AI-7088 5.B.

FY08 Bioterrorism Revised Contract

CC REGULAR

Date: 12/18/2007
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

1. Requesting authorization and approval to accept the attached revised Bioterrorism Contract #2008-022952, Attachment #001A, in the amount of $269,964.00 for a total award of $783,356.00 for the period of 9/1/2007 to 7/31/2008.
2. Requesting authorization and approval of the attached revised Bioterrorism Grant Budget and Salary Schedules for the period of 9/1/2007 to 7/31/2008 (Account # 7-1293-441-00-340-013-8).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 7-1293-441-00-340-013-8-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1293-441-00-340-013-8-XXX Appropriation of funds (additional award amount) of $269,964.00 for the Bioterrorism Grant for FY 2008 for a total award amount of $783,356.00, please refer to attached BA and Contract. Contract new term is from 9-1-07 through 7-31-08.

Revenue Acct #7-1293-334-00-340-013-8-000-TDH PHPSB Revenues

Attachments

Link: FY08 Bio Contract

Link: Budget Amendment Bioterrorism Grant

Link: Salary Schedule Bioterrorism Grant

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2007 08:35 AM	APRV
2	Ivan Cantu	Ivan Cantu	12/13/2007 03:30 PM	APRV
3	Dina Trevino		12/14/2007 05:37 PM	NEW
Form Started By: Dan Beltran			Started On: 12/12/2007 04:36 PM	

Final Approval Date: 12/14/2007

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and **Hidalgo County Health Department** (Contractor) agree to amend the Program Attachment # _001_ (Program Attachment) to Contract # **2008-022952** (Contract) in accordance with this Amendment No. 001A : CPS-BIOTERRORISM PREPAREDNESS _, effective _09/01/2007_ .

This Amendment is necessary to increase funding due to addition of remaining FY08 funds and revisions to SOW and Workplans as per new CDC guidance.

This Amendment has a retroactive effective date because: _The Fiscal Year 2008 CDC Guidance and 100% of allocated funding is to be applied to the entire term of this Program Attachment.

Therefore, DSHS and Contractor agree as follows:

The Program Attachment term is hereby revised as follows:

TERM: 09/01/2007 THRU: ~~**08/31/2008**~~ **07/31/2008**

SECTION I. ~~SCOPE~~ STATEMENT OF WORK:

SECTION I. STATEMENT OF WORK: 1st and 2nd paragraphs are revised as follows:

Contractor shall ~~**administer programs and**~~ perform activities in support of ~~**DSHS's FY2006**~~ **FY2007** Centers for Disease Control and Prevention (CDC) ~~**Cooperative Agreement Work Plan for**~~ **Budget Period 8 continuation** Public Health Preparedness and Emergency Response ~~**for Bioterrorism (Program Announcement 99051). This program is**~~ **Cooperative Agreement** designed to upgrade and integrate state and local public health jurisdictions' preparedness for and response to ~~**terrorism**~~ **bioterrorism, outbreaks of infectious disease,** and other public health threats and emergencies.

Contractor shall ~~**enhance its bioterrorism preparedness plans by conducting activities at the local level relating**~~ **continue to address** the following ~~**goal areas, as designated by CDC:**~~ **CDC Public Health Emergency Preparedness (PHEP) Goals:**

- Goal 1 – Prevent: Increase the use and development of interventions known to prevent human illness from chemical, biological, radiological agents, and naturally occurring health threats.
- Goal 2 – Prevent: Decrease the time needed to classify health events as terrorism or naturally occurring in partnership with other agencies.
- Goal 3 – Detect/Report: Decrease the time needed to detect and report chemical, biological, radiological agents in tissue, food, or environmental samples that cause threats to the public's health.

- Goal 4 – Detect/Report: Improve the timeliness and accuracy of information regarding threats to the public's health as reported by clinicians and through electronic early event detection in real time to those who need to know.
- Goal 5 – Investigate: Decrease the time to identify causes, risk factors, and appropriate interventions for those affected by threats to the public's health.
- Goal 6 - Control: Decrease the time needed to provide countermeasures and health guidance to those affected by threats to the public's health.
- Goal 7 - Recover: Decrease the time needed to restore health services and environmental safety to pre-event levels.
- Goal 8 – Recover: Increase the long-term follow-up provided to those affected by threats to the public's health.
- Goal 9 – Improve: Decrease the time needed to implement recommendations from after-action reports following threats to the public's health.

SECTION I. STATEMENT OF WORK, is amended to add the following:

CONTRACTOR will support the following Department of State Health Services (DSHS) Health and Medical Priority Projects for FY08:

- **Leadership and direction**
  - **Develop Standard Operating Procedures (SOPs) by outlining specific roles and responsibilities needed for optimal interaction during response to disasters.**
- **Disaster Mental Health**
  - **Assist local partners in developing a local disaster mental/behavioral health response plan.**
- **Community Engagement and Citizen Participation**
  - **Encourage individual participation in preparedness activities to help citizens of Texas protect themselves and their families from all hazards, including natural and man-made disasters and threats to public health.**
- **Mass Prophylaxis**
  - **Obtain a minimum score of 80 on the Strategic National Stockpile (SNS) Technical Assistance Report (TAR) by completing required plans, procedures, memorandums of agreement for resources needed, and rosters of staff and/or volunteers for response.**
- **Mass Fatality Planning**
  - **Write an internal mass fatality Standard Operating Guideline (SOG) delineating and describing roles and responsibilities in support of the community's all hazard emergency management plan.**
- **Epidemiology, Surveillance and Medical Surge for Pandemic Influenza**
- **Participate as appropriate in the Rapid Response Team Training and tabletop exercise.**

SECTION I. STATEMENT OF WORK: paragraph 3 is revised as follows:

DSHS encourages partnership and cooperation within and between jurisdictions in the State of Texas related to **preparedness** activities. ~~**included in the contract workplan, attached as Exhibits A and B to this Program Attachment.**~~ Partnership opportunities may include, but are not limited to, planning activities, exercises, training and response to events or emergencies. ~~**Contractor may incur and request reimbursement for allowable costs related to partnership opportunities in accordance with applicable DSHS and Contractor laws, rules, policies and procedures.**~~

SECTION I. STATEMENT OF WORK: paragraphs 4, 5, and 6 are hereby deleted:

~~**Contractor shall assist DSHS is the implementation of DSHS' Centers for Disease Control and**~~

~~Prevention (CC) Pandemic Influenza Guidance Supplement to the 2006 Public Health Emergency Preparedness Cooperative Agreement Phase II (dated July 10, 2006).~~

~~Contractor shall participate in pandemic influenza activities to include completing assessments; participating in regional and statewide summits and meetings; completing plans, exercises and after-action reports; and participating in other activities related to pandemic influenza as requested by the DSHS. Contractor shall report on pandemic influenza activities in a format prescribed by DSHS.~~

~~Contractor shall participate in National Preparedness Programs initiated by CDC, including but not limited to: HRSA/CDC crosscutting activities; ChemPak; pandemic influenza planning; performance evaluation; Smallpox Preparedness Program; and Strategic National Stockpile Program activities.~~

SECTION I. STATEMENT OF WORK, paragraph 11 is replaced with the following:

The following documents are incorporated by reference and made a part of this Program Attachment:

- Budget Period 8 funding for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement guidance (dated September 21, 2007);
- CDCs Local Emergency Preparedness and Response Inventory;
- Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments (FY2007-FY2008), attached as Exhibit A;
- If receiving pandemic influenza funding, Project Period Pandemic Influenza Work Plan for Local Health Departments (FY2007-FY2008), attached as Exhibit B;
- Contractor's FY08 Applicant Information and Budget Detail for FY08 base cooperative agreement and FY08 pandemic influenza if receiving pandemic influenza funding; and
- Preparedness Program Guidance(s) as provided by DSHS.

SECTION I. STATEMENT OF WORK: paragraph 15 is revised as follows:

Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under this ~~contract~~ **Program Attachment** with the State of Texas, Governor's Division of Emergency Management of the State of Texas, or other points of contact at the discretion of the division, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

SECTION I. STATEMENT OF WORK: paragraph 18 is revised as follows:

In the event of a public health emergency involving a portion of the state, Contractor shall mobilize and dispatch staff or equipment that were purchased with funds from this ~~Program Attachment~~ **cooperative agreement** and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

SECTION II. PERFORMANCE MEASURES: paragraph 1 is revised as follows:

DSHS encourages partnership and cooperation within and between jurisdictions in the State of Texas related to activities included in the contract workplans, Exhibits A and B **(if applicable)** to this Program Attachment. Partnership opportunities may include, but are not limited to, planning activities, exercises, training and response to events or emergencies. Contractor may incur and request reimbursement for allowable costs related to partnership opportunities in accordance with applicable DSHS and Contractor laws, rules, policies and procedures.

SECTION II. PERFORMANCE MEASURES: paragraph 2 is revised as follows:

Contractor shall complete activities and performance measures as outlined in the attached Exhibit A, revised, Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments (FY2007 – ~~FY2010)~~ FY2008), and if applicable, Exhibit B, Project Period Pandemic Influenza Work Plan for Local Health Departments (FY2007 – ~~FY2009).~~ FY2008). In addition, the Contractor shall complete activities to support the following performance measures pertaining to the state priorities:

- Develop Standard Operating Procedures (SOPs) by outlining specific roles and responsibilities needed for optimal interaction during response to disasters.
- Obtain a minimum score of 80 on the Strategic National Stockpile (SNS) Technical Assistance Report (TAR) by completing required plans, procedures, memorandums of agreement for resources needed, and rosters of staff and/or volunteers for response.
- Write an internal mass fatality Standard Operating Guideline (SOG) delineating and describing roles and responsibilities in support of the community's all hazard emergency management plan.

SECTION IV. RENEWALS: paragraph 1 is deleted and revised as follows:

~~Renewals are permitted on a one-year basis, at DSHS's discretion, and upon funding availability.~~None

None.

SECTION VII. BUDGET:, paragraph 2 is hereby deleted:

~~DSHS will reimburse Contractor in accordance with the reimbursement schedules outlined in Exhibit A and Exhibit B.~~

SECTION VIII. SPECIAL PROVISIONS, paragraph 2 is hereby deleted:

~~General Provisions, Payment Methods and Restrictions Article, is revised to add the following:~~

> ~~Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation of the required deliverables as indicated in the attached Exhibit A and Exhibit B.~~

SECTION VIII. SPECIAL PROVISIONS, paragraph 4 is revised as follows:

General Provisions, **Terms and Conditions of Payment** Article, ~~Paragraph 3,~~ Prompt Payment Section, is revised to include:

> Contractor shall separately identify pandemic influenza expenditures on the monthly reimbursement request, State of Texas Purchase Voucher. Pandemic influenza expenditures shall be supported by documentation that details these expenditures in a format specified by DSHS.

SECTION VIII. SPECIAL PROVISIONS, paragraph 5 is revised as follows:

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

> For the purposes of this Program Attachment, ~~vehicles are~~ funds may not ~~an allowable cost.~~ be used for research, reimbursement of pre-award costs, purchase vehicles of any kind, new construction, or to purchase incentive items.

Due to limited focus and one-time nature of the Pandemic Influenza funding, establishment of pharmaceutical caches which can include prophylaxis, antibiotics, and antivirals is not an allowable cost using pandemic influenza portion of the PHEP funding.

Department of State Health Services

_____
Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

_____
Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: CPS-BIOTERRORISM PREPAREDNESS
CONTRATOR: HIDALGO COUNTY HEALTH DEPARTMENT
CONTRACT NO: 2008-022952
CONTRACT TERM: 09/01/2007 **THRU:** 07/31/2008
BUDGET PERIOD: 09/01/2007 **THRU:** 07/31/2008 **CHG:** 001A

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	$344,273.00	$540,212.00	$195,939.00
Fringe Benefits	$109,197.00	$171,435.00	$62,238.00
Travel	$7,481.00	$9,219.00	$1,738.00
Equipment	$0.00	$0.00	$0.00
Supplies	$2,506.00	$8,256.00	$5,750.00
Contractual	$1,000.00	$0.00	$(1,000.00)
Other	$48,935.00	$54,234.00	$5,299.00
Total Direct Charges	$513,392.00	$783,356.00	$269,964.00
INDIRECT COST			
Base ($)	$0.00	$0.00	$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	$0.00	$0.00	$0.00
PROGRAM INCOME			
Program Income	$0.00	$0.00	$0.00
Other Match	$0.00	$0.00	$0.00
Income Total	$0.00	$0.00	$0.00
LIMITS/RESTRICTIONS			
Advance Limit	$0.00	$0.00	$0.00
Restricted Budget	$0.00	$0.00	$0.00
SUMMARY			
Cost Total	$513,392.00	$783,356.00	$269,964.00
Performing Agency Share	$0.00	$0.00	$0.00
Receiving Agency Share	$513,392.00	$783,356.00	$269,964.00
Total Reimbursements Limit	$513,392.00	$783,356.00	$269,964.00
JUSTIFICATION			
Increase in funding due to addition of remaining FY08 funds and revisions to SOW and Workplans as per new CDC guidance.			

Financial status reports are due: 12/31/2007, 03/31/2008, 06/30/2008, 09/30/2008

DATE: December 12, 2007

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 7-1293-441-00-340-013-8 (Bioterrorism Grant)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
7-1293-441-00-340-013-8-113	Salaries - F/T Employees	$ 195,939.00
7-1293-441-00-340-013-8-211	Health Insurance	$ 22,209.00
7-1293-441-00-340-013-8-212	Life Insurance	$ 176.00
7-1293-441-00-340-013-8-220	FICA	$ 14,989.20
7-1293-441-00-340-013-8-230	Retirement	$ 17,477.82
7-1293-441-00-340-013-8-250	Unemployment Comp	$ 979.06
7-1293-441-00-340-013-8-260	Worker's Comp	$ 6,406.92
7-1293-441-00-340-013-8-583	Travel Out of County	$ 1,338.00
7-1293-441-00-340-013-8-581	Travel In County	$ 400.00
7-1293-441-00-340-013-8-601	Supplies	$ 3,250.00
7-1293-441-00-340-013-8-603	Educational Supplies	$ 2,000.00
7-1293-441-00-340-013-8-613	Safety Supplies	$ 500.00
7-1293-441-00-340-013-8-441	Land & Building Rental	$ 2,000.00
7-1293-441-00-340-013-8-584	Registration Fees	$ 1,299.00
7-1293-441-00-340-013-8-350	Contractual Services	$ 2,000.00
7-1293-441-00-340-013-8-339	Other Professional Fees	$ (1,000.00)
	TOTAL BUDGET	$ 269,964.00

INCREASE REQUEST $

Revenue Account # 7-1293-334-10-340-013-8-000 TDH PHP5B Revenues

REASON: Implement amended Bioterrorism Grant Budget for the period 9/1/2007 - 7/31/2008.

