
Link: [COPsync1](#)  
Link: [COPsync2](#)

---

**Form Routing/Status**

Route Seq Inbox

Approved By Date

Status

|   |                       |               |                     |      |
|---|-----------------------|---------------|---------------------|------|
| 1 | Budget & Management   | Dina Trevino  | 10/31/2007 09:27 AM | APRV |
| 2 | Ivan Cantu            | Ivan Cantu    | 11/01/2007 06:39 AM | APRV |
| 3 | Dina Trevino          | Dina Trevino  | 11/02/2007 01:10 PM | APRV |
| 4 | Purchasing Department | Marty Salazar | 11/02/2007 01:16 PM | APRV |
| 5 | Auditor's Office      |               | 11/02/2007 04:02 PM | NEW  |

Form Started By: Joel Rivera

Started On: 10/30/2007 05:14  
PM

Final Approval Date: 11/02/2007

---

## **NON-BINDING GRANT CONTINGENCY AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between PostInk Technology, L.P. (“PostInk”) and Hidalgo County Constable's Office, Precint 1, a County Law Enforcement Agency (“Agency”). PostInk and Agency shall be collectively referred to as the Parties.

WHEREAS, the Parties agree as follows:

1. PostInk is a software development company that has produced a software program called COPsync used by law enforcement agencies to collect, store, share data and compile reports.
2. The Agency, a law enforcement agency that is interested in licensing the use of COPsync.
3. The Agency may need hardware in order to use the COPsync software. Agency may also need to integrate the COPsync software into its existing records management, jail management, court management and/or Computer Aided Dispatch Software.
4. The Parties agree to cooperate with the drafting and submission of any applicable grant that will pay some or all of the cost of computer and related hardware necessary to utilize the COPsync software.
5. In the event the grant is approved, Agency must agree to the Software License Agreement attached as Exhibit “A” hereto and the Integration Agreement, if applicable, attached hereto as Exhibit “B”.
6. In exchange for the Agency being an early adopter of the COPsync software, Agency is offered a special pricing of \$9.95 per month for each patrol interface user and a flat fee of \$0.00 per month for up to 500 Agency administrators and necessary support staff. This special rate shall begin upon the execution of the Software License Agreement and continue for a period of 10 years. The special pricing shall include all updates of the original COPsync software, but shall not include added enhancements to the software.

This special price shall be available to the Agency for a period of 90 days from the approval of a grant as described above.

7. After the execution of this Agreement, the Agency shall seek from its budgetary authority (City Council/Commissioner’s Court) a non-binding resolution supporting the application for the grant. If requested, PostInk will participate in a presentation to the appropriate authority.

8. It is the intention of the Parties that this Agreement be non-binding on the Agency until such time as the grants is approved, at which time Agency must execute a Software License Agreement for the COPsync software and if applicable, an Integration Agreement. Agency may terminate its involvement in this arrangement at any time.

**Executed on** \_\_\_\_\_

**LICENSOR:**

POSTINK TECHNOLOGY, LP

By: RSIV, LLC, General Partner

**LICENSEE:**

**HIDALGO COUNTY CONSTABLE'S  
OFFICE, PRECINT 1**

\_\_\_\_\_  
RUSSELL CHANEY/ JASON SHANE RAPP

By: \_\_\_\_\_

Its: \_\_\_\_\_



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# ***HOW TO SHIELD OUR COMMUNITY AND THE LAW ENFORCEMENT OFFICERS WHO PROTECT US WITH “ELECTRONIC BODY ARMOR”™.***

## ***THE POWER OF INFORMATION:***

***USING A NEW AND ADVANCED MOBILE TECHNOLOGY TO CAPTURE  
AND DISTRIBUTE LIFE-SAVING INFORMATION AND INTELLIGENCE  
IN REAL-TIME, WHILE SUBSTANTIALLY LOWERING  
OVERHEAD COSTS AND INEFFICIENCIES.***

By: Larry Haag  
Vice President, Sales & Marketing  
Phone: 214.727.5500

### ***PostInk Technology, LP***

2010 F.M. 2673  
Canyon Lake, TX 78133  
Office: 830.964.3838  
Fax: 830.964.3873  
[www.COPsync.com](http://www.COPsync.com)



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## **Background**

Two successful information technology (IT) professionals who were also Law Enforcement Officers in their small community often patrolled together. They frequently discussed their mutual desire to use their dual experience in IT and Law Enforcement to create a much-needed solution for officers in the field. They were experiencing first hand the need for timely information about the vehicle, locations, and individuals they encountered in the course of patrol activities. They also saw the need for more efficient technology – technology that would minimize frustrating redundancies of manually completed paperwork – technology that would maximize patrol time and patrol effectiveness. It was a frequent discussion for them, but time kept moving.

Their IT Company became very successful, and was sold to a well-known Internet entity, eBay, Inc. However, prior to the sale closing, they experienced the loss of a Law Enforcement comrade - and friend - in the line of duty.

## **It Starts With Tragedy**

On a sunny mid-week summer morning an officer made a traffic stop in a semi-rural area. The driver (and only occupant) immediately and deliberately exited the vehicle, rifle in hand, and began shooting at the officer. The assailant, who will be aliased as Jones, continued his forward assault toward the officer who was crouched behind the protection of his patrol car.

Jones, after finishing his deadly assault, oddly reached across the officer's mortally wounded body and grabbed the police radio microphone. Jones began calling for emergency assistance, stating that he had just shot this officer who needed immediate emergency care. Jones then proceeded to the front of the patrol car where he stood and waited for the emergency assistance for which he had just summoned. Jones, in his mid-seventies, looked more like a Good Samaritan offering assistance, not the deranged murderer he actually was. The first responding officer to arrive at the scene *walked right up to Jones*, not even registering he was the assailant. That officer was fortunate to be able to back away and behind the cover of a patrol car. More officers arrived, Jones was subdued and arrested.



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### **The Agonizing Factor of the Tragedy**

Weeks prior, a uniformed officer went to Jones' house in the country to inquire about hunting on Jones' property. As Jones came to the door, the officer noticed Jones holding his hand on an object just out of sight behind the doorframe. Jones violently asked if the officer was there to arrest him for not wearing a seatbelt. The officer suspiciously replied no, stating that he was there to inquire about hunting on Jones' property. Jones then took his hand off of the object (the officer was able to detect that it was a rifle) and joined the officer on the front porch. Jones continued his rage toward the officer about having to wear a seat belt. Absent of criminal elements to arrest Jones the officer left. He immediately filed a report of this obvious threat. You already know the heart-wrenching conclusion. *The slain officer didn't benefit from that "Officer Safety" alert, because it was part of the inefficient and archaic paper system. The written report wound up in a stack with many others – not readily (electronically) available for the next officer (who wound up being our friend) who would encounter Jones.* This was absolutely *not* the fault of the reporting officer. That officer dutifully and precisely followed procedure to report the threat. For that particular agency, however, paper was the only means by which a report of this nature was filed. Real-time electronic access was *not* available for the officers in the field to warn them about Jones and his potential for violence. *No access at all.*

### **COPsync Was Created from This Tragedy**

The whole community was devastated by the loss. It was reported to be the largest funeral and procession the community had ever seen. The two IT professionals who were personally devastated by the loss saw the calling to act upon their frequent discussions. They made it their livelihood, devoting 100% of their resources to create COPsync - the solution that could have saved their friend - the solution that *will* save other officers from the same travesty. They surrounded themselves with other Law Enforcement officers from various backgrounds and two attorneys (one an assistant district attorney). With this team they compiled over 100 plus years of Law Enforcement experience to build a powerful technology, a technology to *fulfill two desperate needs of field officers and agents today:*

- 1) Immediate real-time access, *in the field*, to critical information and intelligence. Immediate information is power. Conversely, latent information is dangerous and deadly.
- 2) Simple and streamlined technology to eliminate time consuming steps and other inefficiencies that prevent officers from being the most effective in serving their communities.



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After three years of focused, exclusive and dedicated effort, COPsync was launched “*for officers by officers*”.

### **Purpose**

This paper addresses the benefits of using a new and powerful mobile technology to increase safety and improve the effectiveness of Law Enforcement Officers and agents in the field. This new technology enables officers to stay in the field (in our neighborhoods) to give us that additional hedge of protection. With this technology officers no longer have to go to command centers and field office computer rooms to write and process police reports. It will easily save many agencies hundreds of thousands of dollars per year from increased efficiencies. It also arms officers with the power of *real-time* access to crucial life-saving information that will protect us, the community, *and* the officers who serve us. We call it ‘electronic body armor’, because it is truly as effective as the bulletproof vest. Now, instead of just the bulletproof vest, we add a second layer of protection using the power of information to stop dangerous and deadly actions. How is it done? Put a computer terminal in every patrol car in the U.S. to give these field officers real-time, dynamic data exchange between officers and agencies. This real-time access along with a suite of field law enforcement process technology is championed by COPsync.

### **The Problem We Seek to Solve**

COPsync’s first mission is to protect the officers, cloaking them with information that will act as electronic body armor. With its real-time bi-directional information sharing officers will now have immediate access to life saving information. One of the most celebrated features of COPsync is its electronic Be-On-the-Look-Out (BOLO) and Attempt to Locate (ATL) section. While it can be initiated from dispatch, BOLOs can also be created and broadcast from the field *saving priceless seconds*. COPsync’s technology will revolutionize and standardize the inefficient ATL/BOLO process used today. It could have saved the life of the officer in the tragic incident described above. When the officer entered the license plate of the vehicle, COPsync would have immediately alerted the officer both visually and audibly that Jones was a deadly threat to law enforcement officers. The officer would have known to put a safe distance between him and Jones and call for additional back-up. With COPsync’s Auto Vehicle Locator (AVL), nearby patrol vehicles would have been automatically notified without action required from dispatch that a fellow Officer has stopped a dangerous person, alerting them that their assistance might be necessary.



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COPsync was also created to eliminate the expensive, inefficient, time consuming and dangerous paper chase used by Law Enforcement today. Many law enforcement agencies across our country are woefully behind in technology and dependent on the manual paper process. This manual process plagues the back offices of many agencies. Out-dated and expensive tablet style forms are still the mainstay of reports and citations across the country, even seen in agencies with significant investments in computerized records management systems. We have seen agencies with as much as *14% of their total staffing assigned to clerical positions* dedicated exclusively to transcribing, filing and logging this paper reporting behemoth. Worse, this system seems to stay chronically behind, sometimes as much as six to nine months *and longer*. The latent entry and recording of this vital information not only endangers officers and the community they serve; it also hampers the process of solving, clearing and prosecuting cases.

*THIS ABSOLUTELY IS NOT a criticism or indictment of any agency.* Prior to 9/11 *we the taxpayers pulled tightly on the purse strings of the public safety sector.* However, 9/11, and later Hurricane Katrina made us more aware of our inefficiencies in domestic intelligence mechanisms and crisis management. Our country has been growing increasingly vulnerable. 9/11 and Hurricane Katrina just made it more visible. With heightened awareness and concern, the taxpayer is now endorsing Federal, State and Local governments to make swift, sizable and desperately needed investments in modernizing the means of protecting our citizens from both foreign *and domestic* evil. Grants are being allocated to begin the counter-attack against our vulnerability.

Specific attention has been focused on capturing and distributing vital information and intelligence. In the immediate hours following the 9/11 tragedies, the shortfalls and vulnerabilities of existing radio and cellular communications were realized. Without voice communications, mostly blacked-out by the crisis, our country's copper and fiber data network became the communication fallback. From this we learned two important benefits of data communications:

- 1) It self-healed around a communications-dead hole/disaster (in this example the wide area around the World Trade Center).
- 2) It alleviated some of the crowding and blackout conditions that occur on voice radio and cellular networks during a crisis.

Of greater importance, we learned that had more effective mechanisms been in place to collect and distribute Local, State, and Federal Law Enforcement



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intelligence we could have known more about the terrorist cells that were planning and conspiring for seven years prior to the attack.

### **Inaccessible Data**

We all acknowledge that information is power. Many Law Enforcement agencies, however, are suffering from the absence of that power, starving for critical criminal information and intelligence. It is driven from two shortcomings:

- 1) The inability to capture information quickly, easily and efficiently.
- 2) The inability to make that information immediately and widely accessible and bi-directionally “shareable”.

Agencies across the country have stepped up efforts to modernize their systems investing in Mobile Data Terminals/Computers (MDT/MDC), Computer Aided Dispatch (CAD), Records Management Systems (RMS), and Jail Management Systems (JMS). These databases house criminal and Law Enforcement related data. It’s great. It’s progress. It’s momentum. But we still have a problem. We are still challenged to:

- 1) Capture the information faster and more efficiently at the point of incident.
- 2) Make the information available unilaterally to all agencies. Globally. *Real-Time*.
- 3) Quickly feed and extract information from these databases efficiently without redundant and costly manual entry.

Most of this crucial information is “stored” in multitudes of agencies across the country, but *access* to that information is limited internally to that agency collecting the data. There are some small regional multi-agency pockets of information sharing. For the most part, however, critical life-saving information is inaccessible to agencies outside of the original “storing” agency. Sometimes it is even inaccessible division to division *within* an agency. Large disparate houses of crucial data exist without effective means to get access to them *from the field*.

### **How Does COPsync Solve This?**

COPsync is the ultimate in-car system or MDT (MDC) with the newest state of the art mobile information technology available, *created to solve the data-sharing crisis*. While MDC is a Law Enforcement term representing computers in patrol cars, COPsync is actually much more. COPsync is a Mobile Technology System that dramatically simplifies field Law



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Enforcement, resulting in a more efficient and effective officer. It significantly simplifies and speeds up report writing, citations, crash reporting, arrest processing, etc. and automates the process of capturing information and reporting Law Enforcement incident data. It puts the interaction of Law Enforcement information into warp speed. It uses *the* most advanced technology to send and retrieve information, *real-time*, to make it immediately and globally available to all agencies and officers utilizing the technology.