There are no areas in my current budget to reduce in order to fund the above mentioned items.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

HIDALGO COUNTY HEALTH DEPARTMENT
BIOTERRORISM GRANT EMPLOYEE SALARY SCHEDULE
7-1293-441-00-340-013-8

Term: 9/1/2007 - 7/31/2008

Slot #	Employee Name	Employee Title	Salary 9/1/2007 12/31/2007	Salary 1/1/2008 7/31/2008	Salary for 11 month Grant Period
013-0016		Technician I-Preparednes	$ 7,861.67	$ 14,341.00	$ 22,202.67
013-0002		Epidemiologist	$ 16,974.33	$ 30,893.00	$ 47,867.33
013-0001		Public Health Prep Coord	$ 18,124.00	$ 32,986.00	$ 51,110.00
013-0005	Vacant	SNS Coordinator/Planner	$ 13,275.00	$ 24,161.00	$ 37,436.00
013-0006		Smallpox Activity Coor/Tr	$ 13,275.00	$ 24,161.00	$ 37,436.00
013-0007		LVN-Surveillance	$ 13,275.00	$ 24,161.00	$ 37,436.00
013-0008		LVN-Surveillance	$ 13,275.00	$ 24,161.00	$ 37,436.00
013-0013		Technician I-Surveillance	$ 7,861.67	$ 14,341.00	$ 22,202.67
013-0014		Technician I-Preparednes	$ 7,861.67	$ 14,341.00	$ 22,202.67
013-0015		Technician I-Preparednes	$ 7,861.67	$ 14,341.00	$ 22,202.67
013-0010		Risk Communication Plar	$ 9,059.00	$ 16,487.00	$ 25,546.00
013-0011		Technician II-Surveillance	$ 9,059.00	$ 16,487.00	$ 25,546.00
013-0003		RN-Surveillance Coord.	$ 16,974.33	$ 30,893.00	$ 47,867.33
013-0009		HAN	$ 12,055.00	$ 21,940.00	$ 33,995.00
013-0004		Community Prep.Liaison	$ 14,675.67	$ 26,710.00	$ 41,385.67
013-0012		Neds Technician	$ 8,915.00	$ 16,225.00	$ 25,140.00
	Bio-Terrorism Salary		**$190,383.00**	**$346,629.00**	**$537,012.00**
	FICA	7.65%	$ 14,564.30	$ 26,517.12	$ 41,081.42
	Retirement	8.92%	$ 16,982.16	$ 30,919.31	$ 47,901.47
	Unemployment	0.50%	$ 951.92	$ 1,733.15	$ 2,685.06
	Worker's Comp.	3.27%	$ 6,225.52	$ 11,334.77	$ 17,560.29
	Health Insurance	$4,164/Yr.			$ 61,072.00
	Life Insurance	$33/Yr.			$ 484.00
	Bio Fringe Benefit		**$ 38,723.90**	**$ 70,504.34**	**$170,784.24**
	Bio-Terrorism Sal/FB		**$229,106.90**	**$417,133.34**	**$707,796.24**

AI-7093 **6.A.**

2008 Cell Phones Upgrade Contract
CC REGULAR

Date: 12/18/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: IT Dept. - Renan Ramirez
Department: BUDGET & MANAGEMENT
Agenda Area: IT Department

Information

CAPTION

1. Presentation for discussion, consideration and action to discontinue the purchase of cell phone equipment and services through the State of Texas Department of Information Resources (DIR-Texan 2000) contract with Sprint;

2. Presentation for discussion, consideration and action to enter into a Cell Phone Equipment and Services Contract with Sprint to include upgrade of existing plans and/or equipment through our membership/participation with HGAC's 2008 cell phone awarded contract (subject to legal review).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1100-415-00-200-002-0-664
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $38,873.57 as of 12/13/07. Original 2007 budget was $18,479.63 (presume similar funding in 2008).

Attachments

Link: e-mail
Link: EUA
Link: Cost
Link: Contract
Link: Amendment #1
Link: Amendment #2
Link: Amendment #3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2007 11:09 AM	APRV
2	Dale Kennan	Dale Kennan	12/13/2007 04:29 PM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 05:14 PM	APRV

4	Purchasing Department	Marty Salazar	12/14/2007 05:19 PM	APRV
5	Court Administrator (Originator)	Monica Badillo	12/14/2007 05:32 PM	APRV

Form Started By: Monica Badillo Started On: 12/13/2007 09:23 AM

Final Approval Date: 12/14/2007

Show Header Print Hide Envelope

From: Valde Add to Address Book
To: 'dina trevino', raul.silguero@co.hidalgo.tx.us
CC: monica.badillo@co.hidalgo.tx.us
Date: Thursday, December 06, 2007 8:30:24 AM
Subject: FW: HGAC
hgac.pdf Hidalgo County EUA 11-07.doc sprint new contract cost overview 2008.xls

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From: Renan Ramirez [mailto:renan@co.hidalgo.tx.us]
Sent: Tuesday, December 04, 2007 2:55 PM
To: valde.guerra@co.hidalgo.tx.us
Cc: dina.trevino@co.hidalgo.tx.us; raul.silguero@co.hidalgo.tx.us
Subject: FW: HGAC

Valde,

Please find attached the documents relating to the upgrade of the entire County's cell phone platform.

For basically the same amount of money a month we are:
Upgrading all our equipment to state of the art hybrid handsets
Running dual service Sprint/Nextel on the phones for increased flexibility
Adding walkie/talkie only lines of service for IT & B&G
Upgrading all our data cards
Adding 15 DATA only Blackberries for IQ management project
Adding 30 vehicle tracking units.

The free equipment promotion ends at the end of the year!

Thanks!
==========
Renan Ramirez
CIO
IT Department / Hidalgo County, Texas
956-292-7010 x.6011
www.co.hidalgo.tx.us

From: Renan Ramirez [mailto:renan@co.hidalgo.tx.us]
Sent: Tuesday, December 04, 2007 1:46 PM
To: 'martha.salazar@co.hidalgo.tx.us'
Subject: HGAC

Marty,

The Word file is the EUA , the PDF file is the power point with the highlights of the contract.

Thanks!

==========
Renan Ramirez
CIO
IT Department / Hidalgo County, Texas
956-292-7010 x.6011
www.co.hidalgo.tx.us

END USER AGREEMENT
FOR
WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICES
CW05-02

THIS END USER AGREEMENT (hereinafter the "Agreement") is entered into this 30th day of November, 2007 (hereinafter the "Effective Date") by and between Sprint Solutions, Inc., d/b/a Sprint with a mailing address c/o Sprint at 2001 Edmund Halley Drive, Reston, VA 20191 (hereinafter referred to as "Contractor"), and Hidalgo County with an office at 100 N. Closner Blvd. Edinburg, TX 78539 (hereinafter the "END USER"), under the Houston-Galveston Area Council of Governments ("H-GAC") Contract for Wireless Telecommunications Equipment and Services No., CW05-02 dated June 1, 2005 (hereinafter the "H-GAC Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Service(s)") to H-GAC End User participants who have entered into an Interstate Interlocal Contract, including but not limited to, departments, agencies, authorities, commissions, boards, counties, cities, townships and other political subdivisions. End User and Contractor are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

1. Authority to Purchase. By signing below, the End User represents and warrants that it is eligible and authorized to purchase Equipment and Services through the H-GAC Contract. End User agrees upon Contractor's request to furnish Contractor with documentation to demonstrate the End User is authorized to participate under the H-GAC Contract pursuant to an Interlocal Contract with H-GAC.

2. Equipment and Services. Upon execution by the Parties of this Agreement, and confirmation of End User's authorization as provided in Section 1 above to Contractor's satisfaction, the End User shall be authorized to submit purchase orders for the purchase of Contractor's Equipment and/or Services. The End User acknowledges and agrees that all purchase orders for Equipment and Service issued by the End User pursuant to this Agreement are subject to the terms and conditions of Attachment A and Exhibit B to the H-GAC Contract. Any terms and conditions contained in a purchase order or in any acknowledgment or acceptance of a purchase order that are inconsistent with, or in addition to (except as required by law) the terms and conditions of this Agreement shall be null and void. In the event of a conflict between this Agreement and the H-GAC Contract, the terms and conditions of the H-GAC Contract shall have precedence.

3. Additional Equipment and Services. Upon execution of this Agreement, the END USER has the option to purchase additional equipment and services that are offered by third-party vendors, through this Agreement as permitted under the H-GAC Contract ("Additional Equipment and Services"). The Additional Equipment and Services may be invoiced separately from Contractor's Equipment and Services. The End User acknowledges and agrees that all purchase orders for Additional Equipment and Services are subject to the assigned third party vendors' terms and conditions incorporated by reference to the H-GAC Contract. By execution of this Agreement, the additional terms and conditions of the assigned third party vendor shall govern the Additional Equipment and Services provided to the END USER but shall not supersede the terms and conditions of the H-GAC Contract.

4. Term. The term for which Services shall be provided by Contractor shall commence on the Effective Date and continue for a period of [24] months **[Minimum of 12]** from the Effective Date. Thereafter, this Agreement shall automatically renew for an additional one-year period unless either Party notifies the other in writing at least 30 days prior to the end of the initial 12-month period. Upon expiration of this Agreement, the Parties may agree to extend this Agreement as mutually agreed by the Parties provided that the H-GAC Contract is still in effect. Notwithstanding the foregoing, in the event

that the H-GAC Contract terminates for any reason or expires, and this Agreement is still in effect, this Agreement will continue pursuant to its terms for the stated duration pursuant to the terms set forth in Attachment A to the H-GAC Contract.

5. Incorporation by Reference. Attachment A to the H-GAC Contract as may be amended from time-to-time, including all Attachments and Exhibits and Exhibit B to the H-GAC Contract, is hereby incorporated by reference into this Agreement with the same force and effect as if it were given in full text.

6. H-GAC Not Liable for End User Purchases. Contractor and End User acknowledge and agree that End User shall be solely liable for all Equipment and Services ordered or purchased under this Agreement or any purchase order issued by the End User pursuant to this Agreement and in no event that H-GAC be liable for any End User's obligations hereunder.

7. Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law principles.

8. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, facsimile with correct answerback, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

End User:	Contractor:
Hidalgo County	Sprint Solutions, Inc.
100 N. Closner Blvd.	2001 Edmund Halley Drive
Edinburg, TX 78539	Reston, VA 20191
Attn: Renan Ramirez	Attn: Public Sector
Chief Information Officer	Contracts Manager

9. Entire Agreement. This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

Hidalgo County	**Sprint Solutions, Inc.**
By:_____	By:_____
Name:_____	Name: H. Leon Frazier_____
Title:_____	Title: Senior Vice President_____
Date:_____	Date:_____

PROPOSED ACCOUNT STRUCTURE

Qty.	Description	Cost per Month	Total
100	Business Essentials 1000 w/Mobile to Mobile	$ 50.04	$ 5,004.00
72	Business Essentials Add on w/Mobile to Mobile	$ 23.10	$ 1,663.20
24	Business Essentials Add On (Cell Restricted)	$ 19.25	$ 462.00
16	Handsets w/Actsoft Comet Tracker	$ 27.01	$ 432.16
30	Vehicles w/Actsoft Comet Tracker	$ 27.01	$ 810.30
15	Unlimited Blackberry Email & Web w/DATA as Modem	$ 38.49	$ 577.35
45	Mobile Broadband Cards	$ 59.99	$ 2,699.55
	Minute Pool Size 100,000 Month / Monthly service cost		$ 11,648.56

Qty.	Description	Unit cost	Total
156	Motorola ic502 w/ service @ $59.99 ($0.00/ea after Q4 Promo)	$ -	$ -
40	Motorola ic355 w/ service @ $79.99 ($0.00/ea after Q4 Promo)	$ -	$ -
30	Motorola ic355 w/ service @ $79.99 ($0.00/ea after Q4 Promo) / Mounted for tracking.	$ -	$ -
46	Actsoft Comet Tracker Activation Fee (one time $20.00)	$ 20.00	$ 920.00
30	Bluewater Wireless Lockbox & Installation (one time)	$ 150.00	$ 4,500.00
45	Novatel Wireless Ovation U720 USB Broadband Card	$ 79.99	$ 3,599.55
15	Unlimited Blackberry DATA only pack (reg. $199.99)	$ 99.99	$ 1,499.85
	Total ONE TIME equipment cost		$ 10,519.40
	The cost of upgrading one phone is $169.99 ea		

Pool size 100,000 min.

CURRENT ACCOUNT STRUCTURE

TOTAL CELL PHONES = 176

TOTAL DATA CARDS = 59

Average Minutes/month (Based on 10 month 2007 average) – 94,267

Peak Usage (Febuary 2007) – 168,170 cellular minutes

Average Cost/month (Based on 10 month 2007 average) - $8,824.46 - $10,025.79

CONTRACT FOR WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICES

A CONTRACT BETWEEN

HOUSTON-GALVESTON AREA COUNCIL

Houston, Texas

AND

NEXTEL OF TEXAS, INC. d/b/a NEXTEL COMMUNICATIONS

This Contract (the "Contract") is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND **Nextel of Texas, Inc. d/b/a Nextel Communications,** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 111 Congress Avenue, One Congress Plaza, Suite 1650, Austin, TX 78701.

ARTICLE 1: SCOPE OF SERVICES

The parties hereby enter into a two year Contract to become effective as of June 1, 2005, and to continue through May 31, 2007, subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, hereinafter referred to as "**END USERS**", for the ability, from time to time, during the term of this Contract, for **END USERS** to purchase wireless telecommunications equipment (the "Equipment") and associated services (the "Services") offered by the **CONTRACTOR. CONTRACTOR** offers to sell wireless services and equipment listed in CONTRACTOR's proposal response dated December 21, 2004 through this Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. Proposal Specifications No: CW05-02, including any relevant suffixes
3. **CONTRACTOR's** Response to Proposal No: CW05-02, including but not limited to, prices and options offered (Exhibit A)
4. End User Agreement Terms and Conditions (Exhibit B)
5. End User Agreement (Exhibit C)

All of which are either included in this Contract form, attached hereto or incorporated by reference and all hereby made a part of this Contract, and all taken together shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of Services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENT & PURCHASE ORDERS

To the extent that any **END USER** desires to procure **CONTRACTOR'S** products and/or services pursuant to this Contract, they must enter into an End User Agreement in substantially the form as set forth in Exhibit C. Once such End User Agreement is in place for the respective **END USER**, such **END USER** will then be authorized to submit purchase orders for the procurement of **CONTRACTOR'S** products and/or services subject to the terms of the End User Agreement. **H-GAC** acknowledges that the End User Agreement Terms and Conditions as set forth in Exhibit B will be offered to each **END USER** by **CONTRACTOR** as the terms and conditions that govern the

ONTRACTOR's sale of its Equipment and Services to the **END USERS**. However, this acknowledgement is not to be construed as **-GAC's** endorsement or approval of the End User Agreement Terms and Conditions.

RTICLE 7: **SUBCONTRACTS & ASSIGNMENTS**

either party may assign, subcontract, transfer, convey, sublet or otherwise dispose of this Contract or any rights hereunder or any right, tle, obligation or interest it may have therein to any third party, without the prior written consent of the other party, which consent shall not e unreasonably withheld. Notwithstanding the foregoing, **CONTRACTOR** may assign this Contract to any parent, subsidiary or affiliate f **CONTRACTOR** and, in such event, **CONTRACTOR** will notify **H-GAC** in writing of any such assignment. Subject to the restrictions ontained herein, this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. **CONTRACTOR** cknowledges that **H-GAC** is not liable to any **CONTRACTOR'S** Subcontractor. **CONTRACTOR** shall ensure that the performance endered under all subcontracts shall result in compliance with all the terms and provisions of this Contract as if the performance rendered were endered by **CONTRACTOR.**

\RTICLE 8: **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of all **CONTRACTOR'S** costs and locumentation of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting irm, the State of Texas, **or** the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of **not** less than four (4) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of four (4) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving **any** transaction relating to the subcontract.

ARTICLE 9: **REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: **CHANGES AND AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation. If **CONTRACTOR** does not legally comply with such change(s), **H-GAC** may terminate the contract.

ARTICLE 11: **SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any the term of this Contract, which shall continue in full force and effect.

ARTICLE 12: **FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of, or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with **H-GAC.** Such determination is not to be unreasonably withheld.

ARTICLE 13: **LIMITATION OF CONTRACTOR's LIABILITY**

Except as specified in any separate agreement between the **CONTRACTOR** and the **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** as described in Article 14, is limited to the aggregate amount of **H-GAC** Administrative Fee paid by **CONTRACTOR** in the previous twelve (12) months to the claim or circumstance. In no event will **CONTRACTOR** be liable for any indirect or punitive damages, including, without limitation, any claim for loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidentals, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

CONTRACT FOR WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICES

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the amount of the administrative fee paid to it hereunder. In no event will **H-GAC** be liable for any indirect or punitive damages, including, without limitation, any claim for loss of time, inconvenience, commercial loss, lost profits or savings or other incidentals, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, and employees, from any and all third party claims, costs, expenses (including reasonable attorney fees), actions, causes, or action, judgments, and liens incurred directly by **H-GAC** arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** as soon as reasonably possible of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any administrative fees due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.** In no event will **CONTRACTOR** pay or accept any liability for excess reprocurement costs (costs of cover).

Termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration or until the End User issue a notice of termination of their agreement. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreement with the **END USERS** pursuant to this Contract. In the event this Contract expires or is terminated for any reason, an End User shall retain its rights under the Purchase Order issued with respect to all products or services ordered and accepted prior to the effective termination date

ARTICLE 16: TERMINATION FOR CONVENIENCE

(a) Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any administrative fees due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

(b) Notwithstanding anything to the contrary, termination for convenience of this Contract by either party shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity. **CONTRACTOR** shall notify **H-GAC** of any accident or incident requiring medical attention arising from its activities under this Contract promptly after it becomes aware of such occurrence. Theft or willful damage to property on loan to **CONTRACTOR** from **H-GAC**, if any, shall be reported to local law enforcement agencies and **H-GAC** promptly after discovery of any such act. **CONTRACTOR** further agrees to cooperate fully with **H-GAC**, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between any **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase taking into account the terms and conditions of the End User Agreement between **CONTRACTOR** and such **END USER. CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: NOTICES

All notices hereunder shall be in writing and either transmitted via overnight courier, facsimile with correct answerback, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices

will be deemed to have been given when received.

H-GAC:

H-GAC Cooperative Purchasing Program
3555 Timmons Lane, Suite 120
P.O. Box 22777
Houston, TX 77227-2777

CONTRACTOR:

Nextel Communications
2001 Edmund Halley Drive
Mail Stop A2-5
Reston, VA 20191
Attn: Rexford R. Gile, 3rd, CPCM

ARTICLE 20: PAYMENT OF H-GAC FEE

CONTRACTOR agrees to accept the terms of this Contract and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** administrative fee. The **H-GAC** administrative fee shall be 1%. Such administrative fee will be charged by **CONTRACTOR** to the **END USERS**. The administrative fee shall not be broken out as a separate line item when pricing or invoicing is provided to the **END USER**. The **H-GAC** administrative fee collected by **CONTRACTOR** from **END USERS** shall be due and payable to **H-GAC** by **CONTRACTOR**. **CONTRACTOR** agrees that it shall not enter into an End User Agreement (as set forth in Exhibit B) with any **END USER**, until such **END USER** has executed the authorizing Interlocal Contracts with **H-GAC** and **CONTRACTOR** shall advise any **END USERS** of such prerequisite. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** fee in a timely manner, provided that in all instances, prior notice of such failure is provided by **H-GAC** to **CONTRACTOR**, and **CONTRACTOR** is given a reasonable period and opportunity to cure. **H-GAC** also reserves the right to invoice **END USER** for **H-GAC's** administrative fee in the event that it is not paid such fee directly from **CONTRACTOR**. **CONTRACTOR** and **H-GAC** acknowledge and agree that **END USER** shall be solely liable for all Equipment and Services ordered or purchased under this Agreement or any purchase order issued by the **END USER** pursuant to this Agreement and in no event shall **H-GAC** be liable for any **END USER's** obligations hereunder.

ARTICLE 21: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for: **Houston-Galveston Area Council,** Houston, Texas

Jack Steele, Executive Director

Date: June 20, 2005

Attest for: **Houston-Galveston Area Council,** Houston, Texas

Deidre Vick, Director of Public Services

Date: June 15, 2005

Signed for: **Nextel of Texas, Inc. d/b/a Nextel Communications**

Printed Name & Title: H. Leon Frazier, Vice President

Date: 06/14 2005

Attest for: **Nextel of Texas, Inc., d/b/a Nextel Communications**

Printed Name & Title: Matthew C. Weed, Assistant Secretary

Date: 06/14, 2005

ATTACHMENT A

CONTRACT NO. CW05-02

FOR
WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICES
SCOPE OF SERVICES & SPECIAL PROVISIONS

1. Purpose Of This Contract

This Contract is for Wireless Voice and Data with Push-To-Talk Capabilities Service and Equipment. Contractor or its subcontractor shall provide the Services and Equipment and perform the other work specifically described in (all according to the express terms of) Contractor's Proposal response dated 12/21/04 to H-GAC Request for Proposal No. CW05-02 "Wireless Telecommunications Services and Equipment" attached hereto as Exhibit A.

2. Services and Equipment Available

Services and Equipment available under this Contract are listed in Exhibit A.

2.1 Contractor shall maintain a list including pricing, discounts, and descriptions for all services offered within the scope of this Contract. Contractor reserves the right to change, discontinue or introduce promotional rate plans on a quarterly basis. Contractor shall notify H-GAC of promotional rate plans on at least a quarterly basis. The End Users may utilize such new or revised promotional rate plans under the terms and conditions of this Contract. Additional charges may apply to Contractor rate plans, which are subject to change, and may vary by market. Such charges may include, but are not limited to, a Universal Service Fund assessment, a Telephone Relay Service charge, and in some states a mandatory state-required E911 fee.

2.2 Contractor shall maintain a product list including pricing, equipment descriptions, and product specifications for all Equipment offered under this Contract. The product list may be updated at any time during the term of this contract to incorporate product model changes or product upgrades, addition of new products, and removal of obsolete or discontinued products that are within the scope of the Contract.

2.3 The Contractor and H-GAC acknowledge that End Users may have existing service agreements with Contractor, exclusive of this Contract. The End User shall have the right to change their agreement to take advantage of this Contract without penalties, if the new products and services are to the benefit of the End User by entering into an End User Agreement with Contractor. The Contractor also may expend commercially reasonable efforts to transition all existing End Users to the prices and benefits of this Contract.

3. H-GAC End Users Nationwide May Participate in this Contract

3.1 Through Interlocal Contracts, **H-GAC** offers governmental agencies and qualifying non-profit corporations the opportunity to participate in the **H-GAC Cooperative Purchasing Program ("Program")**. Therefore, participating **End Users** shall execute the End User Agreement, attached to the Contract as Exhibit C, if applicable, for implementation of services described in proposer's response and awarded by H-GAC. In addition, through Interstate Interlocal Contracts the Program is now made available for possible participation by **End Users** beyond Texas. By entering into an End User Agreement, all such End Users agree to by bound by the terms and conditions of Nextel's service which can be found in Exhibit C to the Contract.

fee. All service fees and product discount prices will be based on price lists under Exhibit A.

5.3.1 Service Activation Fees have been waived by the Contractor and cannot be included in any quotation to End Users.

5.4 Purchase Orders, Blanket Purchase Orders, End User Agreements or other obligatory instruments will be addressed and sent directly to the Contractor.

5.5 Invoices shall be submitted by the Contractor directly to the End User and shall be issued in compliance to the End User's Local or State Government Codes.

5.5.1 Each invoice must match the Contractor's written quotation and/or the End User's Purchase Order and/or End User Agreement and include any subsequent End User approved changes that may apply. Invoices should include, not limited to, the End User's Purchase Order Number, Blanket Release Number and pertinent verification of product or service receipt information as required by the End User.

5.6 All payments for products and service fees, including H-GAC administrative fees, shall be made directly to the Contractor by the End Users. In no event shall H-GAC have any liability to Contractor for End User's obligations hereunder.

6. Detailed Quarterly Purchase Activity Report

6.1 Contractor shall report on a quarterly basis all products and services purchased under this Contract.

6.2 Each report is due 30 business days after the close of the previous quarter's activities.

6.3 Each report shall include, the following:
- 6.3.1 End User: Name, Contact Name, Billing Address, and Purchase Order Number
- 6.3.2 Contractor Product: Description, Quantity, Discount Rate, Unit Price, Extended Price, and Order Date
- 6.3.3 Service: Description, Unit Price, and Extended Price
- 6.3.4 H-GAC Fee: Monthly and Quarterly Grand Total.

7. Web Site Information

7.1 Contractor shall create and maintain the appropriate screens on the Contractor's web site to give the End User access to the following:
- 7.1.1 Equipment and Service Pricing, Exhibit A
- 7.1.2 End User Product and Service Purchase Terms and Conditions, Exhibit B
- 7.1.3 End User Service Agreement, Exhibit C
- 7.1.3 Link to H-GACBuy.com

- **The procedure to be used by an End User requiring repairs.**

Nextel offers several repair options including the manufactures warranty repair procedure.

Nextel Service and Repair Centers, conveniently located all over the U.S., sponsor the Nextel @ Your Service program, for equipment repairs. As a Nextel government client, you can choose from a variety of service programs, designed to fit your individual needs and get you back in business in a timely manner. To find a service center near you, please enter your zip code on the following Nextel web page: http://www.nextel.com/support/servicerepair/index.shtml



Free handset software upgrades are also available online, through the Nextel Download website. More information is available at: www.nextel.com/downloads

The table below describes a variety of service and repair options, and their related costs and turn-around times.

Nextel @ Your Service Programs for Motorola Phones			
Program	**What's Covered**	**Pricing**	**Turnaround Time**
Walk-in Express	Repair or replacement of active phones that demonstrate hardware or software defects	$15, $35 or $55 per phone, per incident depending on level of repair	About an hour
Nextel Service Plan	Covers nearly all repair costs including Walk-In-Express, Door-to-Door Express and Levels 1, 2 and 3 of Out of Program charges	Tier pricing as follows: 1-50 phones $2.99 51-999 phones $1.99 1000 or more $0.99	Choose either Walk-in Express or Door-to-Door Express
Direct Protect	Insurance program for loss, theft or incident-driven damage	$4.99 per phone (plus $35.00 deductible; deductible is $100 for handset models i95cl & i730, i830,i860 and the BlackBerry 7510 and 6510)	Approx. 3 to 5 business days from date of provider's approval
Door-to-Door Express	Pick up and repair service (via mail)	$55 per phone, per incident	2 to 3 business days
Out of Program Coverage	Damage not covered under the Nextel @ Your Service programs above	Model specific depending on repair need	About an hour
Motorola Manufacturer's Program			
Manufacturer's Limited Warranty	Manufacturer's warranty program	Shipping charges to Motorola	7 to 10 business days
Nextel @ Your Service Programs for Blackberry Handhelds			
Walk-in Express	Repair or replacement of active Blackberry handhelds that demonstrate hardware or software defects	$35 per handheld, per incident	24 to 48 hours

Monthly Service Plan	Repair or replacement of active Blackberry handhelds that demonstrate hardware or software defects	Tier pricing as follows: 1-50 phones $2.99 51-999 phones $1.99 1000 or more $0.99	24 to 48 hours
Direct Protect	Coverage for active Blackberry handhelds against loss, theft, incidental damage or accident	$4.99 per handheld, per month (plus $100 deductible)	2 to 3 business days from date of claim approval
RIM Manufacturer's Program for BlackBerry Handhelds			
Manufacturer's Limited Warranty	Manufacturer's warranty program	$35 to cover shipping & handling charges to RIM	24 to 48 hours

- **Typical turn-around time on repairs.**

  The turn-around times are provided in the previous repair guide.

- **Service Department days and hours of operation.**

  Service and repair centers are available Mondays through Fridays from 8:00am to 5:00pm local time.

- **Number of qualified / factory trained service personnel normally on hand.**

  Service and repair centers are required to staff with trained and certified personnel. The number of personnel at each location will vary.

- **Description of the parts inventory on hand.**

  The Authorized Representatives (AR's) manage their own stock and inventories. Nextel will work with the local vendors to ensure that proper inventories are maintained to support the H-GAC contract. Additionally, Nextel will work with H-GAC to create relationships with H-GAC and any of the local AR's to support this contract including any that may be MBE/WBE authorized vendors.

- **Training services, facilities and personnel available.**

  The Nextel account team previously mentioned will provide all of the training and support. The GAM or GAE may request additional training resources from Nextel to assist in meeting additional training requirements or expedited requests. This service is included at no additional charge as a Nextel value add for H-GAC. Some specialized training may require a cost.

  Nextel's Strategic Care group will have a full understanding and knowledge of the health system's wireless care needs, and will work with the customer to deliver the specific training solutions the customer is looking for. The Strategic Care group will be responsible for developing, coordinating, monitoring and conducting the necessary training for the health system's employees.

  Strategic Care will conduct training classes at the customer's location or another customer provided location. There should be at least ten and no more than twenty-five individuals per class and each individual should have a working handset. Individuals will be trained to used the following Nextel services on their own handset while in class:

Cellular
Direct Connect
Mobile Messaging (text and numeric and two-way messaging)
Nextel Online data services
Voice mail

Nextel can also provide Train the Trainer programs. This is a program set up to train one or more of the customers personnel to be trained so that they may then train personnel on an as needed basis or for smaller groups.

Training classes usually last one hour and participants will have an opportunity to ask questions throughout the class. The Strategic Care group can provide up to five trainers per day and each trainer can complete five classes per day until the customer's users have all been trained. The instructors will also distribute training materials including instruction guides for setting up voice mail and a reference guide on basic handset functionality.

Nextel will also provide Billing and Acquisition training after the contract is signed and an individual is assigned from the customer to manage the Billing and Acquisition duties for the customer. This training includes:

SmartCD+
WirelessMgr
Custom Aisles
EDI

Much of Nextel's training is provided at no charge. Scheduling and availability will be determined upon contract signing, the requirements of the contract and the scope or customer size.

Second Section

Base Offering Prices

Nextel has provided our offering in this section providing discounts of 16% with the 1.5 Admin fee and 17% with the 1% Administration fee, 39% on handsets and or the flat rate pricing, whichever is greater for the end user and a 20% discount on accessories.

Nextel Versatile Portfolio — Public Sector — Contract Discount 39% — **December 2004**

	Get a $100 Credit with BlackBerry Trade Up or Push Down Programs through 12/31/04!									
										
	BlackBerry 7520	BlackBerry 7510	i860	i830	i733	i736	i730	i710	i88s	i205
New Handset Pricing										
No Commitment Price	$449.99	$249.99	$449.99	$299.99	$449.99	$274.99	$274.99	$239.99	$229.99	$174.99
National Promotion Price	$349.99	$149.99	$349.99	$199.99	$349.99	$174.99	$174.99	$139.99	$129.99	$74.99
Special Flat Promotional Price[1]	**$199.99**	**$49.99**	**$212.99**	**$121.99**	$224.99	**$74.99**	**$106.99**	$79.99	**$69.99**	**$9.99**[1]
Additional Promotions					**$124.99**[1]			**See Below**[2]		
Upgrade Pricing[1]										
Replacement or Upgrade with No Commitment	$449.99	$249.99	$449.99	$299.99	$449.99	$274.99	$274.99	$238.99	$229.99	$174.99
Replacement or Upgrade with Service Agreement	$299.99	$99.99	$299.99	$149.99	$149.99	$124.99	$124.99	$89.99	$79.99	$24.99
Replacement or Upgrade after Motorola Mail-In Rebate			$249.99[2]					See Below[2]		
Services										
Direct Connect, Digital Cellular, Nextel Online, Messaging	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Phone Features										
Email Delivered Automatically	✓	✓								
Full QWERTY Keyboard	✓	✓								
PDA Functionality with PC Synchronization	✓	✓								
Bluetooth® Enabled	✓									
Camera			310K							
Multimedia Messaging			✓							
Direct Send Contact Information/My Info			✓							
Video Capture / Playback			✓							
Color Screen	65K	65K	262K	65K	65K	65K	65K	65K		
Speakerphone	✓	✓	✓	✓	✓	✓	✓	✓	✓	Downloadable
Walkie-Talkie Speaker / Privacy Modes	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
One-Touch Direct Connect / Group Connect	✓	✓	✓	✓	✓	✓	✓	✓		✓
Downloadable Applications and Games (Java)	✓	✓	✓	✓	✓	✓	✓	✓	✓	
External Display (Clam style phones)			4K	✓	✓	✓	✓			
Voice Recorder			✓	✓	✓	✓	✓	✓	✓	
Voice Activated Dialing			✓	✓	✓	✓	✓	✓	✓	Downloadable
Contacts / Phonebook Entries	Unlimited	Unlimited	600	600	600	600	600	600	250	Downloadable 600
Downloadable Wallpapers			✓	✓	✓	✓	✓	✓		
Downloadable Ring Tones			MP3	✓	✓	✓	✓	✓		✓
Vibration Alert	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
GPS Enabled	✓		✓	✓	✓	✓	✓	✓	✓	✓
Accessory Connector Cover			✓	✓	✓	✓	✓	✓		✓
Alternate Line Service Support			✓	✓	✓	✓	✓	✓	✓	✓
Keypad Lock	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Multi-Language	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Profiles / Styles	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Customizable Main Menu Order	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Direct Talk										
Initiate Emergency Group Connect										
Talkgroup Scan Service Support										
Changeable Phone Covers										✓
Carry Holster Included	✓	✓	✓	✓	✓	✓	✓			
Color Options	Arctic Black	Blue		Bronze Silver		NNCS 10 Drivers				
Phone Detail:										
Dimensions	4.5" x 2.9" x 1.1"	4.4" x 2.95" x 1.02"	3.45" x 1.85" x .98"	3.5" x 1.8" x .8"	3.6" x 2" x 1.1"	3.6" x 2" x 1.1"	3.6" x 2" x 1.1"	3.6" x 2" x 1.1"	5.15" x 1.97" x 1.14"	4.8" x 1.9" x 1.0"
Battery Type	900 mAh Lithium Ion	900 mAh Lithium Ion	Standard Lithium Ion	Slim Lithium Ion	Standard Lithium Ion	Standard Lithium Ion	Standard Lithium Ion	Standard Lithium Ion	Standard Lithium Ion	Standard Lithium Ion
Weight w/Battery (oz)	6.13	5.8	4.76	3.6	5.1	5.1	5.1	5.1	4.8	5.14
Talk Time (Minutes)	152 mins.	165 mins.	165 mins.	120 mins.	200 mins.	200 mins.	200 mins.	165 mins.	165 mins.	165 mins.
Talk Time for Direct Talk (Standard Use)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Standby Time	69 hrs.	75 hrs.	65 hrs.	55 hrs.	75 hrs.	75 hrs.	75 hrs.	75 hrs.	75 hrs.	75 hrs.
Lines of Text on screen	8, 10, or 12	8, 10, or 12	8, 10, or 11	6, 8, or 10	6, 8, or 10	6, 8, or 10	6, 8, or 10	6, 8, or 10	4, 6, or 8	4

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Phone prices are valid through 12/31/04 unless otherwise noted, while phone supplies last, and are subject to change. Certain restrictions may apply. Offers are subject to availability in certain markets. Promotional handset pricing and discounts require new activation; may require one- or two-year Service Agreement and credit approval. Account set-up fee of $35 per phone, up to $70 per account (some markets a max of $80/account per order) may apply. $200 early termination fee may apply, after 15-day trial period (30 days in CA), conditions apply. Two valid forms of identification are necessary to purchase service and phone.