COPsync is built to be fully compliant and interactive with the Global Justice XML Data Model (Global JXDM). GJXDM, sponsored by the U.S. Department of Justice (DOJ) Office of Justice Programs (OJP), is developed and supported by the Global Justice Information Sharing Initiative's (Global) XML Structure Task Force (GXSTF). It is *THE* data reference model for the exchange of information within the justice and public safety sectors in the United States. In the second quarter of 2007, GJXDM became the justice domain of the National Information Exchange Model (NIEM). Going one step further, COPsync is written to interact with even the simplest legacy tab or comma delimited data schemas. The founders and developers knew the critical importance of information distribution. COPsync was therefore created in the most open and flexible architecture that not only facilitates but also *DRIVES* collaborative information sharing.

As its name implies, COPsync keeps officers in-sync, real-time, with critical law enforcement information and intelligence. This real-time in-sync information distribution is not limited to sharing only within an individual agency. COPsync's Global architecture is open and intentionally designed to distribute data to any subscribing agency, to include Local, State, and Federal Law Enforcement databases. The information, if so designated by the Federal Government, can even be shared internationally with agencies such as Interpol, etc. It is very important to note that while the information/data can be shared nationwide or worldwide, *each COPsync subscribing agency 'owns' their own information and can chose to limit visibility, partially or totally, should they feel that certain information is highly sensitive or classified.*

When COPsync is adopted, paper goes away. The 8 minutes it took to complete a paper citation becomes 4-5 minutes. The Offense report that took 2 hours is now 1 hour, or less. Paper becomes totally unnecessary for data capture and reporting. Error plagued handwritten reports and the expensive transcribing processes become unnecessary. Officers can process and submit their reports *from the field - at the point of incident*. Each subscribing agency will define their specific approval hierarchy. When the



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officer submits a report, it goes to the designated approving supervisor (if approval is required). Two things occur simultaneously when a field report is approved:

- 1) The report is automatically integrated into the agencies respective RMS.
- 2) The information in the report can now immediately be shared with other patrol officers of any agency on the COPsync system.

This new, highly efficient methodology dramatically reduces the time and effort associated with report writing. It keeps officers in service for longer periods of time. *The 14% clerical staffing dedicated to supporting the paper system is no longer necessary.* Each agency will obviously treat these liberated positions differently. While some agencies will use the opportunity to re-capture budget others have and will take advantage of the opportunity to re-deploy the clerical positions into uniformed enforcement slots. Some slots may go to Information Technology (IT) positions as the computer age has made IT an important asset to the Law Enforcement profession. Many agencies have and will convert these clerical spots to crime analysts as agencies continue to discover how effective analysts are at solving and even forecasting crime. COPsync with its simple and robust information management will generate enormous amounts of critical data points for these crime analysts. Crimes will be detected and solved affecting budgets in ways that will more than pay for those analysts. We will be able to detect the movements and activities of criminal and terrorist elements, for the first time in history, *REAL TIME*.

Computerizing data collection and distribution is extremely valuable at the street or “boots on the ground” level:

**Scenario:** Officer Adams of ABC Police Department uses COPsync to issue Driver Dave a warning for a broken headlight. Only minutes later Officer Smith of XYZ Sheriff’s Department stops Driver Dave again for the same broken headlight. Officer Smith, who also uses COPsync, benefits from the immediate information sharing by seeing everything on the warning issued by Officer Adams only minutes before.

The above is not an exciting crime stopping scenario *until you hear the rest of the story.* Officers with ABC Police were called to a vehicular manslaughter at an apartment complex. A teenager was struck and killed in the apartment parking lot by a hit-and-run driver. Witnesses saw the vehicle, and identified it as a black Ford truck driven by a Caucasian male. The officer at the scene, using COPsync, immediately sends out an electronic BOLO for the black



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truck and Caucasian driver. Guess who received the BOLO as she stopped the vehicle with the broken headlight? The officer with XYZ Sheriff's Department. The BOLO popped up on their screen as they stopped the black truck, driven by the white Caucasian male. Blood traces were found on the broken headlight. The driver was arrested. The jury found the driver guilty, timing and locations of the two traffic stops were key elements. The paper system would have never caught this person this quickly, if at all. In fact, most electronic systems existing today would not have caught this individual – because these web and browser based systems do not have real-time *information sharing*. Yes, some can share information, but not immediately and real-time. Those systems will share but only with officers in their agency; and hours, if not days later. COPsync with its in-house created mobile data engine called CACHEsync™, shares instantly.

COPsync is not restricted to the patrol car, field computer or laptop. All personal settings and profiles (email, messaging, screen colors, etc.) are resident in the COPsync server, not at the client (laptop or PC). That allows the officer using DOJ encryption standards to log on to any computer that has COPsync installed, whether at the command center or other field office. If allowed by their respective agency, officers can log on from a home computer. A dedicated State Patrol Sergeant was very pleased with this feature. He was spending many hours away from his family because he had to go to his patrol office every weekend, a forty-minute one-way drive to approve reports. He was grateful that COPsync gives precious time with his family back to him.

### **What COPsync IS NOT**

COPsync is not CAD, RMS, or JMS nor is it the typical in-car system. COPsync is a comprehensive technology suite *specifically* created to enhance *in-field Law Enforcement*. This technology was developed to send and receive *real-time* Law Enforcement information and intelligence *in the field, in the patrol car*. It was created to integrate with existing RMS, JMS and CAD systems that already house historical information. It is important to re-emphasize that COPsync was developed *for officers by officers*, focused on enhancing field Law Enforcement by providing *real-time data collection and real-time data access sharing*.

RMS/JMS/CAD serves an important function for the agencies that acquire them. COPsync does not suggest an agency cancel or change their existing systems. COPsync was designed to functionally partner as a simple and effective augmentation to existing systems. How? Subscribing agencies have access to information from all other COPsync subscribers. Most



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existing RMS systems only capture in-house data, limited to that agency. Imagine linking hundreds, even thousands of patrol cars from multiple agencies and jurisdictions across the country. Each of these patrol units would be capturing criminal or offense data real-time in an electronic format. With COPsync this information can now be shared real-time – and it gets better. Mega data warehouses with sophisticated search engines have recently entered the market to facilitate information sharing as an overlay across these existing RMS/JMS/Court systems. COPsync was created to flood these massive data buckets with real-time criminal information collected at and transmitted from the point of incident:

**Scenario:** A detective is looking for a suspect who is a known active child sexual predator. The detective can submit a standing query for the predator into one of these mega-warehouses being fed by COPsync and RMS/JMS systems across the country. With access to just the RMS/JMS data the detective will be notified when that subject is arrested and/or incarcerated. With COPsync *feeding real-time information to these systems the detective will be notified when any officer subscribing to the system identifies the suspect. Any type of officer contact, where a subject is identified, will feed personal identifiers to the COPsync database, even something as simple as the issuance of a warning citation.* When do you think the detective would like to be notified?

**Productive, Efficient, Effective Patrol Activity**

COPsync significantly increases the productivity and effectiveness of the officer in the field. Handwritten reports and citations are replaced with much faster electronic data entry. To be of value information has to be easily retrieved. Anything handwritten has to be transcribed into an electronic format and manually put into an agency's database. With COPsync that step is totally eliminated. The officer now captures the information electronically in the field, and via the latest technology in mobile connection management data is distributed to COPsync officers in the field AND electronically transmitted to their in-house RMS and JMS systems.

More efficiency is also achieved by automating data collection. Using electronic card scanning, driver's license information is captured quickly and effortlessly. If the barcode is corrupt data entry is still quick and simple with easy-entry standardized information fields.

For safety and efficiency reasons all of the COPsync screens are designed with a standardized layout to make it easier and faster for the officer to glance at the screen. No more busy and cluttered data returns that are



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nearly impossible to read. Fonts are large and only the specific requested data is displayed.

### **Virtual Office Suite of Law Enforcement Tools**

For day-to-day patrol activity COPSsync contains a comprehensive suite of Law Enforcement modules. COPSsync becomes a virtual office with everything field officers, field agents, and supervisors need to be effective and efficient. It all but eliminates the costly time spent at command centers or field offices. Some of the included components are:

- Offense Report
- Arrest Report
- eTicket Writer
- Crash Report (with electronic diagramming)
- Dedicated DUI/DWI Report
- Incident Report
- Email (COPSsync subscribers only, no spam)
- Instant Messenger (COPSsync subscribers only)
- Calendar (Training, Vacation, Court, Evaluations, etc.)
- Photo, Audio, Video Import into Reports
- Multiple State and Federal Crime Data Base Access
- Warrant Database
- APB, ATL, BOLO Alerts
- Civil Process Database
- Electronic Law Library
- Hourly/Daily/Weekly/Monthly Activity Reports



All of COPSsync's components are interlaced. Identifiers such as person, location, offense type, case number, vehicle information etc. are captured *once*. Information captured once is available for use throughout the entire suite of forms and reports. Imagine the myriad of forms required for arresting and booking (tow release, tow inventory, sobriety test form, state forms, local forms, jail forms, complaint forms, affidavits, etc.). Repetitive information may be required on the various forms. With COPSsync all



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repetitive information required on additional forms is auto-populated. Local jurisdictional information such as judges and courts are stored for easy drop down access. For agencies that participate in special traffic enforcement programs or officers patrolling frequent problem violation zones, location information and related court information is stored for recurring use eliminating inefficient continuous re-entry.

### **Crisis Notification Accelerated by COPsync**

A crisis situation, whether act of man or nature, requires swift and immediate broadcast to as many officers as possible. For the purpose of illustration most are familiar with the Amber Alert, the federal system established to notify the *general public* of a missing or abducted child. Without *instant* information distribution the critical nature of this type of incident compounds extensively with each passing minute. Using the old system that is still mainstay today, the officer collects the offense information at the scene (manually), generating a paper report at the close of the incident. The report is then hand delivered to the command center. At the command center or dispatch center the information is quasi-automated into a teletype broadcast to other command centers (not the patrol cars). Receiving command centers pass along the information to their officers usually by radio broadcast and manually processed BOLO or ATL alerts. The information is distributed via paper handouts, sometimes as late as the next shift roll-call, and sometimes worse, thumb-tacked to a bulletin board. In the mean time agency administrators work to establish the criteria required to meet the qualifications of posting an Amber Alert. The lost time *and* information in this process is substantial. Failure to get this information disseminated immediately, real-time, can be catastrophic, even deadly.

Using COPsync the officer gathers the critical offense information. The BOLO or ATL is immediately broadcast *from the scene* to all officers and agencies in the immediate area and those along the path of the likely direction of travel. These broadcast messages can take place in precious minutes – in a time frame increasing the likelihood of the quick capture of the abductor and recovering the victim. Digital photos of the victim and/or abductor obtained by the officer can be attached to the broadcast message, enhancing and accelerating search and rescue efforts.

Using a crude formula of 1 hour = 50 miles, calculate how far an abductor can travel with his victim in the hours it takes the current officer notification method to work.



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*Example:*

1 hour = 50 miles.

Notification\* time is 4 hours (at best).

$4 \times 50 = 200$  mile escape radius.

*What if?*

Notification\* time is 12 hours.

$12 \times 50 = 600$  mile escape radius.

Or, Notification\* time is next day (24 hours).

$24 \times 50 = 1200$  mile escape radius.

(\*Communication to surrounding officers and agencies  
limited to voice (police radio) communications)

Let's look from a different perspective. In a one hundred mile (or two hour) radius there can be as many as 2000 plus officers from multiple agencies and jurisdictions. COPsync can immediately alert ALL of these officers, engaging them as part of a search and rescue 'army'. It also shrinks the radius of the 'escape zone' because of the significantly accelerated notification speed.

*Example:*

1 hour = 50 miles

Notification\* time is 5 minutes.

$0.083 \text{ hours} \times 50 = 4.17$  mile escape radius

If it were a friend or family member - your spouse, your child - which notification system would you want the police to use?

### **What Real-Time Does for Investigation**

In the paper reporting process detectives receive written reports that are at best hours old. In most cases offense and incident reports are received by investigations days or weeks after the initial report was taken. In contrast, COPsync makes these reports available to investigators immediately, from the point of incident. Since all data is captured electronically in COPsync, investigators can perform multiple queries to help them analyze, prioritize and focus investigative efforts.



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COPsync provides investigators with more comprehensive and accurate reports. COPsync prompts field officers to collect pertinent details while on scene rather than relying on follow-up contact and investigations. The quick and easy capture of information using card swipes (readers) gives officers in the field *significantly* more time to perform broader, on-scene investigation. An example of efficiency is the collection of witness information. During most emergency situations or incidents (fire, crash, crime scene, etc.) the capture of witness information suffers. Its priority is diminished when first aid, scene management, preservation, etc. are required. With COPsync the time necessary for collecting information is greatly reduced allowing the field officer to manage the scene and still collect as much information as possible for investigators.

The inefficient paper process contributes to lost or incomplete information as well as information change. As hours, days or weeks pass information becomes less reliable. With COPsync all information is available for immediate investigation. Key witnesses no longer get away, stories are less likely to be corroborated, and details and clarifications can be obtained or made immediately while an incident is still fresh in the minds of those involved. Even if the officer is unable to conduct the entire field interview of the witnesses, their identifications are still in COPsync attached to that specific incident report for further review and investigation.

**Scenario:** At a structure fire in City A, all witness information is electronically captured by COPsync. About a month later, at a structure fire in City B, all witness information is electronically captured by COPsync. An officer on scene at the City B fire notices that one of the current witnesses WAS ALSO A WITNESS to the fire in City A. What did the officer find? Considering that most arsonists like to watch the fruits of their labors, that officer found a very strong suspect for arson. The officer has the ability to react swiftly with the possibility of immediately capturing key evidence tying him to the fire. With the paper process, and even most electronic systems, the officer would have NEVER known about the fire in City A, much less have access to information about witnesses at the scene that pointed to the suspect. Again, COPsync with its real-time capture and distribution makes information immediately available, potentially resulting in an arrest before the fire is even out.

COPsync also simplifies the reporting process of multi-agency, multi-jurisdictional incidents through a process we call CASEsync™. At a fire, as in the scenario above, or at any other major incident where multi-jurisdictional Law Enforcement agencies are working together, the report of this incident stays electronically intact. Each officer completes their own supplement. The supplement references the



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master case file number, regardless of the owning agency, and attaches itself electronically. No lost paperwork. No need for officers to go to other agencies to file supplemental reports of their involvement with the incident.

### **Intelligence**

Law Enforcement Agencies across the nation are re-evaluating their organizational structures and missions to adjust to the changing needs of our post 9/11 world. Most agree that more efforts need to be directed towards counterterrorism. Instead of costly over-fortification of specialized and operationally vertical intelligence and counterterrorism divisions, agencies are looking to their uniformed personnel to play a major role in counterterrorism *as a course of their normal patrol activities*. Government reports state that four of the nineteen 9/11 hijackers were stopped by patrol officers, issued citations, and were involved in other Law Enforcement controlled events.

Commissioning patrol officers to take on a proactive role in intelligence and other counter-terrorism activities can truly be effective and cost efficient with COPsync. With its nearly effortless ability to capture, deliver and analyze critical data, counter-terrorism intelligence will be a direct by-product of the normal day to day capture of *criminal* intelligence. But first let's consider how the current inefficient paper system and even inefficient electronic systems make this nearly impossible. Because the paper system is so time consuming and inefficient, how frequently have officers made arrests but didn't have the time to identify and log those who accompany the person arrested? More specifically, how often has a driver of an automobile been arrested and the passengers released without capturing their information and associating them with that arrest? Birds of a feather flock together. Who were the passengers? Were they criminals? Gangs? Part of a terror cell? Did that officer just release a drug dealer? Is one of the released passengers a missing or runaway teen? Or a rogue confidential informant (CI)? Could one of those passengers be recruited as a potential CI? Sometimes officers do record the identification of these passengers in their personal notebooks. But is that information computerized so it is available for all to see and analyze? Of course not.

All of this captured information and intelligence gathers valuable points of data for analysts to track the travels of criminal elements; detecting, solving and preventing crime. With its incredibly convenient and efficient means of capturing information COPsync can be a substantial contributor to the intelligence effort, not just in raw data, but mug shots and field intelligence photos as well. What about field interviews (FI) with individuals that aren't



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arrested? What about documenting gang members, their tattoos, their colors, activity, etc? Now with the simple and convenient in-field capture of photos by COPsync, investigators don't have to be limited to drivers' license photos and booking mug shots. Imagine investigators being able to link associates, gangs, gang insignias and other criminal activity with field intelligence photos. Imagine the ability to view the photos *in the field*. *Armed with COPsync, the flood of intelligence that can pour in from thousands of patrol cars from a multitude of agencies will be enormous.*

Public service activities such as traffic warnings, motorist assist, citizen assist etc. also become intelligence data points. With COPsync what once were non-tracked activities can now be points of data leveraged to solve or prevent criminal activity. These points of data can be used for public relations, even manpower evaluations. Officers are always serving the public, helping citizens, and issuing public safety and traffic *warnings*, but seldom is that information captured for statistical purposes. With access to these stats from COPsync, Chiefs and Sheriffs can favorably publish these public service activities. They can demonstrate the service efforts performed by their officers – far beyond issuing the ever-so unpopular and sometimes politically unfavorable tickets.

Another effective use of these statistics would be for officer placement. Using these crime stats, shift commanders could strategically position officers today based on offenses that occurred yesterday.

### **A Powerful Investigative and Analysis Tool**

Without COPsync, drivers' license, vehicle, and location queries return little and limited information. With volumes of easily captured information and intelligence from COPsync, analysts and investigators now have substantial crime analysis and detection capabilities.

In non-COPsync systems a driver's license query might likely return only conviction and adjudication data. What about the endless arrests that still haven't been adjudicated? What about arrests without convictions? What about traffic stops that produce valuable intelligence information? What about field contacts that produce valuable intelligence? What about updated photos/mug shots, or photos of suspect individuals? COPsync easily captures each of these for intelligence value. Right now without COPsync this information is *rarely* captured. With COPsync the driver's license query returns the minimum State captured information and the comprehensive COPsync history of every Law Enforcement contact that the individual has been associated with.



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A normal vehicle query from most motor vehicle databases will only return vehicle make, model, owner and if the vehicle is wanted or stolen. A vehicle query ran through COPsync shows a complete COPsync History of all activities associated to that vehicle such as traffic stops, citations, warnings, arrests, accidents, and even times when the registration was checked but the vehicle was not stopped or approached. The same is true for any location, be it address, intersection, etc. A COPsync query of a specific address or location will return a COPsync History of all police actions associated to that location.

### **Using COPsync to PREVENT Crime and Harm**

For this example, let's examine one of the most heinous criminals; the child sexual predator. These predators are multiple offenders, according to the National Alert Registry ([www.nationalalertregistry.com](http://www.nationalalertregistry.com)):

- Over 2,000 children are reported missing each day.
- Girls have a 1 in 3 chance of being molested by a sex offender.
- Boys have a 1 in 6 chance of being molested by a sex offender.

Most sexual predators continue their heinous acts, even after arrest and conviction. Predators are published in a Sex Offender Database made public by Local, State and Federal agencies. Yet they still perform their unthinkable acts. If you ask officers how many times they have stopped a Registered Sex Offender during normal patrol activities, *they can't tell you*. Officers across the country routinely write citations, warnings, investigate car crashes and have other contact with sex offenders that have their victims present at time of contact. Without immediate access to these criminal databases officers never know about them. They will unknowingly release them to continue their heinous acts. With COPsync's real-time access to many crime databases, officers will be immediately alerted when they have stopped a sexual predator. They will be able to take the appropriate action to rescue these victims, preventing more harm and emotional damage suffrage. Information is power - power to prevent.

### **COPsync Will EASILY Pay For Itself**

COPsync is a simple and easy system to install. The impact of incorporating COPsync into your agency's day-to-day Law Enforcement operations is minimal. COPsync is a subscription-based system with no up front costs. Return on investment will be quickly realized.



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One obvious source of savings comes from the elimination of the manual, hand-written paper citations. Paper citation books are the method of choice across the country. An analysis of one of our client agencies found citation books, with 25 citations per book, cost \$8 per book or 32 cents per citation. With COPsync that same \$8 would purchase 500 citations or 0.016 cents per citation. If that agency wrote only 1000 citations or warnings per month, paper savings alone would be \$3648.00 per year.

What about the savings that comes from the effective use of human resources? Could some of the 14% staffing mentioned earlier be deployed to retrieve the fines buried in un-cleared warrants? How about overtime savings? Now that officers can complete reports in the field quickly and efficiently, how much report driven end-of-shift overtime is saved?

Report efficiency will be a source of some of the most significant savings. The drastic simplification that comes from electronic report entry will cut report writing time in half. An example is the DUI/DWI report. A DUI/DWI arrest can generate a mountain of forms (varying with state and local requirements):

- District Attorney Offense Report
- Arrest Report
- State Required Forms
- Tow sheet
- Vehicle inventory form
- Field sobriety test forms
- Breathalyzer forms
- Jail and booking forms
- Complaint and other Court forms

These types of arrests and manually processed reports take hours. Some agencies report as much as 3-4 hours of processing time. It is a known fact within the Law Enforcement community that DUI/DWI arrests are sometimes *avoided* (drivers being charged with public intoxication in lieu of being arrested for DWI/DUI) because the officer cannot be out of service for the length of time it takes to process the paperwork associated with a DUI/DWI arrest. For smaller agencies one officer out of service can be a costly and dangerous manpower reduction, especially during the prime times that officers are needed most.



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Veteran officers are hailing COPsync for its ability to cut DWI/DUI arrest processing time in *half or more*. If the arrest time is reduced by 1 hour, the results can be significant:

- 1) One less hour per DWI/DUI arrest, multiplied by how many DWI/DUI arrests made by your department? How many of those arrests cost your department overtime?
- 2) One more hour of patrol to prevent, detect, interrupt, and solve other criminal activity.
- 3) One more hour to arrest another DUI/DWI.
- 4) One more hour to serve warrants.
- 5) One more hour spent on traffic enforcement efforts

It is very easy to recognize the advantages an officer can possess by gaining the extra hour. When you multiply this by the number of officers employed by an agency, this can represent hundreds of extra man-hours per department.

### **Warrants – Re-Capturing Budget**

Warrants accumulate quickly. How many dollars can be recuperated from an effective warrants management system? In a non-COPsync world, most warrants are kept in-house mostly because of the absence of an efficient means of making warrant information accurately available. A local news station did a story about a city that had over \$4 Million in uncollected parking violations and related warrants. Their dilemma was getting the information out to their field patrol officers (over 1500). The officers would have to carry a *book* of all of the names of the violators. Even armed with that *book*, it was impossible to reconcile the cleared warrants. COPsync mitigates this issue in *two* ways:

- 1) Officers with COPsync will be notified of outstanding warrants as part of a person query search. Without COPsync, these direct to the officer warrant notifications do not exist.
- 2) Officers from all agencies can help each other clear warrants.

While some agencies are reluctant to clear other agencies' misdemeanor warrants, patrol officers still need to be notified that these warrants exist. Fearing arrest, many individuals with outstanding warrants are a threat to the safety of the officer. And, if an agency chooses not to arrest and clear warrants issued by outside agencies, the officer, as a public courtesy, will be able to notify the subject about the existence of the warrant. It also tells the



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public that law enforcement *does* keep track of warrants across all jurisdictions. Without COPsync that is seldom if ever the case, *and the public knows it.*

A couple of judges in our travels pointed out that many people will come in the same day or next day to pay their fines. Paper tickets can take several days to process and reach the courts. With COPsync the courts get the information immediately, allowing them to accommodate those who wish to pay their fines early. Both of the judges commented that the people who showed up the first day to immediately take care of the fine frequently became failure to appear warrants because they were turned away until the paperwork could be processed and delivered to the judge.

### **Dreaded Reports – COPsync’s Answer**

Ask *any* officer, weekly reports are at the top of the list of job dissatisfaction. As officers perform their normal patrol duties, COPsync automatically and seamlessly records their activities as they occur. The manual log is no longer necessary. The time consuming and irritating weekly, monthly, quarterly reports, etc. can be totally eliminated. Command Officers and supervisors can pull reports REAL-TIME. Critical information needed for planning, budgeting, staffing etc. is now available any time.

Another strong benefit of the activity log is to protect officers from erroneous and slanderous false accusations. How often are officers falsely accused of misconduct? Daily logs will provide defense to these ill-founded complaints with factual, confirmable, detailed information.

Other Government mandated reports such as Racial Profiling and Unified Crime Reports (UCR) are compiled automatically by COPsync. Vital statistical information sought in these reports will now be available real-time. Agencies will be able to leverage this information to correct weaknesses within their jurisdictions at any time.

### **Real-Time Information - How?**

Immediate information availability is achieved from a custom built connectivity monitoring system in COPsync. We call it CACHEsync™. The system continuously monitors connectivity. As the system detects connectivity information is sent to the centralized database. Should the officer momentarily drive out from under wireless coverage, the system caches information locally in the car computer until a signal is re-established and the information is sent.



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COPsync is connection agnostic. It will work with a hard-wired Ethernet connection or through a wireless connection. It is also airwave or wireless network agnostic. It can take advantage of just about any mobile data environment including but not limited to cellular 'air card' data networks, 4.9 GHz Government Spectrum, and self-healing WiFi Mesh networks.

When there is no signal or connection, most other applications cannot perform their normal functions. As web or browser based applications, many can only operate in continuous connectivity environments. No signal, no information, and no report. COPsync, on the other hand, works in *either* environment. It is based upon a multi-threaded, thin-client n-tier architecture using the latest Microsoft .NET technologies. It allows the officer in the field to create reports, citations, crash reports and other patrol related tasks *even while there is no connection*. The report is written and submitted regardless of connectivity. It caches into the background allowing the officer to work on the next report, citation, or respond to another call, etc. When connectivity returns the report is automatically transmitted (in the background, seamlessly).

As it constantly monitors connectivity, COPsync *automatically* transmits and receives anything the officer has submitted or requested. The ability to work disconnected is a crucial and distinguishing feature of COPsync. While officers, for the most part, will have connectivity, even the best wireless networks have dead spots. Nonetheless, the officer can drive in and out of coverage with the information spring loaded, *ready to be sent and ready to be shared REAL TIME*.

### **What Software Was Used To Develop COPsync?**

COPsync was created using the latest Microsoft Technologies, including C#, SQL Server, and the .NET Framework. It is a distributed mobile computing solution that stores data in a centralized SQL Server Database making the immediate and real-time information sharing possible. COPsync installation takes only minutes using an industry standard installation wizard. Updates are done automatically in the background, insuring all COPsync users are up-to-date with the latest releases and versions. COPsync will run on just about any device that is capable of supporting Windows XP. Specialized or proprietary Mobile Data Terminals are not required. COPsync is a stand-alone application that is agnostic to the hardware that it operates on. It does not require any third party software to be purchased or licensed.