** BlackBerry Trade-Up Program: A $100 credit will be applied to the account as a "Used Equipment Reimbursement" on the 1st or 2nd invoices after the trade-in unit has been received by Nextel. New activations, add-ons and upgrades eligible. Trade-in units must be functional and power on. Offer valid with Sony-Ericsson (P800, T226, T616, T62u), Palm (Tungsten W Handheld, i705, VIIX, VII, Treo [600, 300, 270,180], Samsung (SPH-I330, SPH-I300, SPH-I500, SPH-I600, SPHi700), T-Mobile PocketPC Phone Edition, Siemens SX56, Sierra Wireless voQ, Hitachi (G1000, P300), Kyocera (7135 Smartphone, QCP 6035), Audiovox Thera Pocket PC 2002, Toshiba 2032, Nokia (6200, 7250i, 3650, 9290, 9000i, 9000il), Good G100, Danger Sidekick/Hiptop, Morotola (PageWriter [2000Xr, 250], Timeport™ [270c, 280], MPx200), RIM (850, 857, 950, 957) handhelds. Push Down Program: Customers receive a $100 credit if they upgrade to a BlackBerry 7510 or 7520, establish a new activation for the original device on the same account and activate the new device with a minimum of a one-year service agreement.*

1 *Flat pricing is available on upgrades to select accounts only.*

2 *i205 — GSA accounts receive $0.99 pricing at POS. Public Sector orders with 5+ units on the same order are eligible for $0.99 POS pricing.*

3 *i710 — Equivalent VPL price at POS for 2+ orders — Purchase two i710 at $45 each. No MIR required for government-liable customers. MIR on i710 required for EVPs. Offer available to gross adds and upgrades. Minimum two-unit purchase required.*

4 *Volume discounts and order-based discounts do NOT apply to upgrade/replacement purchases. Note: a minimum processing fee of $35/unit up to a $150 maximum is applied to all upgrade orders except for corporate- and government-liable customers who place upgrade orders through the Wireless Manager, Upgrade Support line (1-877-NextelU) or Enterprise Sales (1-866-805-9890). The fee is $15/unit up to a $150 maximum and applies for EVPs placing orders at the Upgrade Support or Enterprise Sales lines.This fee will appear on customer's first or second bill after the upgrade has occurred.*

5 *i860 ($50 MIR) — Upgrade after Motorola Mail-in-rebate pricing reflects rebate. Corporate- and Government-liable customers receive the i860 at $249.99 point of sale and are not eligible for the mail-in rebate.*

6 *Closeout pricing — i733 available at $124.99 with Service Agreement.*

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Nextel Rugged Portfolio — Public Sector		Contract Discount:	39%		December 2004
					
New Handset Pricing	i325	i315	i530	i58sr	i305
No Commitment Price	$549.99	$324.99	$229.99	$249.99	$229.99
National Promotion Price	$449.99	$224.99	$129.99	$149.99	$129.99
Special Flat Promotional Price[1]	**$269.99**	$134.99	**$59.99**	**$74.99**	**$69.99**
Price After Discount		**See Below[3]**			
Upgrade Pricing[2]					
Replacement or Upgrade with No Commitment	$549.99	$324.99	$229.99	$249.99	$229.99
Replacement or Upgrade with Service Agreement	$399.99	$174.99	$79.99	$99.99	$79.99
Replacement or Upgrade after Motorola Mail-In Rebate		See Below[3]			
Services					
Direct Connect, Digital Cellular, Nextel Online, Messaging	✓	✓	✓	✓	✓
Phone Features					
Color Screen	4K				
Speakerphone	✓	✓	✓	✓	✓
Walkie-Talkie Speaker / Privacy Modes	✓	✓	✓	✓	✓
One Touch Direct Connect / Group Connect	✓	✓	✓		✓
Downloadable Applications and Games (Java)	✓			✓	
External Display (Clam style phones)					
Voice Recorder	✓	Downloadable	Downloadable	Downloadable	Downloadable
Voice Activated Dialing	✓	Downloadable	Downloadable	Downloadable	Downloadable
Contacts / Phonebook Entries	600	600	600	250	600
Downloadable Wallpapers					
Downloadable Ring Tones	✓	✓	✓		✓
VibraCall Alert	✓	✓	✓	✓	✓
GPS Enabled	✓	✓	✓	✓	✓
Accessory Connector Cover	✓	✓	✓		✓
Alternate Line Service Support	✓	✓	✓	✓	✓
Keypad Lock	✓	✓	✓	✓	✓
Multi-Language	✓	✓	✓	✓	✓
Profiles / Styles	✓			Downloadable	
Customizable Main Menu Order	✓			✓	
Direct Talk	✓	✓			
Instate Emergency Group Connect	✓				
Talkgroup Scan Service Support	✓				
Changeable Phone Covers					
Carry Holster Included	✓	✓			
Surveillance Mode	✓				
Rain-Resistant	✓	✓			✓
Adheres to Military Standards for Dust, Shock & Vibration	✓	✓	✓	✓	✓
Rubber Grip	✓	✓	✓	✓	✓
Rubberized battery door				✓	✓
Additional features/items					
Color Options			Black Yellow / Black	Yellow / Black Black / Grey	
Phone Details					
Dimensions	5.1"x 2.4"x 1.4"	5.0"x 2.4" x1.4"	3.7"x 2.1" x1.2"	5.2"x2.1"x1.3"	5.0"x2.3"x1.4"
Battery Type	High Capacity Lithium Ion	High Capacity Lithium Ion	Standard Lithium Ion	High Capacity Lithium Ion	Ext. Cap. Lithium Ion
Weight w/Battery (oz)	7.02	6.95	5.17	6.5	6.63
Talk Time (Minutes)	290 mins.	290 mins.	165 mins	270 mins.	215 mins.
Talk Time for Direct Talk (Standard Use)	15.7 hrs.	15.6 hrs.	N/A	N/A	N/A
Standby Time	135 hrs.	145 hrs.	75 hrs.	125 hrs.	90 hrs.
Lines of Text on screen	4	4	4	4, 6, or 8	4

Phone prices are valid through 12/31/04 unless otherwise noted, while phone supplies last, and are subject to change. Certain restrictions may apply. Offers are subject to availability in certain markets. Promotional handset pricing and discounts require new activation; may require one- or two-year Service Agreement and credit approval. Account set-up fee of $35 per phone, up to $70 per account (some markets a max of $80/account per order) may apply. $200 early termination fee may apply, after 15-day trial period (30 days in CA), conditions apply. Two valid forms of identification are necessary to purchase service and phone.

1 *Flat pricing is available on upgrades to select accounts only.*

2 *Volume discounts and order-based discounts do NOT apply to upgrade/replacement purchases. Note: a minimum processing fee of $35/unit up to a $150 maximum is applied to all upgrade orders except for corporate- and government-liable customers who place upgrade orders through the Wireless Manager, Upgrade Support line (1-877-NextelU) or Enterprise Sales (1-866-805-9890). The fee is $15/unit up to a $150 maximum and applies for EVPs placing orders at the Upgrade Support or Enterprise Sales lines.This fee will appear on customer's first or second bill after the upgrade has occurred.*

3 *i315 — Purchase any 2 i315 at $87.50/each. No mail-in rebate required for government-liable customers. MIR required for EVPs. Offer available to gross adds and upgrades. Minimum two-unit purchase required.*

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Nextel Specialty Products — Public Sector			December 2004
	International		
Phone	T720	iM1100	iR1200 GPS
No Commitment Price	$149.99	$299.99	$399.99
National Promotion Price		$199.99	$299.99
Special Flat Promotional Price[1]	**$89.99**	$124.99	**$299.99**
Closeout Price		**$49.99**	
Upgrade Pricing			
Replacement or Upgrade with No Commitment[2]	$149.99		
Replacement or Upgrade with Service Agreement[3]			
Services			
Direct Connect, Digital Cellular, Nextel Online, Msg.			
Phone Features			
Color Screen	✓		
Speakerphone			
Walkie-Talkie Speaker / Privacy			
One Touch Direct Connect/Group Connect			
Downloadable Applications and Games (Java)			
External Display (Clam style phones)			
Voice Recorder	✓		
Voice Activated Dialing	✓		
Contacts / Phone Book	✓		
Downloadable Wallpapers			
Downloadable Ring Tones			
VibraCall Alert	✓		
GPS Enabled			✓
Accessory Connector Cover			
Alternate Line Service Support			
Keypad lock	✓		
Multi-Language	✓		
Profiles / Styles			
Customizable Main Menu Order	✓		
Direct Talk			
Initiate Emergency Group Connect			
Talkgroup Scan Service Support			
Email Delivered Automatically			
Full QWERTY Keyboard			
PDA Functionality with PC Synchronization			
Changeable Phone Covers			
Carry Holster Included	✓		
Intrinsically Safe			
Rain-Resistant			
Adheres to Military Stds. for Dust, Shock & Vibration			✓
Rubber Grip			
Rubberized battery door			
Additional features/items	UK adapter Euro adapter		Requires Installation and Accessories
Dimensions	3.5"x1.9"x.8"	3.5"x1.9"x1.1"	5.0" x 2.2" x 7.0"
Battery Type	Lithium Ion	Lithium Ion	Hard-Wired
Battery Strength/Size (mAh)	500 mAh	500 mAh	N/A
Weight w/Battery (oz)	3.7	2.6	21.2
Talk Time (Minutes)	290 mins	5.5 hrs Total Connect, 100 mins Dial-up	N/A
Talk Time for Direct Talk (Standard Use)	N/A	N/A	N/A
Standby Time	170 hrs.	25 hrs.	N/A
Lines of Text on screen	9	N/A	N/A

Phone prices are valid through 12/31/04 unless otherwise noted, while phone supplies last, and are subject to change. Certain restrictions may apply. Offers are subject to availability in certain markets. Promotional handset pricing and discounts require new activation; may require one- or two-year Service Agreement and credit approval. Account set-up fee of $35 per phone, up to $70 per account (some markets a max of $80/account per order) may apply. $200 early termination fee may apply, after 15-day trial period (30 days in CA), conditions apply. Two valid forms of identification are necessary to purchase service and phone.

1 *Flat pricing is available on upgrades to select accounts only.*

2 *Volume discounts and order-based discounts do NOT apply to upgrade/replacement purchases. Note: a minimum processing fee of $35/unit up to a $150 maximum is applied to all upgrade orders except for corporate- and government-liable customers who place upgrade orders through the Wireless Manager, Upgrade Support line (1-877-NextelU) or Enterprise Sales (1-866-805-9890). The fee is $15/unit up to a $150 maximum and applies for EVPs placing orders at the Upgrade Support or Enterprise Sales lines.This fee will appear on customer's first or second bill after the upgrade has occurred.*

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Discounts are provided on the Nextel plans at the top of this guide. Nextel's provided discounts do not effect the third party applications on the guide.

Total Connect and Packetstream Gold Plans / Business Solutions Pricing — **16% DISCOUNT** — **December 2004**

Tethered Packet Data Rate Plans

Total Connect & Packetstream Gold Plans	Included MB	Private IP Price	Discounted Private IP Price	Public IP for $3/mo more	Discounted Public IP Price	Effectivn speed KB	Overage Per KB
Total Connect As-You-Go	0	$2.99	$2.51	N/A	N/A	19.2	$0.05
Total Connect 1 Megabyte - Phone	1	$9.99	$8.39	$12.99	$10.91	19.2	$0.01
Total Connect 5 Megabyte - Phone Plus	5	$19.99	$16.79	$22.99	$19.31	19.2	$0.009
Total Connect 10 Megabyte - PDA	10	$29.99	$25.19	$32.99	$27.71	19.2	$0.008
Total Connect 50 Megabyte - Laptop	50	$59.99	$50.39	$62.99	$52.91	19.2	$0.005
Total Connect 100 Megabyte - Laptop Plus	100	$99.99	$83.99	$102.99	$86.51	19.2	$0.003
Packetstream Gold *	unlimited	$54.99	$46.19	N/A	N/A	Up to 56.6	N/A