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COPsync is built on an open .NET architecture facilitating and even expediting integration with RMS, CAD, JMS and other Legacy systems. The recommended system requirements for COPsync are:

- 1 GHz 32-bit (x86) Processor
- Minimum of 512MB of RAM, with 1GB of RAM recommended
- 40GB of hard drive free space (80GB drive recommended)
- Windows XP with Service Pack 2 and all of the latest security updates
- Internet Access (Mobile Internet Access if being installed on a mobile Laptop or PC)
- Laptops equipped with Touch Screens are recommended
- USB Serial Magnetic Stripe Reader Recommended (MagTek P/N 21040102 or Equivalent)

### **The Summary – And The Challenge:**

COPsync technology is incredibly powerful. COPsync can be quickly and easily implemented without disrupting the operation of the entire department. Nothing has to be discontinued or displaced, as COPsync was built to functionally partner with existing RMS, JMS and CAD systems. The community and Law Enforcement have the responsibility to execute. Otherwise, implementation of life saving technology gets put off for another year, two, three and on. More lives are lost and more crimes go unsolved or even undetected. Law enforcement agencies and the communities they serve **MUST** get a sense of urgency about capturing more crime information, and unilaterally sharing the information. This information must be real-time to effectively protect officers. It is truly a second layer of body armor, not just for officers but for citizens too. You read in this paper what this ‘electronic body armor’ could have done for an officer that encountered the psychologically deranged Jones. You *will* read about what COPsync will do to save other officers in the future.

We must diligently and persistently pursue the opportunity to take advantage of the technology that exists in COPsync to make Law Enforcement more efficient. Grants are available to make this technology available to *all* cities and counties, not just those with a lucrative economic tax base. Every patrol car in the country should have COPsync in it. Whether used stand-alone or used to feed and seed existing RMS and JMS systems, the power of immediate information can be exploited to make Law Enforcement more efficient and effective. The effectiveness of COPsync will *more* than replace the budget used to acquire it.



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COPsync will frustrate the efforts of sexual predators. It will immediately alert officers when they have identified an individual with sex offender history. If these sex offenders are in contact with children, teenagers or women, the officer will *now* know to conduct additional investigation. COPsync officers will now be alerted to these heinous criminals, separating them from their prey.

The mountain of data that COPsync will provide will also help the Law Enforcement intelligence community track and monitor the travels and intentions of terror cells, gangs, narcotics and other criminal elements that threaten our safety and livelihoods.

Imagine how many officer-hours can be recovered by reducing time spent completing DUI/DWI, Offense Reports, Crash Reports and other similar time-consuming reports. Imagine the warrants that can be cleared because warrant data is now widely available to all. Imagine the warrants that can be cleared, if officers simply had knowledge of the warrants existence. Imagine your department now having access to ALL officers nationwide. The crime fighting opportunities of a Law Enforcement agency linked to every officer on the street is unlimited.

### **Meet COPsync in Person**

We welcome the opportunity for you to allow us to send one of our representatives to visit you personally. This will give you first hand knowledge of the power of COPsync. Experience what real-time information capture and global information sharing can do for your department and your community. Let us assist you in obtaining one of the information sharing grants. We welcome you to contact COPsync's parent company at:

PostInk Technology, LP  
2010 FM 2673, Canyon Lake, TX 78133  
830-964-3838  
[www.COPsync.com](http://www.COPsync.com)

# 'Electronic' Body Armor

*"Development of Technology for the Law Enforcement profession which has seen little technological advancement took courage, dedication, and commitment. After four years of research and development, COPsync was launched. It will take professional leaders with the same vision to implement needed changes. Your leadership, courage and commitment will allow COPsync to change your department and our nation by providing real-time nationwide information sharing."*

*Russell D. Chaney  
Founder and CEO*

**PostInk**<sup>TM</sup>  
TECHNOLOGY

REVOLUTIONARY TOOL PROMISES TO SHIELD OUR COMMUNITIES  
AND THE LAW ENFORCEMENT OFFICERS WHO PROTECT US

**B**eginning now, the state of the art in law enforcement technology has just been restated forever. Postink Technology is proud to announce that the Information Age is set to revolutionize the world of law enforcement as we know it. There's a new level of protection available for the officer in the field and for the citizen in the street, and it's name is COPsync.

COPsync delivers the ultimate MDT with the newest state of the art mobile information technology available. While MDT is synonymous with computers in patrol cars, COPsync is actually much, much more. COPsync employs advanced mobile technology for real-time, field-level input and retrieval of *critical, lifesaving information and intelligence*. Our system:

- dramatically simplifies field law enforcement
- maximizes officer efficiency
- automates data entry
- puts the interaction of Law Enforcement information into warp speed.

Most importantly, COPsync uses the most advanced mobile communication technology to send and receive

information real-time. Information is *immediately and globally available to officers in the field, and their agencies, in real-time.*

**Scenario:** An officer in an agency neighboring yours uses COPsync to issue a driver a warning for a malfunctioning tail light. Minutes later, an officer in your agency stops the same driver for the same malfunctioning tail light. Using COPsync, your officer will see everything on the warning issued by the first officer. Take this scenario one step further: As subscribers, the RMS of each agency will also see that information.

***Immediate. Real-time.***

The scenario above illustrates that now, with COPsync, paper becomes unnecessary for data capture and reporting. Error-laden handwritten reports and the ensuing transcription process are unnecessary. Officers can now process and submit reports for approval *directly from the field*. Redundant transcription and clerical entry are *eliminated*.





## Meet COPsync in Person

*We welcome the opportunity to send one of our representatives to your agency to demonstrate the power of COPsync.*

*Experience what simple, real-time capture and global sharing can do for your department and your community. Let us assist you in obtaining one of the information-sharing grants. We welcome you to learn more about COPsync at:*

PostInk Technology, LP  
2010 FM 2673,  
Canyon Lake, TX 78133  
839-964-3838  
[www.COPsync.com](http://www.COPsync.com)



Additionally, COPsync's revolutionary tools are *not confined to the patrol car environment*. All personal settings and profiles (e-mail, messaging, screen preferences, etc.) reside on the COPsync server rather than on the client (laptop). Using encryption standards that meet or exceed DOJ requirements, any officer can log on to any computer in any field office.

COPsync is more than CAD, RMS, or JMS. It's comprehensive technology suite is specifically created to enhance field law enforcement activities. It was developed with the *specific intent of supplying and receiving real-time information and intelligence*. COPsync enhances and contributes to existing RMS systems that already house critical information. Developed *for officers by officers*, COPsync is an intuitive tool that allows every officer in your agency to perform at maximum potential.

## Productive, Efficient, Effective Patrol Activity

COPsync significantly increases the productivity, efficiency, and effectiveness of the officer in the field. Handwritten reports and citations are replaced with electronic entry. The officer enters the information in the field where it is captured for immediate use by all COPsync subscribers. Speed and efficiency is achieved by automating data collection. With electronic card scanning, driver's license information is captured quickly and easily. When the barcode is corrupted, data entry is still simplified by easy-entry information fields. Wherever possible, drop-down boxes are used not only to save keystrokes, but to significantly improve entry accuracy and data standardization.

For safety and efficiency, all COPsync screens are standardized to make it easier for the officer to quickly glance at the screen. Fonts are large, and only necessary data fields are displayed.

## Virtual Office Suite of Law Enforcement Tools

For day-to-day patrol activity, COPsync contains a comprehensive suite of law enforcement tools. COPsync becomes a virtual office, with everything field officers, field agents, and supervisors need to be effective and efficient. It all but eliminates the costly time spent at command centers or field offices. Some of the primary components are:

- Email (internal only)
- Instant messenger (internal only)
- Calendar
- Incident report
- Offense report
- Arrest report
- Crash report (with e-Diagram)
- Dedicated DUI/DWI report
- Photo, audio, and video import into reports
- Access to state and federal criminal information centers
- Warrant database
- Citation module
- All-points bulletin, attempt to locate, be-on-the-lookout databases
- Civil process database
- Electronic law library
- Hourly, daily, weekly, and monthly activity reports

All of the COPsync reports are interlaced. Once personal, vehicle and jurisdictional information is captured, it's available throughout the entire suite of forms and reports.

Imagine the myriad of forms required for arresting and booking (tow release, tow inventory, sobriety test form, state forms, local forms, jail forms, complaint forms, affidavits, etc.). Each form requires redundant information. These forms are all auto-populated by COPsync, allowing for significant time savings and efficiency.



**AI-6372****14.D.****Health Insurance claims for periods 10/16/07 thru 10/22/07 & 10/23/07 thru 10/29/07****CC REGULAR****Date:** 11/06/2007**Submitted By:** Anna Galvan, BUDGET & MANAGEMENT**Submitted For:** Valde Guerra**Department:** BUDGET & MANAGEMENT**Agenda Area:** Budget and Management

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**Information****CAPTION**

Health Insurance Division:

1. Discussion, consideration and approval to transfer \$ 625,448.47 to the Hidalgo County Insurance claims bank account for Health Insurance claims for periods:

|                                        |               |
|----------------------------------------|---------------|
| October 16, 2007 thru October 22, 2007 | \$ 305,568.35 |
| October 23, 2007 thru October 29, 2007 | \$ 319,880.12 |
| Total:                                 | \$ 625,448.47 |

2. Approval of wire transfer to cover claims paid.

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**Link: [Health Claims](#)  
[10-16-07 thru 10-22-07](#)Link: [Health Claims](#)  
[10-23-07 thru 10-29-07](#)

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**Form Routing/Status**

| Route Seq                       | Inbox                 | Approved By    | Date                            | Status |
|---------------------------------|-----------------------|----------------|---------------------------------|--------|
| 1                               | Budget & Management   | Dina Trevino   | 11/02/2007 10:33 AM             | APRV   |
| 2                               | Veronica Lopez        | Veronica Lopez | 11/02/2007 12:22 PM             | APRV   |
| 3                               | Purchasing Department | Marty Salazar  | 11/02/2007 12:36 PM             | APRV   |
| 4                               | Auditor's Office      |                | 11/02/2007 04:02 PM             | NEW    |
| Form Started By: Anna Galvan    |                       |                | Started On: 11/01/2007 08:36 AM |        |
| Final Approval Date: 11/02/2007 |                       |                |                                 |        |

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Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 10/16/2007 through 10/22/2007

**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount     | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | R0001949       | \$0.00     | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | R000195J       | \$0.00     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | R000195K       | \$0.00     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047556       | \$51.49    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047557       | \$45.00    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047558       | \$3,129.06 | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047559       | \$42.48    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047560       | \$157.08   | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047561       | \$59.05    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047562       | \$47.06    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047563       | \$6,572.57 | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047564       | \$13.00    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047565       | \$7.35     | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047566       | \$128.10   | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047567       | \$113.36   | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047568       | \$369.39   | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047569       | \$87.01    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047570       | \$83.55    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047571       | \$17.02    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047572       | \$266.91   | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047573       | \$97.36    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047574       | \$75.00    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047575       | \$85.40    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047576       | \$34.18    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047577       | \$978.72   | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047578       | \$56.25    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047579       | \$47.84    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047580       | \$122.81   | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047581       | \$17.82    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047582       | \$451.75   | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047583       | \$949.20   | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047584       | \$68.30    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047585       | \$13.00    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047586       | \$198.40   | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047587       | \$240.68   | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047588       | \$44.36    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |

Group Financial System  
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**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount      | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|-------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70047589       | \$234.43    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047590       | \$81.18     | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047591       | \$50.14     | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047592       | \$18.02     | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047593       | \$21,313.45 | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047594       | \$100.00    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047595       | \$59.18     | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047596       | \$136.96    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047597       | \$12.17     | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047598       | \$35.39     | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047599       | \$425.08    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047600       | \$21.38     | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047601       | \$1,735.43  | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047602       | \$199.53    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047603       | \$238.54    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047604       | \$383.59    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047605       | \$324.48    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047606       | \$124.69    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047607       | \$25.75     | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047608       | \$61.49     | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047609       | \$213.24    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047610       | \$100.68    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047611       | \$222.57    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047612       | \$278.06    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047613       | \$109.92    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047614       | \$66.56     | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047615       | \$43.82     | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047616       | \$470.11    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047617       | \$62.43     | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047618       | \$952.00    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047619       | \$18.00     | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047620       | \$111.40    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047621       | \$264.60    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047622       | \$13,599.34 | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047623       | \$240.00    | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047624       | \$75.42     | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |

Group Financial System  
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**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount      | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|-------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70047625       | \$2,006.28  | 10/15/2007  | 10/16/2007      | 10/16/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047626       | \$37.00     | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047627       | \$87.79     | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047628       | \$70.47     | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047629       | \$161.62    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047630       | \$83.22     | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047631       | \$85.62     | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047632       | \$47.84     | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047633       | \$195.00    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047634       | \$1,066.78  | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047635       | \$98.36     | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047636       | \$474.54    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047637       | \$104.18    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047638       | \$101.59    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047639       | \$133.37    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047640       | \$206.72    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047641       | \$1,001.44  | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047642       | \$112.20    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047643       | \$233.75    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047644       | \$137.01    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047645       | \$111.26    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047646       | \$186.79    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047647       | \$756.48    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047648       | \$500.00    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047649       | \$261.51    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047650       | \$228.80    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047651       | \$53.37     | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047652       | \$47.84     | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047653       | \$85.62     | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047654       | \$31.25     | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047655       | \$830.72    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047656       | \$186.50    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047657       | \$167.84    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047658       | \$10,687.72 | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047659       | \$459.68    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047660       | \$30.47     | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 10/16/2007 through 10/22/2007

**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount     | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70047661       | \$419.79   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047662       | \$14.34    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047663       | \$120.40   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047664       | \$66.72    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047665       | \$188.25   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047666       | \$457.44   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047667       | \$81.18    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047668       | \$13.85    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047669       | \$1,670.28 | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047670       | \$665.88   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047671       | \$664.17   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047672       | \$69.85    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047673       | \$171.25   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047674       | \$552.71   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047675       | \$98.57    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047676       | \$918.96   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047677       | \$4.96     | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047678       | \$34.30    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047679       | \$90.37    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047680       | \$542.18   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047681       | \$118.20   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047682       | \$48.18    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047683       | \$34.18    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047684       | \$39.00    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047685       | \$54.00    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047686       | \$283.95   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047687       | \$31.99    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047688       | \$90.14    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047689       | \$88.94    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047690       | \$76.35    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047691       | \$296.60   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047692       | \$37.90    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047693       | \$112.55   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047694       | \$82.75    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047695       | \$58.32    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047696       | \$42.89    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |

Group Financial System  
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**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount     | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70047697       | \$96.10    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047698       | \$21.38    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047699       | \$123.75   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047700       | \$127.86   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047701       | \$344.01   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047702       | \$56.92    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047703       | \$120.05   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047704       | \$186.99   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047705       | \$1,514.80 | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047706       | \$53.98    | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047707       | \$139.73   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047708       | \$504.70   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047709       | \$654.00   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047710       | \$168.90   | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047711       | \$1,648.18 | 10/16/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047712       | \$1,227.23 | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047713       | \$604.10   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047714       | \$420.62   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047715       | \$319.07   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047716       | \$26.49    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047717       | \$52.84    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047718       | \$206.36   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047719       | \$348.49   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047720       | \$1,088.60 | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047721       | \$2,193.37 | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047722       | \$1,640.80 | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047723       | \$111.25   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047724       | \$39.22    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047725       | \$131.32   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047726       | \$354.00   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047727       | \$354.00   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047728       | \$599.25   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047729       | \$507.49   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047730       | \$152.60   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047731       | \$85.51    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047732       | \$763.86   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |

Group Financial System  
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**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount     | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70047733       | \$77.09    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047734       | \$1,700.40 | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047735       | \$228.28   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047736       | \$126.96   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047737       | \$165.99   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047738       | \$6.18     | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047739       | \$34.58    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047740       | \$177.54   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047741       | \$195.33   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047742       | \$47.84    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047743       | \$272.31   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047744       | \$116.14   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047745       | \$75.00    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047746       | \$204.40   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047747       | \$275.27   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047748       | \$540.10   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047749       | \$79.39    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047750       | \$1,361.91 | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047751       | \$245.46   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047752       | \$129.91   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047753       | \$17.02    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047754       | \$228.23   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047755       | \$27.01    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047756       | \$359.97   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047757       | \$191.10   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047758       | \$54.80    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047759       | \$4,373.62 | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047760       | \$319.87   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047761       | \$34.18    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047762       | \$40.00    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047763       | \$66.96    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047764       | \$176.11   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047765       | \$73.08    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047766       | \$897.39   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047767       | \$36.80    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047768       | \$52.84    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |

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**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount     | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70047769       | \$132.79   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047770       | \$11.48    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047771       | \$52.84    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047772       | \$224.00   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047773       | \$425.38   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047774       | \$13.00    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047775       | \$89.47    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047776       | \$646.56   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047777       | \$118.80   | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047778       | \$86.03    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047779       | \$25.04    | 10/17/2007  | 10/18/2007      | 10/18/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047780       | \$51.66    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047781       | \$118.13   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047782       | \$60.00    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047783       | \$213.09   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047784       | \$145.56   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047785       | \$284.99   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047786       | \$1,617.92 | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047787       | \$25.83    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047788       | \$153.85   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047789       | \$49.13    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047790       | \$590.20   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047791       | \$2,379.57 | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047792       | \$290.39   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047793       | \$729.88   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047794       | \$135.59   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047795       | \$18.30    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047796       | \$58.64    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047797       | \$570.89   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047798       | \$217.39   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047799       | \$63.88    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047800       | \$18.00    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047801       | \$1,128.50 | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047802       | \$34.41    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047803       | \$85.89    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047804       | \$111.15   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |

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| Bank Account         | Policy    | Payment Number | Amount     | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70047805       | \$1,218.04 | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047806       | \$208.00   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047807       | \$662.86   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047808       | \$423.22   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047809       | \$822.34   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047810       | \$362.50   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047811       | \$760.00   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047812       | \$1,616.40 | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047813       | \$52.84    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047814       | \$63.04    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047815       | \$350.81   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047816       | \$78.21    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047817       | \$85.62    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047818       | \$108.65   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047819       | \$102.56   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047820       | \$8.12     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047821       | \$18.30    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047822       | \$57.39    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047823       | \$18.13    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047824       | \$15.00    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047825       | \$95.18    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047826       | \$10.50    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047827       | \$245.43   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047828       | \$783.36   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047829       | \$18.70    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047830       | \$1,141.74 | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047831       | \$87.32    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047832       | \$165.77   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047833       | \$7.74     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047834       | \$87.74    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047835       | \$468.19   | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047836       | \$20.27    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047837       | \$20.00    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047838       | \$7.32     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047839       | \$81.12    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047840       | \$25.01    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |

Group Financial System  
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**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount      | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|-------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70047841       | \$576.43    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047842       | \$1,900.00  | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047843       | \$87.57     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047844       | \$94.67     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047845       | \$90.62     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047846       | \$67.50     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047847       | \$11.29     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047848       | \$183.59    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047849       | \$158.52    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047850       | \$215.00    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047851       | \$41.84     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047852       | \$45.00     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047853       | \$205.16    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047854       | \$158.02    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047855       | \$89.06     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047856       | \$72.52     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047857       | \$55.90     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047858       | \$357.15    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047859       | \$120.40    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047860       | \$145.60    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047861       | \$742.00    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047862       | \$169.48    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047863       | \$69.36     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047864       | \$130.87    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047865       | \$258.25    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047866       | \$757.19    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047867       | \$19,111.22 | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047868       | \$88.68     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047869       | \$4,251.30  | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047870       | \$263.53    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047871       | \$26.00     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047872       | \$238.84    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047873       | \$804.18    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047874       | \$660.47    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047875       | \$167.06    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047876       | \$498.18    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 10/16/2007 through 10/22/2007

**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount      | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|-------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70047877       | \$311.41    | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047878       | \$51.95     | 10/18/2007  | 10/19/2007      | 10/19/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047879       | \$194.45    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047880       | \$399.15    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047881       | \$37.25     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047882       | \$189.17    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047883       | \$208.16    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047884       | \$49.22     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047885       | \$18.00     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047886       | \$99.74     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047887       | \$178.32    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047888       | \$339.80    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047889       | \$199.70    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047890       | \$240.82    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047891       | \$81.31     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047892       | \$30.00     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047893       | \$13.00     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047894       | \$184.04    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047895       | \$108.44    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047896       | \$262.35    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047897       | \$1,700.00  | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047898       | \$2,072.70  | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047899       | \$337.39    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047900       | \$20.62     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047901       | \$190.14    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047902       | \$212.32    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047903       | \$5.00      | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047904       | \$18.02     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047905       | \$57.08     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047906       | \$421.39    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047907       | \$75.00     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047908       | \$16.04     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047909       | \$325.81    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047910       | \$135.00    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047911       | \$15,995.11 | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047912       | \$151.89    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 10/16/2007 through 10/22/2007

**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount      | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|-------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70047913       | \$47.84     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047914       | \$145.60    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047915       | \$47.84     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047916       | \$304.32    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047917       | \$240.52    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047918       | \$33.23     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047919       | \$507.00    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047920       | \$46,285.80 | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047921       | \$120.40    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047922       | \$794.97    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047923       | \$1,301.89  | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047924       | \$39.18     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047925       | \$39.32     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047926       | \$629.23    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047927       | \$137.08    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047928       | \$621.35    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047929       | \$318.16    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047930       | \$131.96    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047931       | \$46.57     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047932       | \$693.35    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047933       | \$117.33    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047934       | \$149.31    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047935       | \$168.21    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047936       | \$126.25    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047937       | \$71.89     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047938       | \$353.42    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047939       | \$125.27    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047940       | \$16.04     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047941       | \$109.02    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047942       | \$1,624.55  | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047943       | \$6.23      | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047944       | \$105.40    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047945       | \$224.32    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047946       | \$34.30     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047947       | \$135.00    | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047948       | \$13.00     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 10/16/2007 through 10/22/2007

**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount       | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|--------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70047949       | \$80.00      | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047950       | \$183.96     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047951       | \$36.41      | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047952       | \$105.90     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047953       | \$40.44      | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047954       | \$4,118.61   | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047955       | \$1,134.72   | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047956       | \$39.18      | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047957       | \$442.30     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047958       | \$569.94     | 10/20/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047959       | \$29,789.56  | 10/21/2007  | 10/22/2007      | 10/22/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 79900436       | \$3,522.81   | 10/17/2007  | 10/17/2007      | 10/17/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 79900437       | \$14,033.00  | 10/22/2007  | 10/22/2007      | 10/22/2007 Issued             |
| Total                |           |                | \$305,568.35 |             |                 |                               |

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 10/23/2007 through 10/29/2007

**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount      | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|-------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | R00019EE       | \$0.00      | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70034769       | -\$278.05   | 2/15/2007   | 10/26/2007      | 10/26/2007 Stopped            |
| 00000000000010008578 | GUSIP970A | 70041523       | -\$162.68   | 6/21/2007   | 10/26/2007      | 10/26/2007 Stopped            |
| 00000000000010008578 | GUSIP970A | 70047960       | \$3.73      | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047961       | \$326.18    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047962       | \$29.58     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047963       | \$37.20     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047964       | \$315.94    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047965       | \$37.51     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047966       | \$42.00     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047967       | \$144.55    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047968       | \$47.84     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047969       | \$60.12     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047970       | \$272.07    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047971       | \$112.94    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047972       | \$83,554.08 | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047973       | \$159.37    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047974       | \$175.78    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047975       | \$947.54    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047976       | \$924.39    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047977       | \$86.50     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047978       | \$87.79     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047979       | \$47.05     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047980       | \$961.13    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047981       | \$47.84     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047982       | \$41.87     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047983       | \$210.00    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047984       | \$107.40    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047985       | \$92.39     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047986       | \$159.09    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047987       | \$111.25    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047988       | \$133.69    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047989       | \$54.76     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047990       | \$812.60    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047991       | \$64.25     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047992       | \$1.00      | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 10/23/2007 through 10/29/2007

**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount      | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|-------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70047993       | \$65.26     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047994       | \$773.33    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047995       | \$39.30     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047996       | \$318.64    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047997       | \$20.00     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047998       | \$95.10     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70047999       | \$612.08    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048000       | \$190.28    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048001       | \$4,838.15  | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048002       | \$30.31     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048003       | \$664.90    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048004       | \$115.12    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048005       | \$3.90      | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048006       | \$44.36     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048007       | \$233.86    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048008       | \$430.50    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048009       | \$78.86     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048010       | \$21,306.60 | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048011       | \$237.50    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048012       | \$139.67    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048013       | \$324.37    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048014       | \$38.75     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048015       | \$457.83    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048016       | \$167.84    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048017       | \$34.18     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048018       | \$449.80    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048019       | \$233.57    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048020       | \$9,552.04  | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048021       | \$48.37     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048022       | \$140.53    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048023       | \$523.35    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048024       | \$82.29     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048025       | \$129.84    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048026       | \$87.79     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048027       | \$624.40    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048028       | \$85.43     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 10/23/2007 through 10/29/2007

**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount      | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|-------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70048029       | \$57.64     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048030       | \$380.58    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048031       | \$300.00    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048032       | \$186.41    | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048033       | \$22.54     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048034       | \$1,804.63  | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048035       | \$66.56     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048036       | \$46.56     | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048037       | \$1,096.04  | 10/22/2007  | 10/23/2007      | 10/23/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048038       | \$64.05     | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048039       | \$416.25    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048040       | \$222.63    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048041       | \$131.59    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048042       | \$68.88     | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048043       | \$35.39     | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048044       | \$50.17     | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048045       | \$287.49    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048046       | \$61.32     | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048047       | \$178.86    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048048       | \$100.81    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048049       | \$6,288.30  | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048050       | \$34.18     | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048051       | \$106.90    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048052       | \$95.49     | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048053       | \$2.01      | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048054       | \$120.40    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048055       | \$122.40    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048056       | \$917.08    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048057       | \$31.42     | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048058       | \$13,773.46 | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048059       | \$2,624.29  | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048060       | \$74.87     | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048061       | \$70.80     | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048062       | \$39.18     | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048063       | \$1,001.55  | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048064       | \$70.78     | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 10/23/2007 through 10/29/2007