Business Solutions Applications - Nextel-Billed

Application	Description of Service	Monthly Access	Application	Description of Service	Monthly Access
@Road - PathWay and PathWay II M	Internet-based mobile resource management solution. Uses GPS-enabled phones or @Road in-vehicle installed device(XLM 2710) to map and report on the routes and stops of the mobile work force. Requires additional Total Connect Plan. Optional Bar Code Scanner available for phone.	Phone: $14.95 to $16.95; Bar code: $3.95 EM: $24.95	Gearworks - etrace	An enterprise-level solution that can scale to manage a variety of field service activities. Features include GPS-mapping and dispatch, timesheets, driving directions, real-time work status, geo-fencing and a variety of key metric reports.	$14.95 to $59.00
ActSoft - Comet Tracker	Uses GPS to locate and track workers, keep electronic timesheet, and dispatch tasks with locations displayed on a map and are continuously updated. Requires additional Total Connect Plan. Tiered pricing available for volume discounts.	$13.00 - $17.00	IT2ME, LLC- IT2ME	IT2ME is a GPS based wireless business solution application that allows customers to track and monitor valuable assets and employees.	$10.00 to $15.00
Aether - PocketBlue	Combines the freedom of portability with the security of being fully integrated with every arm of your agency.	$75.99	Motorola - VIAMOTO	VIAMOTO is a suite of location software that transforms phones into navigation systems, by providing local information guides, mobile personal assistants and verbal directions to a destination, speaking street names and maneuvers along the way.	$9.99
AirClic - Barcode Scanning Solutions & PSM20 barcode scanner	Allows customers to wirelessly track assets. AirClic solutions are "90-10 Applications", 90% of functionality is already built, and 10% of the solution is customized to meet unique needs of a customer.	Service: Type 1 $30, Type 2 $35, Type 3 $40	Nextel Interoperability Directory	Unique service offering designed to facilitate interoperable communications between Public Safety organizations.	$5.00 to $10.00
AirHours - AirPut	Record and review employee hours and project cost information using a Nextel Internet Ready phone - eliminating the need for paper timesheets.	$19.99	Pendrant - Deo	Provides two way pertinent job information and location updates in real time. Deo Bar code allows scanning of job information in real time. Deo GPS and Bar code provides job information, location updates and scanning in real time.	$11.00 to $71.00
Constructworks - CityConnect	Allows contractors to get building permits using their Nextel phone, on the job or on the road. CityConnect is the directory of building inspectors.	$3.50	ServiceHub - ServiceHub	Hosts industry specific applications that provide organizations with mobile users the ability to automate their workflow and instantly communicate updates of information.	$30 ServiceHub Dispatcher; $30 Workflow Mgmt.; $20 /Location Svcs.
Corrigo - CorrigoConnect (Base Product)	Simple and powerful web-based work order and dispatch management solution that delivers control over service operations in companies requiring installation, maintenance and repair. It connects dispatch, field staff and management using the Internet and Nextel Java phones using a Java client. The GPS module shows real time staff and work locations on a map in the office. GPS requires the Java baseline service	$20.00 WAP; $14 Java; $2 Java-GPS	Symbol - Symbol PSM20i Bar Code Scanner	Allows mobile field service, field sales and delivery personnel to integrate the power of bar coding, Java applications, and Nextel's voice and data network to provide real-time information access in the field. (see AirClic for service options.)	one-time device cost $249
Corrigo - Corrigo Cost Allocation and Parts Catalog Module	Tracks the cost of doing business by matching labor and parts costs to work orders as they are completed in the field. CorrigoConnect is a prerequisite. For BlackBerry use, BlackBerry service plan is needed	$10.00 WAP; $10.00 Java	Televigation - TeleNav	A GPS Navigation and business-finder service. TeleNav alerts you of upcoming turns with icons and audio messages like "Turn right to Main street".	$9.99
Corrigo - Corrigo Inventory Management Module	Extends CorrigoConnect's Cost Allocation and Parts Catalog module so that exact inventory counts and reorder points can be tracked for all stocking locations. CorrigoConnect is a prerequisite. For BlackBerry use, BlackBerry service plan is needed.	$15.00 WAP; $15.00 Java	Televigation - TeleNavTrack	Provides integrated GPS tracking, dispatching, reports, electronic timesheet and dynamic GPS navigation over Nextel GPS phones. Requires additional Total Connect Plan.	$9.99 to $21.99
Corrigo - Corrigo Invoicing Module	With CorrigoConnect's Cost Allocation and Parts Catalog module, creates invoices from work order data captured in the field. CorrigoConnect is a prerequisite. For BlackBerry use, BlackBerry service plan is needed	$10.00 WAP; $10.00 Java	Trimble - Trimble Outdoors GPS	With Trimble Outdoors™, outdoor enthusiasts can forego the costs and inconvenience of buying and carrying a separate GPS receiver and digital camera. Research and create trips, get routes, waypoints, points-of-interest, and maps sent to your phone and take pictures and notes in the field to share by wirelessly posting to the Trimble website.	$4.99 - $9.99/PTN
Corrigo - Corrigo Scheduled Work Module	Automates recurring work orders for service organizations performing preventive/routine maintenance to reduce administrative overhead and ensure consistent service. CorrigoConnect is a prerequisite. For BlackBerry use, BlackBerry service plan is needed.	$10.00 WAP; $10.00 Java	Vertro - Rainmaker for salesforce.com	Provides online and offline access to the salesforce.com application. Salesforce.com is the market leader in online Customer Relationship Management and Sales Force Automation.	$35 per month AND 5 MB TC Plan or BlackBerry e-mail Plan
Corrigo - Corrigo Time Card Management Module	Provides 24/7 collection of time sheet information over Nextel phones and approval of timesheet information over the Web. CorrigoConnect is a prerequisite. For BlackBerry use, BlackBerry service plan is needed	$10.00 WAP	Voyager Systems - Voyager Choicepoint	Allows users to browse public records and proprietary records on individuals and businesses instantly with a name or Social Security Number including identity verification information, corporate information, and real property records	$55.99 to $99.99
Corrigo - Corrigo Punch List Module	Enables punch lists ("to do" lists), detailed job tasking, and compliance inspections to be managed anywhere. Corrigo Punch List automates the transfer of inspection requirements and results. CorrigoConnect is a prerequisite. For BlackBerry use, BlackBerry service plan is needed.	$10.00 WAP; $10.00 Java	Voyager Systems - Voyager Contact	Data collection and query tool that streamlines the process of collecting field interview data and provides back-end analysis and alerting functions to assist in surveillance activities.	$55.99 to $75.99
Creditel - PowerSteal and PowerSwipe attachment	Using PowerSwipe with PowerRetail, PowerRetail-Tip or PowerRetail-GPS, and a Nextel phone enables mobile businesses to securely accept wireless payments. PowerRetail-GPS also provides basic GPS tracking.	$12.99 to $25.99; PowerSwipe $249.99	Voyager Systems - Voyager Query	Allows law enforcement officers to conduct record checks through state and federal criminal justice databases and to access local and proprietary databases.	$55.99 to $75.99
Datatrac - Wireless eTrac	Real-time updates of pick-ups, delivery and proof-of-delivery data throughout the delivery chain for independent expedited transportation industry.	$27.50	Xora - Xora GPS TimeTrack	Combines employee hours, job/work order management, GPS location tracking and barcode scanning capabilities. Requires additional Total Connect Plan.	$11.99; Business Plus module $3.99; Scanning module $1.99

* PacketStream Gold is intended to support laptop or PDA web browsing and Internet based mail. While PacketStream Gold is essentially an unlimited use product.

Current prices are from 12/01/04-12/31/04 and are subject to change. Additional applications may require other fees. Nextel reserves the right to restrict a customer's usage if it adversely affects network performance. © 2004 Nextel Communications, Inc. All rights reserved. Nextel, the Nextel logo, Nextel. Done., the Nextel. Done. logo, and Nextel Online are registered trademarks and/or service marks of Nextel Communications, Inc.

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1% admin fee and 17% discount.

Nextel Rate Plan Guide — Public Sector

December 2004

Government Discount 17%

RATE PLANS	Monthly Access[1]	Discounted Monthly Access	Cellular Minutes[1]	Service Agreement	Cellular Overage	Direct Connect Minutes[1,2]	Direct Connect Overage	Group Connect Minutes	Share[1]	Nights & Weekends[1]	Domestic Long Distance[1]	Voice Mail	Caller ID[1]	NOL[1]
National Free Incoming Plans[3]														
National Free Incoming 300	$49.99	$41.49	300	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	No	Unlimited	Included	Included	Included	Express Messaging**
National Free Incoming 500	$59.99	$49.79	500											
National Free Incoming 800	$79.99	$66.39	800											
National Free Incoming 1200	$109.99	$91.29	1,200											
National Power Plans														
National Power 500	$45.99	$38.17	500	One-Year	45¢ per minute	Unlimited	N/A	15¢ per minute	No	Unlimited	Included	$1 per month	$1 per month	Buy-Up Options available**
National Power 800	$55.99	$46.47	800		40¢ per minute									
National Power 1200	$69.99	$58.09	1,200											
National Power 1400	$85.99	$71.37	1,400		30¢ per minute									
National Power 2000	$99.99	$82.99	2,000											
National Power 3000	$149.99	$124.49	3,000											
National Unlimited NDC Plus Plan														
National Unlimited NDC Plus	$199.99	$165.99	Unlimited	One-Year	N/A	Unlimited	N/A	15¢ per min	No	N/A	Included	Included	Included	Full Svc
Includes Full Service Package. Requires a data-capable phone.														
National Team Share Plans														Contractually Covered[4]
National Team Share Add-on	$19.99	$16.59	0	One-Year	40¢ per minute	100	15¢ per minute	15¢ per minute	Both	Unlimited	Included	$1 per month	$1 per month	Buy-Up Options available**
National Team Share 400	$39.99	$33.19	400			250								
National Team Share 600	$49.99	$41.49	600											
National Team Share 900	$69.99	$58.09	900											
National Team Share 1200	$89.99	$74.69	1,200											
Add-on plan requires activation of at least one base Team Share plan on the account. Customers may activate up to four add-on plans for every one base plan.														
National Shared Minute Plans														Contractually Covered[4]
National Shared Minute 100	$39.99	$33.19	100	One-Year	35¢ per minute	Unlimited	N/A	15¢ per minute	Cellular	$10 per month	Included	Included	Included	Buy-Up Options available**
National Shared Minute 500	$55.99	$46.47	500											
National Shared Minute 700	$69.99	$58.09	700											
National Shared Minute 1000	$89.99	$74.69	1,000											
National Shared Minute 1300	$119.99	$99.59	1,300											
National Shared Minute 2000	$159.99	$132.79	2,000											
National Shared Minute 2500	$199.99	$165.99	2,500											
National Shared Minute 4000	$299.99	$248.99	4,000											
Cellular minutes round to the second.														
Local Instant Connect Plans														
Local Instant Connect UDC	$35.99	$29.87	0	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	No	Unlimited	20¢ per minute	$1 per month	$1 per month	Buy-Up Options available**
Local Instant Connect 500	$39.99	$33.19	500											
Local Instant Connect 700	$49.99	$41.49	700											
Local Instant Connect 1250	$65.99	$54.77	1,250											
BlackBerry Plans														
BlackBerry Nationwide Free Incoming	$99.99	$82.99	300	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	No	Unlimited	Included	Included	Included	Unlimited Email & Web Access
BlackBerry National Team Share 400	$79.99	$66.39	400			250	15¢ per minute		Both			$1 per month	$1 per month	
BlackBerry National Team Share 600	$99.99	$74.69	600											
BlackBerry National Team Share 900	$109.99	$91.29	900											
BlackBerry National Team Share 1200	$129.99	$107.89	1,200											

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Government Local Shared Plans														Contractually Covered▲
Government Local Shared 100	$24.99	$20.74	0	One-Year	20¢ per minute	100	15¢ per minute	15¢ per minute	Both	250	15¢ per minute	Included	Included	Buy-Up Options Available**
Government Local Shared 400	$39.99	$33.19	200			200				500				
Government Local Shared 700	$49.99	$41.49	350			350				1,000				
Government Total Rewards Plans														Contractually Covered▲
Government Total Rewards Add-on	$25.00	$20.75	0	One-Year	40¢ per minute	250	15¢ per minute	15¢ per minute	Both	Unlimited	Included	Included	Included	Premier Messaging**
Government Total Rewards 300	$45.00	$37.35	300											
Government Total Rewards 500	$55.00	$45.65	500											
Government Total Rewards 700	$75.00	$62.25	700											
Government Total Rewards 900	$95.00	$78.85	900											

Includes Priority Connect — a feature that provides priority access to the Nextel network and its resources during times of congestion. ***Add-on plan requires activation of at least one base plan on the account.***

**** Other monthly charges apply. Nextel imposes a Federal Programs Cost Recovery (FPCR) fee of $1.85 or $2.63. The FPCR is not a tax or government required charge. The fee is charged for one or more of the following: E911, number pooling and wireless number portability.***

Rate Plans are valid for Public Sector until 12/03/04 except where noted or until further notice and are subject to change. Certain restrictions may apply. Offers may not be available in all markets. Offers may require credit approval, new activation and one- or two-year Service Agreement. Additional charges may apply and may vary by market, including state and federal taxes, a Universal Service Assessment of either 1.957% or 1.5%, in some states a Gross Receipt Recovery fee of 1.4% to 5%, a TRS charge of approx. .07%, and a state-required E911 fee. Long Distance includes domestic long distance charges. Caller ID may not be available on all calls. Account set-up fee of $35 per phone, up to $70 per account (some mail-in's max of $50/account per order) may apply. $200 early termination fee may apply, after 15-day trial period (30 days in CA), conditions apply. Read service agreement for details. In-store purchases require two forms of valid identification. Ask your Nextel Representative for more details.

1. Share Key: Both = cellular and DC; Cellular = cellular only; DC = Direct Connect only; No = Does not share. Phones must be on same account and separate plan to share minutes. Direct Connect minutes share with like plans. Group Connect minutes do not share.
2. Nationwide Direct Connect calls are charged to the call initiator, use DC minutes in your plan and incur an additional charge of either (i) $0.20/min. multiplied by the number of participants, or (ii) a monthly flat fee for unlimited access. Requires a data-capable phone. NDC does not apply to Group Connect.
3. Direct Connect minutes are available in your local calling area and do not include Group Connect calls. Limited Direct Connect minutes can be used for Group Connect calls.
4. Nights are 9:00pm to 7:00am. Week ends begin Fri. at 9:00pm and end Mon. at 7:00am.
5. No additional charge for Domestic Long Distance. A Domestic Long Distance is included in the plan.
6. Caller ID may not be available on all calls. Read Service Agreement for details.
7. Up to 15¢ per sent or received text message depending on message type.
8. Cellular calls round to the next full minute, except for the National Shared Minute plan, when cellular calls round to the second after the first minute. Unused minutes do not accumulate to the next billing cycle.
9. Free incoming calls are calls received while in the U.S. on the Nextel National Network.

** Additional Data Services are available to be purchased as an add-on including Premium Web, Premier Messaging, Mobile Email and Full Service Data Package. Ask your Sales Representative for more information.

▲ Indicates Rate Plans are available for inclusion as part of Federal, State and Local contracts. All other rate plans should be deemed as limited time offers and are subject to change.

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Discounts are provided on the Nextel plans at the top of this guide. Nextel's provided discounts do not effect the third party applications on the guide.

Total Connect and Packetstream Gold Plans / Business Solutions Pricing — **17% DISCOUNT** — **December 2004**

Tethered Packet Data Rate Plans

Total Connect & Packetstream Gold Plans	Included MB	Private IP Price	Discounted Private IP Price	Public IP for $3/mo more	Discounted Public IP Price	Effective speed KB	Overage Per KB
Total Connect As-You-Go	0	$2.99	$2.48	N/A	N/A	19.2	$0.05
Total Connect 1 Megabyte - Phone	1	$9.99	$8.29	$12.99	$10.78	19.2	$0.01
Total Connect 5 Megabyte - Phone Plus	5	$19.99	$16.59	$22.99	$19.08	19.2	$0.009
Total Connect 10 Megabyte - PDA	10	$29.99	$24.89	$32.99	$27.38	19.2	$0.008
Total Connect 50 Megabyte - Laptop	50	$59.99	$49.79	$62.99	$52.28	19.2	$0.005
Total Connect 100 Megabyte - Laptop Plus	100	$99.99	$82.99	$102.99	$85.48	19.2	$0.003
Packetstream Gold *	unlimited	$54.99	$45.64	N/A	N/A	Up to 56.6	N/A