**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount     | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70048065       | \$26.94    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048066       | \$151.90   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048067       | \$18.00    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048068       | \$40.68    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048069       | \$2.01     | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048070       | \$741.02   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048071       | \$45.01    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048072       | \$88.08    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048073       | \$186.98   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048074       | \$66.56    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048075       | \$57.62    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048076       | \$140.34   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048077       | \$140.70   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048078       | \$1,616.40 | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048079       | \$19.40    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048080       | \$589.86   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048081       | \$532.50   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048082       | \$326.96   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048083       | \$351.07   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048084       | \$278.60   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048085       | \$174.85   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048086       | \$241.00   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048087       | \$1,725.59 | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048088       | \$58.60    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048089       | \$90.62    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048090       | \$101.50   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048091       | \$351.57   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048092       | \$71.90    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048093       | \$390.69   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048094       | \$471.00   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048095       | \$128.58   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048096       | \$221.47   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048097       | \$395.04   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048098       | \$754.32   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048099       | \$184.09   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048100       | \$208.00   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |

Group Financial System  
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**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount     | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70048101       | \$641.63   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048102       | \$281.02   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048103       | \$448.85   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048104       | \$42.35    | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048105       | \$400.36   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048106       | \$331.80   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048107       | \$240.00   | 10/23/2007  | 10/24/2007      | 10/24/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048108       | \$560.30   | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048109       | \$23.87    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048110       | \$126.36   | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048111       | \$3,899.55 | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048112       | \$30.84    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048113       | \$5.40     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048114       | \$40.00    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048115       | \$74.87    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048116       | \$180.31   | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048117       | \$238.72   | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048118       | \$5.00     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048119       | \$257.04   | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048120       | \$177.39   | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048121       | \$77.99    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048122       | \$41.11    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048123       | \$130.27   | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048124       | \$31.05    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048125       | \$152.60   | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048126       | \$61.71    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048127       | \$72.46    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048128       | \$285.90   | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048129       | \$57.15    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048130       | \$177.62   | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048131       | \$25.00    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048132       | \$44.01    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048133       | \$724.54   | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048134       | \$73.34    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048135       | \$173.36   | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048136       | \$305.21   | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 10/23/2007 through 10/29/2007

**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount      | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|-------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70048137       | \$154.67    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048138       | \$12.04     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048139       | \$31.99     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048140       | \$31.99     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048141       | \$14,711.02 | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048142       | \$44.01     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048143       | \$389.04    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048144       | \$35.71     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048145       | \$546.42    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048146       | \$240.22    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048147       | \$285.00    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048148       | \$1,063.71  | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048149       | \$52.84     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048150       | \$300.00    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048151       | \$211.89    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048152       | \$198.13    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048153       | \$156.24    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048154       | \$55.50     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048155       | \$253.22    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048156       | \$102.90    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048157       | \$45.00     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048158       | \$121.57    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048159       | \$121.59    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048160       | \$29.90     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048161       | \$31.61     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048162       | \$98.80     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048163       | \$13.81     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048164       | \$666.40    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048165       | \$17.57     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048166       | \$41.76     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048167       | \$18.02     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048168       | \$7.01      | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048169       | \$10.00     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048170       | \$93.21     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048171       | \$7.46      | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048172       | \$3,604.77  | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |

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**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment Number | Amount      | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|-------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70048173       | \$72.24     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048174       | \$81.57     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048175       | \$1,153.48  | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048176       | \$39.18     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048177       | \$297.50    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048178       | \$179.64    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048179       | \$216.31    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048180       | \$221.49    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048181       | \$665.00    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048182       | \$243.23    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048183       | \$326.64    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048184       | \$30.45     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048185       | \$671.25    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048186       | \$102.90    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048187       | \$21.42     | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048188       | \$172.61    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048189       | \$133.46    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048190       | \$138.19    | 10/24/2007  | 10/25/2007      | 10/25/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048191       | \$3,734.80  | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048192       | \$380.80    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048193       | \$270.00    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048194       | \$418.77    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048195       | \$47.84     | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048196       | \$243.60    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048197       | \$154.76    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048198       | \$10,269.73 | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048199       | \$69.63     | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048200       | \$47.84     | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048201       | \$859.22    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048202       | \$49.50     | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048203       | \$17.50     | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048204       | \$92.69     | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048205       | \$308.55    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048206       | \$25.00     | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048207       | \$333.11    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048208       | \$51.25     | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |

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| Bank Account         | Policy    | Payment Number | Amount     | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70048209       | \$205.16   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048210       | \$143.42   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048211       | \$36.99    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048212       | \$109.30   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048213       | \$49.01    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048214       | \$52.41    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048215       | \$391.22   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048216       | \$342.52   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048217       | \$52.84    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048218       | \$123.50   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048219       | \$122.04   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048220       | \$496.85   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048221       | \$214.07   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048222       | \$104.03   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048223       | \$88.93    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048224       | \$13.00    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048225       | \$78.82    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048226       | \$89.64    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048227       | \$7.19     | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048228       | \$1,763.60 | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048229       | \$1,322.77 | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048230       | \$40.60    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048231       | \$226.26   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048232       | \$4.10     | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048233       | \$71.27    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048234       | \$1,259.16 | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048235       | \$85.62    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048236       | \$216.67   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048237       | \$173.14   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048238       | \$96.93    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048239       | \$22.77    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048240       | \$193.74   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048241       | \$30.00    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048242       | \$162.05   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048243       | \$90.57    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048244       | \$198.27   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |

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| Bank Account         | Policy    | Payment Number | Amount     | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70048245       | \$55.55    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048246       | \$297.00   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048247       | \$200.44   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048248       | \$21.00    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048249       | \$55.21    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048250       | \$52.50    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048251       | \$1,394.66 | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048252       | \$17.58    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048253       | \$22.00    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048254       | \$37.26    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048255       | \$610.00   | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048256       | \$25.00    | 10/25/2007  | 10/26/2007      | 10/26/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048257       | \$763.00   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048258       | \$186.75   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048259       | \$1,000.95 | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048260       | \$19.40    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048261       | \$93.78    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048262       | \$131.56   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048263       | \$47.84    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048264       | \$73.14    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048265       | \$126.70   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048266       | \$156.91   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048267       | \$47.00    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048268       | \$114.56   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048269       | \$51.03    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048270       | \$120.07   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048271       | \$295.33   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048272       | \$411.11   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048273       | \$1,194.16 | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048274       | \$1,706.77 | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048275       | \$100.00   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048276       | \$9,925.97 | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048277       | \$95.00    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048278       | \$9.96     | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048279       | \$67.52    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048280       | \$5.00     | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |

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| Bank Account         | Policy    | Payment Number | Amount     | Issued Date | Accounting Date | Process Transaction Date Type |
|----------------------|-----------|----------------|------------|-------------|-----------------|-------------------------------|
| 00000000000010008578 | GUSIP970A | 70048281       | \$35.00    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048282       | \$15.01    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048283       | \$118.00   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048284       | \$70.50    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048285       | \$151.17   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048286       | \$220.75   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048287       | \$160.23   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048288       | \$197.18   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048289       | \$153.13   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048290       | \$16.38    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048291       | \$52.84    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048292       | \$36.84    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048293       | \$3,565.69 | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048294       | \$54.01    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048295       | \$34.18    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048296       | \$13.00    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048297       | \$47.95    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048298       | \$528.80   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048299       | \$489.14   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048300       | \$514.61   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048301       | \$86.92    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048302       | \$264.31   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048303       | \$84.93    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048304       | \$34.30    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048305       | \$51.20    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048306       | \$100.82   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048307       | \$136.50   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048308       | \$71.40    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048309       | \$47.84    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048310       | \$61.14    | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048311       | \$121.88   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048312       | \$103.35   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048313       | \$282.87   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048314       | \$669.37   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048315       | \$261.12   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |
| 00000000000010008578 | GUSIP970A | 70048316       | \$128.95   | 10/27/2007  | 10/29/2007      | 10/29/2007 Issued             |

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 10/23/2007 through 10/29/2007

**HIDALGO COUNTY**

| Bank Account         | Policy    | Payment<br>Number | Amount       | Issued<br>Date | Accounting<br>Date | Process Transaction<br>Date Type |
|----------------------|-----------|-------------------|--------------|----------------|--------------------|----------------------------------|
| 00000000000010008578 | GUSIP970A | 70048317          | \$336.74     | 10/27/2007     | 10/29/2007         | 10/29/2007 Issued                |
| 00000000000010008578 | GUSIP970A | 70048318          | \$22.05      | 10/27/2007     | 10/29/2007         | 10/29/2007 Issued                |
| 00000000000010008578 | GUSIP970A | 70048319          | \$186.67     | 10/27/2007     | 10/29/2007         | 10/29/2007 Issued                |
| 00000000000010008578 | GUSIP970A | 70048320          | \$12.84      | 10/27/2007     | 10/29/2007         | 10/29/2007 Issued                |
| 00000000000010008578 | GUSIP970A | 70048321          | \$35,590.79  | 10/28/2007     | 10/29/2007         | 10/29/2007 Issued                |
| 00000000000010008578 | GUSIP970A | 79900438          | \$7,613.32   | 10/23/2007     | 10/23/2007         | 10/23/2007 Issued                |
| 00000000000010008578 | GUSIP970A | 79900439          | \$7,613.32   | 10/23/2007     | 10/23/2007         | 10/23/2007 Issued                |
| Total                |           |                   | \$319,880.12 |                |                    |                                  |

**AI-6289**

**14.E.**

**2007-Juvenile-CO 2004**

**CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Approval of 2007 intradepartmental transfer within the Certificate of Obligation Series 2004 (1334) for Juvenile Justice Center in the amount of \$30,000.00

**BACKGROUND**

See AI#6266 for reference

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1334-423-32-330-042-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

720-->431 \$30,000.00; available balance as of 10/29/07 \$41,733.63

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**Attachments**

Link: 2007

Intradepartmental Transfer

Link: Reference AI 6266

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By  | Date                | Status |
|-----------|-----------------------|--------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino | 10/30/2007 02:49 PM | APRV   |
| 2         | Dale Kennan           | Dale Kennan  | 11/01/2007 12:55 PM | APRV   |
| 3         | Purchasing Department |              | 11/02/2007 04:02 PM | NEW    |
| 4         | Auditor's Office      | Linda Fong   | 11/01/2007 03:23 PM | APRV   |
| 5         | Joy Hsu               |              | 11/02/2007 04:02 PM | NEW    |

Form Started By: Manuel Chapa

Started On: 10/29/2007 10:10 AM

Final Approval Date: 11/02/2007

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**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 |                                    |               |                                 |        |

The Following are the Purposes for each of the Certificates of Obligation that Hidalgo County has entered into.

\$32,700,000

**HIDALGO COUNTY, TEXAS  
COMBINATION LIMITED TAX AND LIMITED PLEDGE REVENUE  
CERTIFICATES OF OBLIGATION, SERIES 2004**

Dated: August 15, 2004

**PURPOSE** ... Proceeds from the sale of the Certificates will be used for the following purposes: (1) acquisition of rights of way for streets, roads and highways and related drainage, (2) the improvement of streets, roads and highways, and related traffic signaling equipment (3) the payment of professional services, including planning, surveying, engineering, legal and other professional services necessary for the purposes of acquiring streets, roads, and highways right of way, designing improvements thereon, and constructing improvements, (4) construction of Hidalgo County Juvenile Justice Center and all construction-related costs and professional services related thereto, (5) acquisition of new electronic voting equipment/systems, related software and computer equipment, (6) the cost of land and improvements to relocate the Precinct Two administrative and operational facilities; the cost of land and improvements for a Precinct Two park in the east Nolana area in north San Juan, (7) building renovations and major repairs, parking lot repairs and resurfacing (including professional services related thereto) of County buildings including: County Administration Building, County Courthouse Building and Annexes, Old Law Enforcement Building and County Jail, Extension Service Building, San Juan Community Resource Center, Moorefield Building; and the following Health Department facilities: Edinburg Central Office, Pharr Clinic, McAllen Clinic, and Weslaco Clinic, (8) purchase of road work and other equipment, (9) office equipment, computer software, vehicles, and law enforcement equipment, (10) landfill improvements to the Penitas landfill including acquiring land for landfill and for collection station and related equipment, (11) acquiring land for motorpool operations, and (12) the payment of costs of issuance of the certificates.

\$20,910,000

**HIDALGO COUNTY, TEXAS  
COMBINATION LIMITED TAX AND LIMITED PLEDGE REVENUE  
CERTIFICATES OF OBLIGATION, SERIES 2002**

**PURPOSE** ... Proceeds from the sale of the Certificates will be used to pay for the construction of new County buildings, renovation of buildings (including ADA compliance), clean up and closure of County landfill, the acquisition of motor vehicles and road construction and repair equipment, acquisition of computer software and hardware, acquisition of emergency management equipment, improvements to drainage system, payment of professional services to undertake engineering and planning of long-range road, transportation and drainage, improvements, and to pay for the cost of issuance of such Certificates.

\$25,675,000

**HIDALGO COUNTY, TEXAS  
COMBINATION LIMITED TAX AND LIMITED PLEDGE REVENUE  
CERTIFICATES OF OBLIGATION, SERIES 2001**

Dated: April 15, 2001

**PURPOSE** ... Proceeds from the sale of the Certificates will be used to pay for: improvements to County roads (including acquisition of rights-of-way), the County juvenile detention facility, to construct a new County Courthouse parking lot, improvements to County buildings and cleanup and closure of the County landfill, the acquisition of equipment, land acquisition and construction of a park, and to pay for professional services to undertake aerial surveying and mapping for planning long-range road, transportation and drainage improvements, and to pay for the cost of issuance of such Certificates.

**AI-6296**

**14.F.**

**2007-BA-for Health Benefits-Stop Loss (2201)**

**CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT

**Submitted For:** Health Benefits (2201)

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Approval of 2007 appropriation of funds for Health Benefits-Stop Loss (2201) in the amount of \$100,000.00.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** 7-2201-415-00-115-010-0-524

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation in the amount of \$100,000.00, from fund balance, to fund additional 2007 Stop Loss Insurance expenses.