Business Solutions Applications - Nextel-Billed

Application	Description of Service	Monthly Access	Application	Description of Service	Monthly Access
@Road - PathWay and PathWay ILM	Internet-based mobile resource management solution. Uses GPS-enabled phones or @Road in-vehicle installed device(ILM 2710) to map and report on the routes and stops of the mobile work force. Requires additional Total Connect Plan. Optional Bar Code Scanner available for phone.	Phone: $14.95 to $16.95) Bar code: $3.95 ILM: $24.95	Gearworks - etrace	An enterprise-level solution that can scale to manage a variety of field service activities. Features include GPS-mapping and dispatch, timesheets, driving directions, real-time work status, geo-fencing and a variety of key metric reports.	$14.95 to $59.00
ActSoft - Comet Tracker	Uses GPS to locate and track workers. Keep electronic timesheet, and dispatch tasks with locations displayed on a map and are continuously updated. Requires additional Total Connect Plan. Tiered pricing available for volume discounts.	$13.00 - $17.00	IT2ME, LLC- IT2ME	IT2ME is a GPS based wireless business solution application that allows customers to track and monitor valuable assets and employees.	$10.00 to $15.00
Aether - PocketBlue	Combines the freedom of portability with the security of being fully integrated with every arm of your agency.	$75.99	Motorola - VIAMOTO	VIAMOTO is a suite of location software that transforms phones into navigation systems, by providing local information guides, mobile personal assistants and verbal directions to a destination, speaking street names and maneuvers along the way.	$9.99
AirClic - Barcode Scanning Solutions & PSM20i barcode scanner	Allows customers to wirelessly track assets. AirClic solutions are "80-10 Applications", 80% of functionality is already built, and 10% of the solution is customized to meet unique needs of a customer.	Service: Type 1 $30, Type 2 $35, Type 3 $40	Nextel Interoperability Directory	Unique service offering designed to facilitate interoperable communications between Public Safety organizations.	$5.00 to $10.00
Airtours - AirPut	Record and review employee hours and project cost information using a Nextel Internet Ready phone - eliminating the need for paper timesheets.	$19.99	Penchant - Deo	Provides two-way pertinent job information and location updates in real time. Deo Bar code allows scanning of job information in real time. Deo GPS and Bar code provides job information, location updates and scanning in real time.	$11.00 to $21.00
Constructworks - CityConnect	Allows contractors to get building permits using their Nextel phone, on the job or on the road. CityConnect is the directors of building inspectors.	$3.50	ServiceHub - ServiceHub	Hosts industry specific applications that provide organizations with mobile users the ability to automate their workflow and instantly communicate updates of information.	$30 ServiceHub Dispatcher; $30 Workflow Mgmt.; $20 /Location Svcs.
Corrigo - CorrigoConnect (Base Product)	Simple and powerful web-based work order and dispatch management solution that delivers control over service operations in companies doing installation, maintenance and repair. It connects dispatch, field staff and management using the Internet and Nextel Java phones using a Java client. The GPS module shows real time staff and work locations on a map in the office. GPS requires the Java baseline service.	$20.00 WAP; $14 Java; $3 Java GPS	Symbol - Symbol PSM20i Bar Code Scanner	Allows mobile field service, field sales and delivery personnel to integrate the power of bar coding, Java applications, and Nextel's voice and data network to provide real-time information access in the field. (see AirClic for service options)	one-time device cost $249
Corrigo - Corrigo Cost Allocation and Parts Catalog Module	Tracks the cost of doing business by matching labor and parts costs to work orders as they are completed in the field. CorrigoConnect is a prerequisite. For BlackBerry use, BlackBerry service plan is needed.	$10.00 WAP; $10.00 Java	Televigation - TeleNav	A GPS Navigation and business-finder service. TeleNav alerts you of upcoming turns with icons and audio messages like "Turn right to Main street".	$9.99
Corrigo - Corrigo Inventory Management Module	Extends CorrigoConnect's Cost Allocation and Parts Catalog module so that exact inventory counts and reorder points can be tracked for all stocking locations. CorrigoConnect is a prerequisite. For BlackBerry use, BlackBerry service plan is needed.	$15.00 WAP; $15.00 Java	Televigation - TeleNav Track	Provides integrated GPS tracking, dispatching, reports, electronic timesheet and dynamic GPS navigation over Nextel GPS phones. Requires additional Total Connect Plan.	$9.99 to $21.99
Corrigo - Corrigo Invoicing Module	With CorrigoConnect's Cost Allocation and Parts Catalog module, creates invoices from work order data captured in the field. CorrigoConnect is a prerequisite. For BlackBerry use, BlackBerry service plan is needed.	$10.00 WAP; $10.00 Java	Trimble - Trimble Outdoors GPS	With Trimble Outdoors™, outdoor enthusiasts can forego the costs and inconvenience of buying and carrying a separate GPS receiver and digital camera. Research and create trips, get routes, waypoints, points of interest, and maps sent to your phone and take pictures and notes in the field to share by wirelessly posting to the Trimble website.	$4.99 - $9.99/MTN
Corrigo - Corrigo Scheduled Work Module	Automates recurring work orders for service organizations performing preventive/routine maintenance to reduce administrative overhead and ensure consistent service. CorrigoConnect is a prerequisite. For BlackBerry use, BlackBerry service plan is needed.	$10.00 WAP; $10.00 Java	Vettro - Rainmaker for salesforce.com	Provides online and offline access to the salesforce.com application. Salesforce.com is the market leader in online Customer Relationship Management and Sales Force Automation.	$35 per month AND 5 MB TC Plan or BlackBerry e-mail Plan
Corrigo - Corrigo Time Card Management Module	Provides 24/7 collection of time sheet information over Nextel phones and approval of timesheet information over the Web. CorrigoConnect is a prerequisite. For BlackBerry use, BlackBerry service plan is needed.	$10.00 WAP	Voyager Systems - Voyager Choicepoint	Allows users to browse public records and proprietary records on individuals and businesses instantly with a name or Social Security Number including identity verification information, corporate information, and real property records.	$55.99 to $99.99
Corrigo - Corrigo Punch List Module	Enables punch lists ("to do" lists), detailed job tasking, and compliance inspections to be managed anywhere. Corrigo Punch List automates the transfer of inspection requirements and results. CorrigoConnect is a prerequisite. For BlackBerry use, BlackBerry service plan is needed.	$10.00 WAP; $10.00 Java	Voyager Systems - Voyager Contact	Data collection and query tool that streamlines the process of collecting field interview data and provides back-end analysis and alerting functions to assist in surveillance activities.	$55.99 to $75.99
Credibel - PowerRetail and PowerSwipe attachment	Using PowerSwipe with PowerRetail, PowerRetail-Tig or PowerRetail-GPS, and a Nextel phone enables mobile businesses to securely accept wireless payments. PowerRetail-GPS also provides basic GPS tracking.	$12.99 to $25.99; PowerSwipe $249.99	Voyager Systems - Voyager Query	Allows law enforcement officers to conduct record checks through state and federal criminal justice databases and to access local and proprietary databases.	$55.99 to $75.99
Datatrac Wireless eTrac	Real-time updates of pick-ups, delivery and proof-of-delivery data throughout the delivery chain for independent expedited transportation industry.	$27.50	Xora - Xora GPS TireTrack	Combines employee hours, job/work order management, GPS location tracking and barcode scanning capabilities. Requires additional Total Connect Plan.	$11.99; Business Plus module $3.99; Scanning module $1.99

* Packetstream Gold is intended to support laptop or PDA web browsing and Internet based mail; while Packetstream Gold is essentially an unlimited use product.

Current prices are from 10/01/04-12/31/04 and are subject to change. Additional applications may require other fees. Nextel reserves the right to restrict a customer's usage if it adversely affects network performance. © 2004 Nextel Communications, Inc. All rights reserved. Nextel, the Nextel logo, Nextel Java, the Nextel Java logo, and Nextel Online are registered trademarks and/or service marks of Nextel Communications, Inc.

NEXTEL

NEXTEL BLACKBERRY SOLUTIONS — 17% DISCOUNT — December 2004

SERVICE PLANS

SERVICE	MONTHLY ACCESS	DISCOUNTED MONTHLY ACCESS	BLACKBERRY EMAIL	DIRECT CONNECT	CELLULAR
Nationwide Free Incoming Plan	$99.99	$82.99	Unlimited	Unlimited DC & NDC	Unlimited Incoming, 300 Outgoing Mins, $0.40/Min Overage, LD Included **Now Includes Unlimited Nights and Weekends and 100 Bonus Minutes for 12 Months**
BlackBerry National Team Share 400	$79.99	$66.99	Unlimited	250	**400** Anytime Mins, $0.40/Min Overage, LD Included. Includes Unlimited Nights and Weekends
BlackBerry National Team Share 600	$89.99	$74.69	Unlimited	250	**600** Anytime Mins, $0.40/Min Overage, LD Included. Includes Unlimited Nights and Weekends
BlackBerry National Team Share 900	$109.99	$91.29	Unlimited	250	**900** Anytime Mins, $0.40/Min Overage, LD Included. Includes Unlimited Nights and Weekends
BlackBerry National Team Share 1200	$129.99	$107.89	Unlimited	250	**1,200** Anytime Mins, $0.40/Min Overage, LD Included. Includes Unlimited Nights and Weekends
Email Only Plan - Unlimited	$49.99	$41.49	Unlimited	$0.20/Min	$0.40/Min
Email Only Plan - 3MB	$39.99	$33.19	3MB ($0.01/KB Overage)	$0.20/Min	$0.40/Min
Voice & Email Plan - Unlimited	$44.99	$37.34	Unlimited	Qualifying Voice Plan Required	
Voice & Email Plan - 3MB	$34.99	$29.04	3MB ($0.01/KB Overage)	Qualifying Voice Plan Required	

Device Pricing — Equipment

PRODUCT	DESCRIPTION	PRICING
BlackBerry 7510™	Fully loaded, full color handheld with cell phone, walkie-talkie and speakerphone. Automatic email delivery. Includes Nextel Online Wireless Web access.	All Public Sector accounts eligible for $49.99 Flat Price
BlackBerry 7520™	Fully loaded, full color handheld with cell phone, walkie-talkie, speakerphone and now Bluetooth®-Enabled. Automatic email delivery. Includes Nextel Online Wireless Web access.	All Public Sector accounts eligible for $199.99 Flat Price

BlackBerry Enterprise Server

PRODUCT	DESCRIPTION	PRICING
20-User BES v 4.0	BlackBerry Enterprise Server for medium and large sized businesses. Operates with MS Exchange and IBM lotus Domino.	$3,300.00
5-User SBE (Small Business Edition) BES v 4.0	BlackBerry Enterprise Server for small businesses that plan to have no more than 15 handhelds throughout their organization. **Operates with MS Exchange ONLY.**	$1,299.00
Upgrade to BES v 4.0	BlackBerry Enterprise Server Upgrade from MS Exchange v 3.5/3.5 or IBM Lotus Domino v 2.1/2.2 to BES v 4.0	$899.00

***$100 BlackBerry Trade-Up Promotion**: Offer expires December 31, 2004 or while supplies last. Requires a two-year service agreement, new activation and credit approval. $200 early termination fee applies, after 30-day trial period, conditions apply. Setup fee of $35 per phone, up to $70 max per account (some markets a max of $80/account per order) applies. A $100 credit will be applied to the account as "Used Equipment Reimbursement" on the 1st or 2nd invoice after the trade-in unit has been received by Nextel. The trade-in unit must be received within 30 days of purchase of the BlackBerry 7510 or 7520 to be eligible for the $100 credit. Trade-in units must be functional and power on. Eligible units include Audiovox There Pocket PC 2002, Danger Sidekick/Hiptop, Good G100, Hitachi (G1000, P300), Kyocera (7135 Smartphone, QCP 6035), Motorola (Pagewriter 2000Xr, Pagewriter 250, Timeport 270c, 280, MPx200), Nokia (6200, 7250i, 3650, 9290, 9000i, 9000i), Palm (Tungsten W Handheld, i705, VIIX, VII, Treo (180, 270, 300, 600)), RIM BlackBerry (850, 857, 950, 957), Samsung (SPH-i330, SPH-i300, SPH-i500, SPH-i600, SPH-i700), Sierra Wireless voQ, Siemens SX56, Sony-Ericsson (P800, T226, T616, T62u), T-Mobile Pocket PC Phone, Toshiba 2032.*

***BlackBerry Enterprise Server Upgrades**: Customers with software versions earlier than MS Exchange v 3.5 and IBM Lotus Domino v 2.1 are required to purchase new BES v 4.0 software. 5 User SBE BES Exchange v3.5/3.6 can not be upgraded to 20-user BES Exchange v 4.0. However, the 5 User SBE BES Exchange v 3.5/3.6 may be upgraded to a 5 User SBE BES Exchange v 4.0 for $899.*

***BlackBerry Free Incoming Plan:** Requires one or two-year service agreement and credit approval. $200 early termination fee applies, after 15-day trial period (30 days in CA), conditions apply. Setup fee of $35 per phone, up to $70 max per account (some markets a max of $80/account per order) applies. Cellular: Free incoming calls are calls received while in the U.S. on the Nextel National Network. Free Nationwide Long Distance includes domestic calls only. Overage is $0.40/min. Cellular calls round to the next full minute. Unused minutes do not accumulate to the next billing cycle. Nights are 9:00pm to 7:00am. Weekends begin Fri. at 9:00pm and end Mon. at 7:00am. Night and Weekend minutes do not share with Walkie-Talkie Charges are multiplied by the number of participants on the call and charged to the call initiator. Unlimited Direct Connect minutes are included in your home calling area only. Nationwide Direct Connect calls use the Direct Connect minutes in your plan and incur an additional access charge of $0.10/min. Text: Includes 200 Text Messages and overage is $0.15/message. Additional charges may apply and may vary by market, including state and federal taxes, a Universal Service Assessment of either 1.097% or 1.25%, in some states a Gross Receipt Recovery Fee of 1.4% to 5%, a TRS charge of approx. .07%, and a state-required E911 fee.*

***BlackBerry National Team Share Plans:** Requires one or two-year service agreement and credit approval. $200 early termination fee applies, after 15-day trial period (30 days in CA), conditions apply. Set up fee of $35 per phone, up to $70 max per account (some markets a max of $80/account per order) applies. Other: Plans not available to individual or general business accounts. Cellular: Free Long Distance includes domestic calls only. Phones on same account and separate National Team Share plans share cellular and Direct Connect minutes only. Overage is $0.40/min. Cellular calls round to the next full minute. Unused minutes do not accumulate to the next billing cycle. Nights are 9:00pm to 7:00am. Weekends begin Fri. at 9:00pm and end Mon. at 7:00am. Walkie-Talkie Charges are multiplied by the number of participants on the call and charged to the call initiator. Unlimited Direct Connect minutes are included in your home calling area only. Nationwide Direct Connect calls use the Direct Connect minutes in your plan and incur an additional access charge of $0.10/min. Text: Up to $0.15 per received text message depending on message type. Additional charges may apply and may vary by market, including state and federal taxes, a Universal Service Assessment of either 1.097% or 1.25%, in some states a Gross Receipt Recovery Fee of 1.4% to 5%, a TRS charge of approx. .07%, and a state-required E911 fee.*

Nextel's Nationwide Network services 297 out of the top 300 markets.

Discount independent pricing

NEXTEL ONLINE WIRELESS DATA & MESSAGING SERVICES
PUBLIC SECTOR
DECEMBER 2004

PACKAGES

SERVICE PLAN	POSITIONING	MONTHLY PRICE	BUNDLED SERVICES	SPECIAL PROMOTIONAL OFFERS
Messaging Package	Stay connected while on the go with these mobile messaging services and contact management tools.	$10.00	Unlimited Text Messaging, 40 Image/Audio Messages ($0.25 overage), Instant Messaging with AOL®, MSN® and Yahoo!®, Address Book, Address Book Admin & Wireless Web Service	**Unlimited Multimedia Messaging for 2 months when customers sign up for the Messaging Package or Full Service Package before 12/31/04. 60 Bonus Anytime Cellular Minutes per month for 12 months.**
Full Service Package	The most comprehensive bundle of wireless data, messaging and contact management tools. Everything you need to stay productive while on the go.	$15.00	Wireless Web, Premium Web, Unlimited Text Messaging, 80 Image/Audio Messages ($0.25 overage), Mobile Email, Address Book & Address Book Admin	**Unlimited Multimedia Messaging for 2 months when customers sign up for the Messaging Package or Full Service Package before 12/31/04. 60 Bonus Anytime Cellular Minutes per month for 12 months.**
Mobile Admin Package	Allows administrators to remotely manage contact lists and customize phones' Net menus for an entire account. Includes Express Messaging	$10.00	Address Book Admin & MyView Admin	**Combine with Premier Messaging for only $15.00.**

INDIVIDUAL SERVICE PLANS

SERVICE PLAN	DESCRIPTION	MONTHLY PRICE	SPECIAL PROMOTIONAL OFFERS	MESSAGING PACKAGE	FULL SERVICE PACKAGE
Wireless Web	Access to over 80 top wireless Internet sites to stay informed, entertained and in control of your business and personal lives. Includes access to Express Messaging.	$3.50		Included	Included
Premium Web	Access any wireless Internet URL, set bookmarks, customize browser menu with MyView, access personalized content, instant messaging and email from AOL®, MSN®, and Yahoo!®. Includes Wireless Web and access to Express Messaging.	$10.00	**60 Bonus Anytime Cellular Minutes per month for 12 months.**		Included
Express Messaging	Pay-as-you-go messaging service, send and receive text, picture and audio messages from your Nextel phone.	$0.10 per text message $0.25 per image/audio message	ONE MONTH FREE OF EXPRESS MESSAGING AND NATIONWIDE DIRECT CONNECT plus 60 bonus cellular minutes for 12 months with the $10 Talk & Text Offer. **Included with National Free Incoming Plans & National Team Share Plans (if not subscribed to another messaging service).**		
Premier Messaging	Send and receive unlimited text messages. Includes Wireless Web and Address Book.	$7.50	ONE MONTH FREE OF PREMIER MESSAGING AND NATIONWIDE DIRECT CONNECT plus 60 bonus cellular minutes for 12 months with the $15 Talk & Text Offer.	Included	Included
Multimedia Messaging	Pay-as-you-go messaging service, send and receive text, picture and audio messages from your Nextel phone. Manage messages on Nextel.com and share photos and make prints with Nextel Photo Share (additional fee). Available also as part of the Messaging Package and the Full Service Package.	$0.10 per text message $0.25 per image/audio message	**Nextel PhotoShare. Monthly access fee waived until 6/01/05.** Customers who have a Multimedia Messaging enabled phone can share photos on www.nextelphotoshare.com and make prints. After 6/01/05 $2.99 monthly access fee will apply. *Standard messaging rates apply to uploading photos from the phone. Additional charges apply for additional prints.*	40 Image/audio messages included	80 Image/Audio messages included
Instant Messaging	Unlimited use of AOL® Instant Messenger™. Communicate in real time with online colleagues and friends. Includes Wireless Web and access to Express Messaging.	$5.00		Included	Included
Alerts (SMS)	Incoming text and numeric SMS alerts.	$0.15 each 300 Alerts = $5.00 1000 Alerts = $9.00		$0.15 each	$0.15 each
Mobile Email	Access your POP3 ISP accounts, Microsoft Outlook and IBM Lotus Notes. Includes Wireless Web and access to Express Messaging.	$5.00			Included
International Data Services	Access to data services including Messaging services, Wireless Web, BlackBerry and Mobile Email when you travel to Canada, Mexico, Peru, Brazil and Argentina.	Pay as you go: $0.03/kilobyteExpress Messaging users pay $0.10/text message, $0.25/image/audio message plus monthly fee	FREE UNTIL February - $0.03/kilobyte charge waived until February 1, 2004		
Address Book	Manage up to 2,000 contacts at Nextel.com, access remotely from your phone, download your phone's contact list, access administrator-loaded corporate directory. Includes Wireless Web and access to Express Messaging.	$5.00		Included	Included
Address Book Admin	Allows end-users to access administrator-loaded directory of up to 10,000 contacts. Includes access to Express Messaging.	$3.50		Included	Included
Mobile Locator™	Allows managers and dispatchers to view the current location of field employees in real time on an Internet-based map. Includes access to Express Messaging.	$15.00	**Combine with Premier Messaging for only $20.00.**		
NOL Racing Connection[1]	Introductory-level service bundle of Wireless Web,access to Express Messaging and Total Connect As-You-Go -- perfect to trial the NASCAR.COM TO GO service.	$5.00	**$5 access and Total Connect usage charges waived for the first 2 months of service!**		
NOL Racing Connection PLUS Package[2]	The complete bundle for avid race fans -- get the NASCAR.COM TO GO subscription, 2 MB of Total Connect usage, Wireless Web service and access to Express Messaging in one convenient, Nextel billed package!	$15.99			

MAM

Mobile Applications Manager (MAM)[3]	Allows customers to manage, purchase and distribute JAVA apps over-the-air with no requirement for certification from Nextel; provides a private, secure applications library. Included with Packetstream Gold and all Total Connect 1 MB and above plans.	MONTHLY PRICE: $5.00

[1] **NOL Racing Connection Services** automatically activated for the i736, unless customer has another NOL service active, or requests to opt-out at time of i736 activation. Also available for the i710, i730, i733, and i830. Express Messaging charged at $0.10/text message, $0.25/image/audio. beginning with the 3rd month of service, customer will be charged $5/month plus $0.05/kb for Total Connect usage. Access to premium services such as NASCAR.COM TO GO may require registration and additional subscription fees.

[2] **NOL Racing Connection PLUS** package available for the i710, i730, i733, i736, and i830 only. Includes monthly subscription to NASCAR.COM TO GO, 2 MB of Total Connect usage (overage rate $0.01/kb), Wireless Web service and Express Messaging ($0.10/text message, $0.25/image/audio

[3] **Mobile Application Manager** is included with the Packetstream Gold plan and is included at no extra charge on all of the Total Connect plans except the As-You-Go plan.

[4] **Packetstream Gold** is intended to support laptop or PDA web browsing and Internet-based mail. While it is essentially an unlimited use product Nextel reserves the right to restrict a customer's usage if it adversely affects network performance.

NOL Dial-Up Service is available for $10/month (plus cellular minutes used), or is included in Messaging Package and Full Service Package (activation required). NOL Dial-Up does not include Web service.

Nextel Online (NOL) Services require an Internet-ready phone. Current prices are from 12/01/2004-12/31/2004 and are subject to change. Additional applications may require other fees.

Nextel reserves the right to restrict a customer's usage if it adversely affects network performance.

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NEXTEL

DIRECT PRICING FOR NEXTEL ACCESSORIES

EFFECTIVE: December 1-31, 2004

New items highlighted in gray and in bold

Any new price changes highlighted in yellow

Striked out items are discontinuing

| | | Product Compatibility | | |

	Description	Blackberry 7510	Blackberry 6510	i830	i830	i730 i733 i734 i736	i730	i530	i325	i315	i305	i265	i205	i90c	i90c Special Edition	i85s i88s	i80s	i80c	i55sr i85sr	i50sx i35s	i720	i720	v60 - NWW	i1000 Plus (1000plus)	i1000 Radiosign	i550plus (i700plus	i850 i950	i470	i370 i370c i260	Lingo	i1000s i70 i1000 i710 i730 i760 i770	RRP	NPP	Discount 20%
DOORS																																		
ALC6011	#2 Rusty Wallace Battery Door Emblem													X	X	X			X													$ 7.99	$ 3.99	
ALC6012	#6 Mark Martin Battery Door Emblem													X	X	X			X													$ 7.99	$ 3.99	
ALC6013	#8 Dale Earnhardt Jr Battery Door Emblem													X	X	X			X													$ 7.99	$ 3.99	
ALC6014	#15 Michael Waltrip Battery Door Emblem													X	X	X			X													$ 7.99	$ 3.99	
ALC6015	#17 Matt Kenseth Battery Door Emblem													X	X	X			X													$ 7.99	$ 3.99	
ALC6016	#20 Tony Stewart Battery Door Emblem													X	X	X			X													$ 7.99	$ 3.99	
ALC6017	#24 Jeff Gordon Battery Door Emblem													X	X	X			X													$ 7.99	$ 3.99	
ALC6018	#48 Jimmie Johnson Battery Door Emblem													X	X	X			X													$ 7.99	$ 3.99	
ALC6019	#88 Dale Jarrett Battery Door Emblem													X	X	X			X													$ 7.99	$ 3.99	
ALC6020	#97 Kurt Busch Battery Door Emblem													X	X	X			X													$ 7.99	$ 3.99	
ALC6021	2004 NASCAR NEXTEL Cup Series™ Battery Door Emblem													X	X	X			X													$ 7.99	$ 3.99	
ALC6022	#2 Rusty Wallace Battery Door Emblem - i730					X	X		X																							$ 7.99	$ 3.99	
ALC6023	#6 Mark Martin Battery Door Emblem - i730					X	X		X																							$ 7.99	$ 3.99	
ALC6024	#8 Dale Earnhardt Jr Battery Door Emblem - i730					X	X		X																							$ 7.99	$ 3.99	
ALC6025	#15 Michael Waltrip Battery Door Emblem - i730					X	X		X																							$ 7.99	$ 3.99	
ALC6026	#17 Matt Kenseth Battery Door Emblem - i730					X	X		X																							$ 7.99	$ 3.99	
ALC6027	#20 Tony Stewart Battery Door Emblem - i730					X	X		X																							$ 7.99	$ 3.99	
ALC6028	#24 Jeff Gordon Battery Door Emblem - i730					X	X		X																							$ 7.99	$ 3.99	
ALC6029	#48 Jimmie Johnson Battery Door Emblem - i730					X	X		X																							$ 7.99	$ 3.99	
ALC6030	#88 Dale Jarrett Battery Door Emblem - i730					X	X		X																							$ 7.99	$ 3.99	
ALC6031	#97 Kurt Busch Battery Door Emblem - i730					X	X		X																							$ 7.99	$ 3.99	
ALC6032	2004 NASCAR NEXTEL Cup Series™ Battery Door Emblem - i730					X	X		X																							$ 7.99	$ 3.99	

NEXTEL ACCESSORIES

BATTERIES																																		
NNTN4930	i830 Slim Battery					X																										$ 49.99		$ 39.99
NNTN5195	i830 Standard Battery					X																										$ 59.99		$ 47.99
SNN5704	Slim Lithium Ion Battery 500 mAh													X	X	X		X														$ 49.99		$ 39.99
NTN9809	Slim Lithium Ion Battery 500 mAh																X															$ 59.99		$ 47.99
NNTN4051	Slim Lithium Ion Battery 500 mAh																			X												$ 39.99		$ 31.99
RLN5457	Slim Lithium Ion Battery 500 mAh															X		X		X	X		X	X								$ 49.99		$ 39.99
NTN8615	Slim Lithium Ion Battery 500 mAh																								X	X						$ 59.99		$ 47.99
RAC5004	Standard Battery without Door	X	X																													$ 59.99		$ 47.99
RAC5015	High Capacity Battery with Blue and Black Door	X	X																													$ 69.99		$ 55.99
NNTN4655	High Capacity Lithium Ion Battery 1450 mAh						X	X	X	X	X	X	X	X	X	X		X	X	X	X											$ 69.99		$ 55.99
SNN5705	Standard Lithium Ion Battery 750 mAh			X			X	X	X	X	X	X	X	X	X	X		X	X	X	X											$ 59.99		$ 47.99
NTN9810	Standard Lithium Ion Battery 750 mAh																X															$ 59.99		$ 47.99
RLN5455	Standard Lithium Ion Battery 850 mAh																					X										$ 59.99		$ 47.99
SNN5588	Standard Battery - T720																						X									$ 59.99		$ 47.99
NTN8614	Standard Lithium Ion Battery 900 mAh																								X	X						$ 59.99		$ 47.99
EVE0900	Nextel Standard Lithium Ion Battery 900 mAh																								X	X						$ 49.99		$ 39.99
NTN1675	Slim Nickel Metal Hydride Battery 650 mAh																										X					$ 29.99		$ 23.99
NTN1676	Standard Nickel Metal Hydride Battery 1050 mAh																										X					$ 29.99		$ 23.99
NTN9037	Standard Nickel Metal Hydride Battery - r750 (WSL)																									X						$ 74.99	$ 39.99	
NTN9038	Intrinsically Safe Nickel Metal Hydride Battery - fm only																									X						$ 79.99	$ 39.99	
NTN8100	High Capacity Nickel Metal Hydride Battery 500mAh																												X		X	$ 49.99		$ 39.99

Description	Blackberry i510	Blackberry i512	i860	i830	i730/i733/i735	i710	i530	i325	i315	i305	i205	i265	i90c Special Edition	i95cl/i88s	i88s	i60c	i58sr	i50sx	i30sx/i35s	i770	i760	i760/i765/i776	i700/i710/i720/i730plus	i1000 Redesign	i550plus/i670plus	i600/i350	i470	i370/i370c/i290	i296	m1000/i205/i265/i275/i305/i315/i410	RRP	NPP	Discount 20%
CHARGERS																																
RAC50361 Standard Travel Charger	X	X																												$ 29.99		$ 23.99
NNTN4841 Standard Charger			X	X	X	X	X	X	X	X	X																			$ 24.99		$ 19.99
SPN4992 Standard Travel Charger											X	X	X	X	X	X	X	X	X	X	X									$ 9.99		$ 7.99
SPN4474 Standard Travel Charger																									X					$ 9.99		$ 7.99
SPN4940 Standard Multi-volt Travel Charger											X	X	X	X	X	X	X	X	X	X	X									$ 14.99		$ 11.99
NNTN4963 Rapid Travel Charger (Black)			X	X	X	X	X	X	X	X	X																			$ 29.99		$ 23.99
NNTN4250 Rapid Travel Charger											X	X	X	X	X	X	X	X	X											$ 29.99		$ 23.99
NPN6197 Rapid Travel Charger																						X	X							$ 29.99		$ 23.99
NTN1781 Rapid Travel Charger (WSL)																					X									$ 39.99	$ 19.99	
RAC55050 Battery Wall Charger	X	X																												$ 49.99		$ 39.99
CDX3650 12-Bay Battery Charger Relaunch in Web/Telesales			X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X										$ 499.99		$ 399.99
NNTN5209 Multi-Unit Charger - i325/i315								X	X																					$ 299.99		$ 239.99
RLN5371 Six Bay Battery Charger (WSL)																					X									$ 499.99	$ 299.99	
RAC41731 Vehicle Power Charger	X	X																												$ 29.99		$ 23.99
NNTN5165 Vehicle Power Charger (Black)			X	X	X	X	X	X	X	X	X																			$ 34.99		$ 27.99
EVE0205 Vehicle Power Charger - Falcon			X	X	X	X	X	X	X	X	X																			$ 29.99		$ 23.99
EVE8295BLUE Blue Vehicle Power Charger - Falcon			**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**																			**$ 29.95**		**$ 23.96**
NNTN5748MOT Rugged VPC - 3 digit			**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**	**X**																			**$ 39.99**		**$ 31.99**
NNTN5748MOT Rugged VPC - 2 digit											X	X	X	X	X	X	X	X	X											$ 39.99		$ 31.99
NNTN4450R Translucent Blue Vehicle Power Charger											X	X	X	X	X	X	X	X	X	X	X									$ 29.99		$ 23.99
NNTN4449R Translucent Purple Vehicle Power Charger											X	X	X	X	X	X	X	X	X	X	X									$ 29.99		$ 23.99
NNTN4447R Translucent Clear Vehicle Power Charger											X	X	X	X	X	X	X	X	X	X	X									$ 29.99		$ 23.99
EVE8550 Nextel Vehicle Power Charger											X	X	X	X	X	X	X	X	X	X	X									$ 29.99		$ 23.99
SYN7818 Vehicle Power Charger											X	X	X	X	X	X	X	X	X	X	X									$ 34.99		$ 27.99
NTN8655 Vehicle Power Charger																						X	X							$ 29.99		$ 23.99
EVE1000 Nextel Vehicle Power Charger																						X	X							$ 24.99		$ 19.99
NTN8978 Vehicle Power Charger																								X						$ 29.99		$ 23.99
EVE0700 Nextel Vehicle Power Charger																								X						$ 24.99		$ 19.99
NTN9034 Vehicle Power Charger																					X									$ 29.99	$ 14.99	
NTN2073 Dual Port Desktop Charger - i860/i830			X	X																										$ 54.99		$ 43.99
NTN2043 Dual Port Desktop Charger					X	X	X			X	X																			$ 54.99		$ 43.99
NTN2103 Dual Pocket Desktop Charger - i325/i315								X	X																					$ 54.99		$ 43.99
NNTN4120 Dual Pocket Desktop Charger											X	X	X	X		X	X	X	X											$ 54.99		$ 43.99
NTN9568 Dual Pocket Desktop Charger (WSL)															X			X	X											$ 54.99	$ 44.99	
NTN1918 Dual Pocket Desktop Charger with Power Supply																X														$ 59.99	$ 44.99	
NTN8653 Dual Pocket Desktop Charger																						X	X							$ 64.99	$ 59.99	
NTN1690 Dual Pocket Desktop Charger with Power Supply (WSL)																									X					$ 59.99		$ 47.99
EVE0702 Nextel Dual Pocket Desktop Charger with Power Supply																									X					$ 49.99		$ 39.99
NTN1809 Dual Pocket Desktop Charger with Power Supply (WSL)																						X								$ 99.99	$ 49.99	

EXHIBIT A

| CARRY SOLUTIONS | | |

EXHIBIT A

| HEADSETS AND EARPIECES | | |

| | | |

Nextel provided our services pricing structures in the Second Section. Here is an overview of all of Nextel's fees, which may or may not apply.

Fee Name	Amount
One-Time Fees	
Account Set-Up/Activation fee	Waived
Termination Fee (for Terminations prior to 12 months active service)	$200 / Unit
Optional Stand-Alone Monthly Subscription-Based Fees	**(Per Unit)**
Seasonal Suspension Plan Monthly Pricing	$5.95
Cellular / Direct Connect Rate Plan	Varies By Plan
Optional Monthly Buy-Up Options (not Stand-alone)	**(Per Unit)**
Voicemail	$1.00
Caller ID	$1.00
Unlimited Night and Weekend Minutes	$10.00
500 Night and Weekend Minutes	$5.00
250 Group Connect Minutes	$10.00
Unlimited Group Connect Minutes	$25.00
Two Way Messaging Premier	$7.50
Alternate Line Service	Varies By Plan
Unlimited Nationwide Direct Connect	$10.00
Unlimited Nationwide Direct Connect & Two-Way Messaging	$15.00
Currently No Charge	
International Dialing Set Up	N/C
Worldwide Service Set Up	N/C
Monthly Taxes	**(Per Unit)**
Universal Service Fund Surcharge	1.097%
TRS charge	Approximately 0.073%
State E911 fee (if required)	Statutory
Federal Excise Tax	3%
Federal Regulatory Fee	$0.03
Per-Use Fees	
Directory Information (411) fee	$1.40 / call, plus airtime
Call Forwarding	No Charge to voice mail $0.20 / Minute to other numbers
911 Calling	No Charge
Non-Emergency Calling (#77, 311, etc.)	No Charge
Standard Overage / Additional Per Call Charges*	**(Per Minute)**
Cellular	$0.40
Long Distance	$0.20
Direct Connect	$0.15 / Participant
Group Connect	$0.15 / Participant
Nationwide Direct Connect (Direct Connect Long Distance)	$0.10 / Participant
International Direct Connect	$0.20 / Participant
Additional Monthly Fees	**(Per Unit)**
Federal Programs Cost Recovery charge for one or more of the following: E911 Number Pooling Wireless Number Portability	$1.55 or $2.83 (or $2.83 in some markets)
Additional charges may apply and may vary by market, including state and federal taxes	
*-These are standard charges only, and may vary by rate plans	

7.6.1 Service pricing should be based on minimum discounted price for each service plan for each category specification.

7.6.1.1 Appropriate Pricing and Term information should include the following:

Service Description
Monthly Access Rate
Discounted Monthly Access Rate
Cellular Minutes
Service Agreement
Cellular Overage

All of the service pricing has been included in the Second Section including the required information.