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**Attachments**

Link: [2007 BA](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 10/30/2007 02:56 PM | APRV   |
| 2         | Rey Salazar           | Rey Salazar    | 10/31/2007 12:50 PM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 11/01/2007 08:32 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/01/2007 11:12 AM | APRV   |
| 5         | Court Administrator   | Monica Badillo | 11/01/2007 12:46 PM | APRV   |

Form Started By: Dale Kennan  
Started On: 10/30/2007 07:21 AM

Final Approval Date: 11/01/2007

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**AI-6290**

**14.G.**

**2007 interdepartmental for Sally Port project.**

**CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT

**Submitted For:** C.O. Series 2004-B&G-(1334)

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Approval of 2007 interdepartmental transfer with the Certificate of Obligation Series 2004-Buildings & Grounds (1334), from program 009 (Adm. Bldg.) & 011 (Old Jail) to program 015 (Sally Port) in the amount of \$16,522.68.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** Various

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

From various accounts (see attached) to 7-1334-423-00-220-015-0-452 for the Sally Port project, in the amount of \$16,522.68. Funding available as of 10/29/07

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**Attachments**

Link: 2007  
Interdepartmental for CO  
2004-B&G (1334)

Link: Sally Port Security  
System Retrofit

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**Form Routing/Status**

| Route Seq                    | Inbox                 | Approved By   | Date                            | Status |
|------------------------------|-----------------------|---------------|---------------------------------|--------|
| 1                            | Budget & Management   | Dina Trevino  | 10/29/2007 01:30 PM             | APRV   |
| 2                            | Manuel Chapa          | Manuel Chapa  | 10/30/2007 07:43 AM             | APRV   |
| 3                            | Purchasing Department | Marty Salazar | 10/31/2007 09:37 AM             | APRV   |
| 4                            | Auditor's Office      | Linda Fong    | 11/01/2007 11:10 AM             | APRV   |
| 5                            | Joy Hsu               |               | 11/02/2007 04:02 PM             | NEW    |
| Form Started By: Dale Kennan |                       |               | Started On: 10/29/2007 10:31 AM |        |

Final Approval Date: 11/02/2007

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DATE: October 29, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for the Certificate of Obligation Series 2004 (1334)

ACCOUNT NUMBER: 7-1334-4XX-X0-220-0XX-0-XXX

Contact Person: Dale Kennan Ph#: (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

| ACCOUNT NUMBER                   | ACCOUNT NAME                             | INCREASE (DECREASE) AMOUNT |
|----------------------------------|------------------------------------------|----------------------------|
| 7-1334-419-40-220-009-0-452      | C.O.,2004-B&G-ADM BLDG-BLDG ADD & RENOV  | (4,294.24)                 |
| 7-1334-419-40-220-009-0-664      | C.O.,2004-B&G-ADM BLDG-OTHER MINOR EQUIP | (4,294.24)                 |
| 7-1334-419-40-220-009-0-671      | C.O.,2004-B&G-ADM BLDG-BLDG R&M SUPPLIES | (101.41)                   |
| 7-1334-419-40-220-011-0-339      | C.O.,2004-B&G-OLD JAIL-OTHER PROFESSION  | (1,200.00)                 |
| 7-1334-419-40-220-011-0-431      | C.O.,2004-B&G-OLD JAIL-BLDG R&M SERVICE  | (5,305.98)                 |
| 7-1334-419-40-220-011-0-452      | C.O.,2004-B&G-OLD JAIL-BLDG ADD & RENOV  | (28.96)                    |
| 7-1334-419-40-220-011-0-671      | C.O.,2004-B&G-OLD JAIL-BLDG R&M SUPPLIES | (1,078.35)                 |
| 7-1334-419-40-220-011-0-748      | C.O.,2004-B&G-OLD JAIL-OTHER EQUIPMENT   | (219.50)                   |
|                                  |                                          |                            |
|                                  |                                          |                            |
|                                  |                                          |                            |
| 7-1334-423-00-220-015-0-452      | C.O.,2004-B&G-SALLY PORT-BLDG ADD &RENOV | 16,522.68                  |
|                                  |                                          |                            |
|                                  |                                          |                            |
|                                  |                                          |                            |
|                                  |                                          |                            |
|                                  |                                          |                            |
|                                  |                                          |                            |
| TOTAL BUDGET INCREASE (DECREASE) |                                          | 0.00                       |

REASON: **Transfer from C.O. 2004 B&G (Adm. Bldg. & Old Jail) to fund C.O. 2004 B&G (Sally Port) for security system retrofit.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
DATE

ATTEST COUNTY CLERK

## Base System Design and Layout

- **Access Control System**
  - 1 E-IDC Door Control Modules
  - 1 Reader Controlled Doors
    - Each door to receive 2 ProxPro card readers
    - Each door to receive new electric strike equipment
    - Each door to receive door status switch
    - Each door to receive REX motion device
- **CCTV System**
  - 1 16 Channel Digital Recorder
    - 250GB of internal storage
    - Built-in network card
    - Built-in CD/RW
  - 7 Existing Fixed Cameras to be Incorporated
  - 9 Exterior Fixed Color Cameras
    - Each with exterior housing
    - Each with exterior mount
  - 2 Power Supplies

**Total Project Pricing**

**\$ 21,352.00/plus tax**

### Clarifications

- TAC's deliverable will be in compliance with the agreed upon system design. The deliverables for this project will include the design, engineering, programming, instrumentation, documentation, permitting and installation of all associated materials to complete the system.
- Design, installation and testing will be performed and supervised directly by TAC.
- TAC's warranty is limited to those items provided and installed by TAC under this agreement. This warranty does not cover any existing items that will be re-used. Any existing and defective equipment will be brought to the customer's attention prior to final system commissioning.
- Cutting, patching, and painting by others.
- All work to be performed during normal working hours (7am – 5pm M-F). Cleanup of TAC work is included.
- TAC's price is based upon a direct purchase and not a monthly lease.
- TAC will utilize the existing conduit connections from the device locations back into the building.

## 7.0 TAC Project Details

The following information is based upon the current TAC TCPN contract schedule. N TAC's TCPN contract number is R4788.

| Part Number      | Description                                                                                 | Unit Price | Qty | Total             |
|------------------|---------------------------------------------------------------------------------------------|------------|-----|-------------------|
| 3980-00250       | DVXi XM – 16 Channel, 250 GB                                                                | \$4,637.60 | 1   | \$4,637.6         |
| POC254L2         | Panasonic Outdoor Color Camera Package - POC254L2                                           | \$703.72   | 9   | \$6,333.4         |
| AX-R2416UL       | 24VQC Rack Mounted Power Supply - 16 Channels                                               | \$391.68   | 1   | \$391.6           |
| S-EIDC-KIT-0001W | eIDC 1 Wiegand Door Kit                                                                     | \$710.60   | 1   | \$710.6           |
| 5365E1P00        | MINIPROX, 5.1-16 VDC, DESIGNER BLACK, 4-5.5" RANGE, INDOOR/OUTDOOR, 18" PIGTAIL             | \$138.54   | 1   | \$138.5           |
| Misc             | Door Sensor Switch                                                                          | \$5.00     | 1   | \$5.0             |
| 180ABV           | SDC Electric Strike 180ABV                                                                  | \$153.68   | 1   | \$153.6           |
| 4320nu           | Egress REX Device 4320NU                                                                    | \$62.21    | 1   | \$62.2            |
| DVT-WS-19MON     | 19" Ultra Sharp Flat Panel with Height Adjustable Stand                                     | \$442.82   | 1   | \$442.8           |
| Install Labor    | Installation and Wiring                                                                     | \$4,355.00 | 1   | \$4,355.0         |
| Install Labor    | Project Management                                                                          | \$90.00    | 16  | \$1,440.0         |
| Install Labor    | Documentation & Submittals - CAD Engineer                                                   | \$45.00    | 4   | \$180.0           |
| Install Labor    | Senior Software Engineer - Sr. Project Engineer                                             | \$71.00    | 12  | \$852.0           |
| Install Labor    | System Hardware Engineer                                                                    | \$45.00    | 9   | \$405.0           |
| Install Labor    | System Technician                                                                           | \$55.00    | 19  | \$1,045.0         |
| Misc             | Travel Expenses                                                                             | \$300.00   | 1   | \$300.0           |
|                  | <b>Sub Total</b>                                                                            |            |     | <b>\$21,452.6</b> |
|                  | <b>Bonds</b>                                                                                |            |     | <b>\$125.0</b>    |
|                  | <b>Total Project</b>                                                                        |            |     | <b>\$21,577.6</b> |
|                  |                                                                                             |            |     |                   |
|                  | <b>Optional Item</b>                                                                        |            |     |                   |
| 3982-00250       | Increased video input capacity. This is the delta between the 3980-00250 and the 3985-00250 | \$748.00   | 1   | \$748.0           |

**TAC's TCPN contract number is R4788. All items listed above are available through this contract.**

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# Technical Proposal & Approach

Project  
Hidalgo County  
Edinburg, Texas

Scope:  
Security Retrofit Project  
Hidalgo Sally Port



Submitted By:  
TAC  
Systems Integration Group

Date:  
August 1, 2007

---

## **1.0 Introduction**

TAC would like to express our appreciation for the opportunity to present the following proposal to expand the counties security platform to cover the Sally Port facility at the Court House. We at TAC bring comprehensive knowledge and installation expertise of the security industry. Our experience permits TAC to add value in facilitating and coordinating with various aspects of the construction phase to ensure the clients goals and the systems design needs are met.

It is important that the scope of work and its schedule be communicated and implemented; particularly at the time when the design is being completed and the implementation begins to ensure all aspects of the system are started and completed as intended.

## **2.0 Technical Narrative**

The installation of the security system will include the needed equipment to monitor and control (1) reader controlled door with dual readers, (8) new fixed color cameras, and (8) existing fixed cameras to be incorporated into the system. The installation process will add proximity card readers with an electric lock and alarm status switch to the identified door. It is the intent of TAC to provide a fully operational system including all related hardware, software, and installation. TAC will also provide full training of Hidalgo County staff on the operation and maintenance of the system. The scope of work for this project is based upon our site review as well as meetings, conversations and demonstrations with Hidalgo County. TAC has made provisions to easily expand into other areas of the building or new areas as you continue to grow. The Access Control portion of the project will be a full turnkey system including with all needed equipment and materials.

It is the intent of TAC to connect the digital recorder to the counties network so the data captured at the site can be transferred to the main TB storage array located at the new Administration facility.

- IP based and software centric
- Fully compatible with the video management system
- Cost effective
- Dependability
- Remote programming capabilities

## 5.0 Exclusions

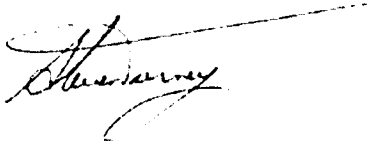
TAC has excluded the following items from our scope of work. These items are being excluded because we believe other construction trades will already be performing these functions and can perform these tasks in a more effective manor than TAC.

1. Primary AC Power
2. PC Workstation
2. Conduit
3. POE network equipment for power to doors
4. Fire alarm interface if needed

## 6.0 Conclusion

TAC would like to thank you for the opportunity to help with the design phase of the buildings security systems and we look forward to the implementation phase of the project. Our ultimate goal is to act as your representative during the installation phase of the project to ensure that the goals of the project are met.

Sincerely,



Steven Turney  
Security Business Leader  
TAC

**AI-6319**

**14.H.**

**Inter-Departmental Transfer for DBM - Safety Division  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Andres Castro, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Approval of 2007 interdepartmental transfer (1100) from County Wide Administration-Contingency to DBM - Safety Division in the amount of \$10,000.00.

**BACKGROUND**

To fund drug testing services expense.

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1100-415-00-115-002-0-899

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds Available For Transfer

\$10,000.00 --> 7-1100-419-50-115-059-0-339

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**Attachments**

Link: [interdepartmental transfer](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 10/31/2007 09:32 AM | APRV   |
| 2         | Sergio Cruz           | Sergio Cruz    | 10/31/2007 02:10 PM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 11/01/2007 08:33 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/01/2007 11:14 AM | APRV   |
| 5         | Court Administrator   | Monica Badillo | 11/01/2007 12:47 PM | APRV   |

Form Started By: Andres Castro  
Started On: 10/31/2007 08:48 AM

Final Approval Date: 11/01/2007

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## BUDGET INTER-DEPARTMENTAL TRANSFER

**DATE:** October 31, 2007

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** DBM - Safety Division

**ACCOUNT NUMBER:** 7-1100-41X-X0-X1X-0XX-0-XXX

|                        |                      |                  |
|------------------------|----------------------|------------------|
| <b>CONTACT PERSON:</b> |                      | (956) 292-7025   |
| <u>Andres Castro</u>   | <b>TELEPHONE NO.</b> | <u>EXT. 5761</u> |

**SUBJECT: Inter-departmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental Transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

[illegible]

**REASON: INTER-DEPARTMENTAL TRANSFER FROM CONTINGENCY TO SAFETY DIVISION TO FUND DRUG TESTING SERVICES EXPENSES.**

DEPARTMENT HEAD SIGNATURE

DATE \_\_\_\_\_

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-6323**

**14.I.**

**Inter-Departmental Transfer for Public Defense  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Andres Castro, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Approval of 2007 interdepartmental transfer from Countywide Administration- Contingency (1100) to Public Defense - Legal & Expert Witness (1100) in the amount of \$350,000.00.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1100-415-00-115-002-0-899

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

7-1100-415-00-115-002-0-899-->7-1100-412-30-115-016-0-333 \$350,000.00; Available balance as of 10/31/2007 \$2,623,074.21.

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**Attachments**

Link: [2007 inter-dept](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 10/31/2007 12:15 PM | APRV   |
| 2         | Ivan Cantu            | Ivan Cantu     | 10/31/2007 12:29 PM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 11/01/2007 08:33 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/01/2007 11:15 AM | APRV   |
| 5         | Court Administrator   | Monica Badillo | 11/01/2007 12:46 PM | APRV   |

Form Started By: Andres Castro  
Started On: 10/31/2007 09:16 AM

Final Approval Date: 11/01/2007

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**DATE:** October 31, 2007

**DEPARTMENT NAME:** Dept. Of Budget & Mgmt. C/O Public Defense

|                        |                      |                  |
|------------------------|----------------------|------------------|
| <b>CONTACT PERSON:</b> |                      | (956) 292-7025   |
| <u>Andres Castro</u>   | <b>TELEPHONE NO.</b> | <u>EXT. 5761</u> |

Honorable Commissioners' Court of Hidalgo County:

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME              | AMOUNT       |
|-------------------------------------|---------------------------------------|--------------|
| FROM                                |                                       |              |
| 7-1100-415-00-115-002-0-899         | CO Wide Admin.-Contingency            | (350,000.00) |
|                                     |                                       |              |
|                                     |                                       |              |
| TO                                  |                                       |              |
| 7-1100-412-30-115-016-0-333         | Public Defense-Legal & Expert Witness | 350,000.00   |
|                                     |                                       |              |
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|                                     |                                       |              |
| TOTAL BUDGET INCREASE (DECREASE)    |                                       | 0.00         |

**REASON:** INTER-DEPARTMENTAL TRANSFER FROM CONTINGENCY TO LEGAL & EXPERT WITNESS TO FUND UPCOMING EXPENSES.

**DEPARTMENT HEAD SIGNATURE**

/      /  
\_\_\_\_\_  
DATE

**APPROVED COMMISSIONERS' COURT**

ATTEST COUNTY CLERK

**AI-6332**

**14.J.**

**Inter-Departmental Transfer for Mission TIF  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Andres Castro, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Approval of 2007 interdepartmental transfer from Countywide Administration- Contingency to Mission TIF - Aid to Govt Agency (1100) in the amount of \$225,000.00.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1100-415-00-115-002-0-899

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

7-1100-415-00-115-002-0-899-->7-1100-465-20-115-039-0-841 \$225,000.00; Available balance as of 10/31/2007 \$2,623,074.21.

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**Attachments**

Link: [2007 inter-dept](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Dina Trevino   | 10/31/2007 03:23 PM | APRV   |
| 2         | Rey Salazar           | Rey Salazar    | 11/01/2007 09:40 AM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 11/01/2007 12:07 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 11/01/2007 12:20 PM | APRV   |
| 5         | Court Administrator   | Monica Badillo | 11/01/2007 12:47 PM | APRV   |

Form Started By: Andres Castro  
Started On: 10/31/2007 12:38 PM

Final Approval Date: 11/01/2007

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## BUDGET INTER-DEPARTMENTAL TRANSFER

**DATE:** October 31, 2007

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Dept. Of Budget & Mgmt. C/O Mission TIF

**ACCOUNT NUMBER:** 7-1100-41X-X0-X1X-0XX-0-XXX

|                        |                      |                  |
|------------------------|----------------------|------------------|
| <b>CONTACT PERSON:</b> |                      | (956) 292-7025   |
| <u>Andres Castro</u>   | <b>TELEPHONE NO.</b> | <u>EXT. 5761</u> |

**SUBJECT: Inter-departmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental Transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

| <b>INCREASE/DECREASE<br/>ACCOUNT NUMBER</b> | <b>ACCOUNT (OBJECT)<br/>NAME</b> | <b>AMOUNT</b> |
|---------------------------------------------|----------------------------------|---------------|
| <b>FROM</b>                                 |                                  |               |
| 7-1100-415-00-115-002-0-899                 | CO Wide Admin.-Contingency       | (225,000.00)  |
|                                             |                                  |               |
| <b>TO</b>                                   |                                  |               |
| 7-1100-465-20-115-039-0-841                 | Mission TIF Aid to Govt Agency   | 225,000.00    |
|                                             |                                  |               |
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|                                             |                                  |               |
| <b>TOTAL BUDGET INCREASE (DECREASE)</b>     |                                  | <b>0.00</b>   |

**REASON:** INTER-DEPARTMENTAL TRANSFER FROM CONTINGENCY TO AID TO GOVT AGENCY TO MAKE MISSION TIF PAYMENT.

DEPARTMENT HEAD SIGNATURE

/      /  
\_\_\_\_\_  
DATE

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-6346**

**14.K.**

**Interdept transfer for General Litigation Services  
CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Approval of 2007 interdepartmental transfer from Countywide Administration - Contingency to General Litigation - Other Professional Services (1100) in the total amount of \$100,000.00.

**BACKGROUND**

To fund projected expenditures for legal services rendered.

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**Fiscal Impact**

**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 --> 7-1100-415-30-115-021-0-339 \$100,000.00, Available Balance as of 10-31-07 \$2,623,074.21

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**Attachments**

Link: [6346 General Litigation transfer](#)

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**Form Routing/Status**

| Route Seq | Inbox                   | Approved By    | Date                | Status |
|-----------|-------------------------|----------------|---------------------|--------|
| 1         | Ivan Cantu (Originator) | Ivan Cantu     | 11/01/2007 09:11 AM | APRV   |
| 2         | Andres Castro           | Andres Castro  | 11/01/2007 10:02 AM | APRV   |
| 3         | Budget & Management     | Dina Trevino   | 11/01/2007 03:41 PM | APRV   |
| 4         | Veronica Lopez          | Veronica Lopez | 11/02/2007 07:18 AM | APRV   |
| 5         | Purchasing Department   | Marty Salazar  | 11/02/2007 08:20 AM | APRV   |
| 6         | Auditor's Office        |                | 11/02/2007 04:02 PM | NEW    |

Form Started By: Ivan Cantu

Started On: 10/31/2007 02:08 PM

Final Approval Date: 11/02/2007

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**AI-6350**

**14.L.**

**2007 Interdepartmental Transfer for Historical Museum (1100)**

**CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Andres Castro, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

---

**Information**

**CAPTION**

Approval of 2007 interdepartmental transfer from Countywide Administration- Contingency to Historical Museum - Aid to Non-Govt Agency (1100) in the amount of \$50,000.00.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** 7-1100-4XX-XX-115-0XX-0-8XX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

From 7-1100-415-00-115-002-0-899 (CO WIDE ADM-CONTINGENCY) to  
7-1100-451-32-115-034-0-843 (HISTORICAL MUSEUM-AID TO NONGOV'T AGENCY).  
Funding available for transfer as of 11/1/07.

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**Attachments**

Link: 2007 - Historical  
Museum (1100)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Monica Badillo | 11/01/2007 10:40 AM | APRV   |
| 2         | Erika Reyna           | Monica Badillo | 11/01/2007 10:42 AM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 11/01/2007 11:09 AM | APRV   |
| 4         | Purchasing Department | Marty Salazar  | 11/01/2007 03:15 PM | APRV   |
| 5         | Auditor's Office      | Linda Fong     | 11/01/2007 03:25 PM | APRV   |
| 6         | Court Administrator   | Monica Badillo | 11/01/2007 03:25 PM | APRV   |

Form Started By: Andres Castro

Started On: 10/31/2007 02:43  
PM

Final Approval Date: 11/01/2007

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## BUDGET INTER-DEPARTMENTAL TRANSFER

**DATE:** October 31, 2007

**DEPARTMENT HEAD:** Valde Guerra

DEPARTMENT NAME: Dept. Of Budget & Mgmt. for the Historical Museum (1100)

**ACCOUNT NUMBER:** 7-1100-4XX-XX-115-0XX-0-8XX

|                        |                      |                  |
|------------------------|----------------------|------------------|
| <b>CONTACT PERSON:</b> |                      | (956) 292-7025   |
| <u>Andres Castro</u>   | <b>TELEPHONE NO.</b> | <u>EXT. 5761</u> |

**SUBJECT: Interdepartmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental Transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

| INCREASE/DECREASE<br>ACCOUNT NUMBER |     | ACCOUNT (OBJECT)<br>NAME |                        | AMOUNT      |
|-------------------------------------|-----|--------------------------|------------------------|-------------|
| FROM                                |     |                          |                        |             |
| 7-1100-415-00-115-002-0-            | 899 | CO Wide Admin.-          | Contingency            | (50,000.00) |
|                                     |     |                          |                        |             |
|                                     |     |                          |                        |             |
| TO                                  |     |                          |                        |             |
| 7-1100-451-32-115-034-0-            | 843 | Historical Museum        | Aid to Non-Govt Agency | 50,000.00   |
|                                     |     |                          |                        |             |
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| TOTAL BUDGET INCREASE (DECREASE)    |     |                          |                        | 0.00        |

**REASON:** **INTERDEPARTMENTAL TRANSFER FROM CONTINGENCY TO AID TO NONGOV'T AGENCY TO FUND EXPECTED EXPENSES.**

DEPARTMENT HEAD SIGNATURE

**APPROVED COMMISSIONERS' COURT**

/ /

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**DATE**

**ATTEST COUNTY CLERK**

**AI-6387**  
**Elections**  
**CC REGULAR**

**14.M.**

**Date:** 11/06/2007  
**Submitted By:** Damaris San Miguel, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Approval of interdepartmental transfer from County Wide Administration to Elections Department in the amount of \$30,000.00 to fund temps., W/C and overtime.

**BACKGROUND**

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**Fiscal Impact**

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

**BUDGETARY IMPACT:**

\$2,623,074.21 available funding as of 11/02/07.

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**Attachments**

Link: LIT

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**Form Routing/Status**

| Route Seq | Inbox                           | Approved By        | Date                | Status |
|-----------|---------------------------------|--------------------|---------------------|--------|
| 1         | Damaris San Miguel (Originator) | Damaris San Miguel | 11/02/2007 01:57 PM | APRV   |
| 2         | Budget & Management             | Dina Trevino       | 11/02/2007 02:59 PM | APRV   |
| 3         | Rey Salazar                     | Rey Salazar        | 11/02/2007 03:05 PM | APRV   |
| 4         | Purchasing Department           | Marty Salazar      | 11/02/2007 03:27 PM | APRV   |
| 5         | Auditor's Office                |                    | 11/02/2007 03:27 PM | NEW    |
| 6         | Court Administrator             |                    | 11/02/2007 03:27 PM |        |

Form Started By: Damaris San Miguel                      Started On: 11/02/2007 10:20 AM

Final Approval Date: 11/02/2007

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**AI-6388**

**14.N.**

**Indigent Defense**

**CC REGULAR**

**Date:** 11/06/2007

**Submitted By:** Damaris San Miguel, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Approval of interdepartmental transfer from County Wide Administration to Indigent Defense Department in the amount of \$300.00 to fund Workers compensation.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1100-415-00-115-002-0-899

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

7-1100-415-00-115-002-0-899-->7-1100-412-00-009-003-0-260 \$300.00; Available balance as of 11/02/2007 \$2,623,074.21.

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**Attachments**

Link: [LIT](#)

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**Form Routing/Status**

| Route Seq | Inbox                           | Approved By        | Date                | Status |
|-----------|---------------------------------|--------------------|---------------------|--------|
| 1         | Damaris San Miguel (Originator) | Damaris San Miguel | 11/02/2007 01:57 PM | APRV   |
| 2         | Budget & Management             | Dina Trevino       | 11/02/2007 02:58 PM | APRV   |
| 3         | Andres Castro                   | Andres Castro      | 11/02/2007 03:20 PM | APRV   |
| 4         | Purchasing Department           | Marty Salazar      | 11/02/2007 03:27 PM | APRV   |
| 5         | Auditor's Office                |                    | 11/02/2007 03:27 PM | NEW    |
| 6         | Court Administrator             |                    | 11/02/2007 03:27 PM |        |

Form Started By: Damaris San Miguel

Started On: 11/02/2007 10:24 AM

Final Approval Date: 11/02/2007

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**AI-6391**

**14.O.**

**IT Dept. Transf.**

**CC REGULAR**

**Date:** 11/13/2007

**Submitted By:** Damaris San Miguel, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Approval of interdepartmental transfer from County Wide Administration to IT Department in the amount of \$34,600.00 to fund video equipment.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2007

**ACCT. #:** 7-1100-415-00-115-002-0-899

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

7-1100-415-00-115-002-0-899-->7-1100-415-00-200-002-0-748 \$34,600.00; Available balance as of 11/02/2007 \$2,623,074.21.

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**Attachments**

Link: [LIT](#)

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**Form Routing/Status**

| Route Seq | Inbox                           | Approved By        | Date                | Status |
|-----------|---------------------------------|--------------------|---------------------|--------|
| 1         | Damaris San Miguel (Originator) | Damaris San Miguel | 11/02/2007 02:50 PM | APRV   |
| 2         | Budget & Management             | Dina Trevino       | 11/02/2007 02:57 PM | APRV   |
| 3         | Andres Castro                   | Andres Castro      | 11/02/2007 03:38 PM | APRV   |
| 4         | Purchasing Department           |                    | 11/02/2007 04:02 PM | NEW    |

Form Started By: Damaris San Miguel  
Started On: 11/02/2007 02:11 PM

Final Approval Date: 11/02/2007

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