7.6.2 Equipment Pricing should be based on minimum discounted price for all category specification.

7.6.2.1 Appropriate Pricing should include the following:

Equipment Model Number
Equipment description
Discounted Base Unit Price

7.6.2.2 Respondents are to include brochures or line sheets from each equipment item proposed.

All of the equipment pricing has been included in the Second Section including the required information.

7.6.3 List any additional factors that may affect pricing applied to a category.

Without specific requirements or user information there are many additional factors that may affect pricing. Please consult with your account team to discuss and be provided specifics for the types of products and services prior to purchasing them.

As if static-free clarity wasn't enough, several voice features come standard with all rate plans, and you can customize your service with optional and convenient pay-per-use features.

Included: Automatically provided with your Nextel service.
Optional: Available with some rate plans or as add-on services.
Pay-per-use: Available with your Nextel service, without the monthly commitment.

The following services are included for all Nextel digital cellular subscribers:

Included Services	
Call-Waiting	Receive a second call during an active conversation and then choose to either take the call or immediately send it to voice mail
3-Way Calling	Connect with two other parties simultaneously for more efficient communications
Call Hold	Place a call on hold temporarily while you place a second call or answer another call
Emergency Calls	Contact 911 from anywhere within Nextel's nationwide network
Non-emergency Calls	Report traffic accidents, motorist problems, careless drivers or other non-emergency incidents using special dialing
Call Restrictions	Control costs by restricting specified handsets from making and/or receiving cellular calls, while still allowing Direct Connect calls to be placed.

The following services, depending on the rate plan selected, are included or can be purchased separately:

Optional Services	
Voice Mail	Receive messages when you are on another call, away from your handset, or outside Nextel's nationwide network
Alternate Line Selection	Combine two different phone numbers into one handset. Subscribed services (such as voice mail, etc) for the primary line will be available on both lines, but charges for those services will apply to the primary line only.
Call Forwarding	Automatically send your incoming cellular calls to an alternate phone number while you are away from your phone
Caller ID	Caller ID information is based on local telephone subscriber registries, and enables you to screen your calls by identifying the caller and then accepting the call or

	sending it immediately to voice mail.
Nationwide Long Distance	Nextel offers a variety of local and national rate plans that include long distance calling for no additional charge. Minutes utilized for long distance calls are deducted from your monthly rate plan allotment of cellular minutes.
Roadside Assistance	Nextel offers two Roadside Assistance programs to ensure that unexpected roadside needs are covered for your employees or families.

The following services are available on a pay per use basis:

Pay Per Use Services	
Nextel 411	Nextel 411 operators provide White and Yellow Page listings, nationwide call connection, entertainment schedules and listings, and driving directions.
711 (TRS)	Nextel offers Telecommunications Relay Services (TRS) to enable you to communicate easily with those who have hearing and/or speech impairments. There is no additional charge for this service but minutes deduct from your rate plan's monthly allotment of cellular minutes.

7.6.4 The minimum End User requirements that the proposed pricing is based on including any pricing incentives (discounts) or fees (charges) assessed to orders for either large or small service usage and/or equipment quantity breaks to End Users.

Nextel is providing our best available public sector pricing. Please contact you account team to be provided with any regional promotions that are not provided as part of a national contract. The Local markets will have the ability to offer these promotions to H-GAC and your end users.

7.6.5 Describe determination of freight charges, whether FOB End User destination or not.

All of Nextel's freight charges are F.O.B. Destination, however we are waiving shipping fees for H-GAC and its end users.

7.6.6 Describe proposed price change process, including frequency of change per product category as well as length of any price guarantees offered. State proposed price change notification process.

Nextel provides a guarantee on the discounts provided to H-GAC through any subsequent contract. Nextel does not guarantee the pricing on our products and services as we are in a competitive market. To stay competitive and continuously provide new and less expensive service to our customer base we release new pricing guides every month of the year. Many prices and plans may stay the same for months or even years. But, as new technology is released and additional services become available, we can pass along the discounts to our customers as we release these through our monthly guides. These guides are provided in the Second Section.

7.6.7 Substitutions of comparable equipment

Nextel continuously introduces new handsets to the industry based on many factors, which include industry trends, technology and the economy. Nextel will provide equivalent products as those that are removed from the market.

7.6.8 All Equipment shall be new with original manufacturer's warranty.

Nextel will provide only new equipment with the manufactures limited one-year warranty included. Specific Warranty information is provided in the Attachment s Section.

7.6.9 Transitioning qualified End Users with pre-existing service agreements to contracts as a result of this solicitation.

Nextel has defined processes and implementation strategies for large entities, special products or services and migration of users from one service provider to the Nextel system. Nextel fully supports Wireless Number Portability nationwide everywhere we provide service.

Nextel does not charge for transitioning customers or for the implementation process. These services are provided as a value add to your account and an industry differentiator of our abilities.

8. H-GAC END USER ORDER AND H-GAC ADMINISTRATIVE FEE REMITTANCE PROCESSES

H-GAC End Users will process orders directly with Contractors resulting from this proposal.

8.1 Contractor shall submit a written quotation to H-GAC End Users upon request, including but not limited to H-GAC administrative fees of 1.5 %. The service fees and equipment prices will be based on pricing offered in the awarded proposal response resulting of this request for proposal.

Nextel has been providing services to government agencies and states for a number of years under similar contracts and have established a highly efficient process to aid contracting agencies in administration of these agreements. The cost of remitting an administrative fee on a per unit/order basis will be inefficient and cost-prohibitive for both Nextel and H-GAC. It has been our experience that the best way to manage reporting and administration under these contracts is through a quarterly reporting and remittance methodology which holds costs very low for all parties, allowing a greater discount to be passed along to the end user. Nextel is pleased to offer H-GAC two options for consideration, with quarterly reporting and remittance of the administrative fee:

Option Summary: Nextel's preferred option
Administrative Fee = 1%
Service Discount = 17%
Equipment = 39%
Accessory = 20%

Equipment and Accessory discounts will remain the same under either option at 39% off equipment and 20% off accessories.

Nextel would like to have the opportunity to discuss these options further with H-GAC. Since wireless services and administrative fees are typically based on the monthly recurring charges billed to the customer, the opportunity for revenue is strong for H-GAC. We believe H-GAC will be pleased with the outcome of an agreement structured as outlined in Option 2, as will H-GAC's customers.

8.1.1 Any change in service fee(s) and/or equipment prices will be requested by the Contractor for approval, as indicated in the contract resulting from this request for proposal.

Nextel understands and will provide updated guides, product information and pricing upon request. Nextel will also be able to provide Quarterly Rate Plan Analysis to support the maximizing of the cost benefit of our line of services.

8.2 **Purchase orders from End Users will be processed and sent directly to the successful contractor inclusive of service cost, equipment cost and H-GAC administrative fee.**

Nextel has read, understands and agrees but proposes our alternative administrative fee process provided in 8.1.

8.3 **Contractor shall begin services and/or deliver equipment as indicated on End User purchase order.**

Nextel has read, understands and complies.

8.4 **Contractor shall invoice the End User as agreed upon and indicated on the End User purchase order.**

Nextel has read, understands and complies.

8.5 **Contractor will report on a monthly basis all purchase order activity for the period prior to the report, including but not limited to H-GAC End User name with contact, description of service and equipment provided and the amount of H-GAC administrative fee.**

Nextel has read understands and agrees but proposes our alternative administrative fee process provided in 8.1 which provides for quarterly reports in place of monthly.

8.6 **Contractor shall remit all H-GAC administrative fees on a monthly basis.**

8.6.1 **Remittance shall be accompanied with an activity report detailing the total administrative fee being remitted.**

Nextel has read, understands and complies but alternately proposes a quarterly administrative fee remittance with the quarterly reporting.

9. **PROPOSAL EVALUATION FACTORS:**

Proposals will be evaluated using the factors below. These factors are not meant to be exhaustive, and H-GAC reserves the right to use any obtainable resources in making its evaluation. The overall score will determine the ranking of Proposers entering any resultant negotiation process.

Factor One: Proposer Qualifications: 30%

1. **Ability to meet Scope of Work**
2. **References**
3. **Financial requirements**
4. **Executive Summary**
5. **Company History, Capabilities and Requirements**

Factor Two: Services: 40%

1. **Service Home Area Coverage**
2. **Service Discounted Rates**
3. **Ability to comply with minimum Specifications**
4. **Respondent's Standard End User Agreement Terms and Conditions**

Factor Four: Equipment List and Pricing Structure: 30%

1. **Equipment List Completeness and Availability**
2. **Equipment Discounted Prices**

Nextel has read understands and complies. We have provided the minimum requirements specified, additional information and alternative solutions for your review.

10. **CONTRACT PERIOD:**
The initial term will be for 24 months. By mutual agreement of H-GAC and the Contractor, this contract may be extended.

Nextel has read understands and complies. Nextel requests 30 days written notice to extend or terminate this contract.

11. **PURCHASE OBLIGATION:**
H-GAC Cooperative Purchasing Program is a voluntary program; therefore, End Users are not obligated to purchase any of the services on a contract resulting from this RFP.

11.1 **Unless it issues a specific Purchase Order under the contract that results from this solicitation, H-GAC is not an End User. Each End User is responsible for its performance under the Purchase Order and End User Service Agreement it issues to the Contractor**

Nextel has read understands and complies.

12. **END USER SERVICE AGREEMENTS:**
Service Agreements between H-GAC end users and Contractor must be in accordance with H-GAC procedures. H-GAC shall receive and retain a valid copy of the relevant purchase order and agreement between the end user and the Contractor. H-GAC reserves the right to review actual agreements. Agreements between End Users and the Contractor may not be modified, waived, discharged, terminated, amended, altered, or changed in any way except by a written mutual agreement of all parties. Mutually agreed upon changes may be made to the agreement to address the specific circumstances relating to the requirements of the End User. Proposer shall include a copy of proposed service agreement with response to this RFP.

In similar cooperative purchasing arrangements that Nextel currently has, the end user is expected to agree to be bound by the terms of the master agreement with H-GAC with on modification permitted and negotiated based on end user specifications, etc. to the extent such modifications are jurisdictional specific requirements applicable to the relevant end user (i.e., legal requirements). Each end user will be expected to execute at a minimum an acknowledgement confirming that they agree to be bound by the master agreement terms except as modified in the acknowledgement. Nextel will further develop this concept with H-GAC upon award.

12.1 **All equipment warranties and/or End User Service Agreements that were entered into between the contractor and H-GAC End Users under the terms and conditions of the contract resulting from these solicitations shall survive contract expiration or termination of the underlying contract but only until the expiration date of the End User Purchase Order**

Additional Terms and Conditions.
Due to the fact that the Solicitation did not include many term and conditions deemed material to Nextel in providing the equipment and services, Nextel is providing the Customer with its standard government contract. In the event that the contract is awarded to Nextel, Nextel expects the parties to enter into a definitive contract for the services contemplated by the Solicitation that will combine elements of the

Solicitation, Nextel's Solicitation responses, Nextel's standard terms of service, and any necessary additional terms.

Section B Service Plans Minimum Specifications

Category A Wireless Digital Cellular Voice and Data Telecommunications
Network Services with Interoperability Capabilities and Equipment

MINIMUM SPECIFICAIONS

1. Wireless Digital Cellular Voice Telecommunications

1.1. Provide digital wireless telecommunications national network services and digital 2 way radio services.

Nextel provides 100% all digital wireless communications in the form of digital cellular, Direct Connect two way walkie-talkie services, Nextel Online for data and Mobile Messaging all from a single handset.

1.2. Provide interoperability with the Public Switched Telephone Network.

Nextel's handsets and network are interoperable with the PSTN as well as private radio systems in use by utilities, police, fire and emergency agencies nationwide.

1.3. Services shall provide the following interoperability functionalities:

1.3.1 Provide an emergency response service consisting of personnel and equipment capable of deploying to event locals to support handsets with cellular coverage and programming for voice packet, data, and two-way digital radio features currently active handsets and up to 10,000 emergency use short term lease units with a deployment within 4 hours of verbal notification by an authorized agency.

Nextel will provide these services through our Emergency Response Team. Nextel usually requires 24 hour notification to provide a response of such large magnitudes to require 10,000 handsets. Nextel will work with H-GAC and participating agencies to ensure that we will be able to provide support of this magnitude in short notification time frames.

Here is an overview of our ERT capabilities.

Nextel has long been committed to assisting emergency responders with communications technology and support personnel. Beginning with the Oklahoma City bombing in 1995, Nextel has responded to the needs of emergency responders with effective, secure and interoperable wireless communications, as well as technological support.

Nextel has improved our response capability by centralizing the company's resources under a single directive – the Emergency Response Team (ERT). This has enabled Nextel to expedite processing of assistance requests, and also prepare and deploy its capabilities more efficiently. Using breakthrough technology such as Satellite-based Cells on Light Trucks (SatCOLT's), combined with proven capabilities like Nextel Direct Connect™, the digital two-way walkie-talkie feature, Nextel's Java-based data tools, and a nationwide digital network, ERT is

able to immediately mobilize proven wireless communications to multiple emergency sites, regardless of whether there is a Nextel network in the area.



Nextel's ERT is an experienced, cross-functional group within Nextel's Government Accounts department that provides wireless telecommunications infrastructure and support to public safety and disaster support organizations during emergencies and field training exercises. The ERT also provides agency-specific event support, and can create wireless service coverage on a temporary basis via our deployable "Cellsites On Wheels" (COW's).

The ERT fully supports high-volume, short-notice equipment needs of emergency and disaster personnel with its substantial inventory of portable cellular sites, microwave facilities and ruggedized handsets. Our implementation managers and engineers are accustomed to deploying Nextel infrastructure both within and outside traditional cellular network coverage areas. Customer operations personnel are trained in rapid account creation, maintenance and pre-and post-deployment service billing, which are necessary in emergency situations.

In addition, the Nextel ERT has developed a training program for Public Sector customers, which will allow designated agencies to service and repair their Nextel phones on site. This program is open to Public Sector Clients, including Government, Education, Medical and Utilities, and all CNS clients. By utilizing this program, agencies will be able to reduce the cost of keeping emergency communications up and operational, especially during critical times. They will also experience the benefit of reduced turnaround time and expense on service and repair activities and the flexibility of having a trained iDEN technician on hand 24x7.

ERT products and services are priced according to equipment unit type, unit quantity, type of required service, deployment length, and support personnel requirements.

ERT offers three primary services: Emergency Equipment Lease, Field Training Support and Disaster Support.

Emergency Equipment Lease

The Emergency Equipment Lease service provides a short-term lease option (usually on a weekly basis) for handsets during an emergency situation. This lease is designed to compliment a customer's existing subscriber base on short notice and allows your subscribers to choose the type of handset and services required.

Nextel recommends that H-GAC utilize Nextel's contract offer discounts to procure our ERT equipment and services. You would be subject to those terms and conditions, including applicable equipment, service, and accessory discounts. These discounts include a 39% discount on the National Promotional Price (NPP) of our handsets and specialized equipment, an 16% (with an Administrative Fee of 1.5%) or 17% (with an Administrative Fee of 1%) discount on our monthly voice and data access plans, and 20% off the lowest of either the Regular Retail Price or NPP of our accessories. These discounts are included in the handset calculations below. Additional days can be provided at the daily pricing levels listed below.

Handset Item	Daily Rental Cost	Discounted Cost of 16% or 17%
i60c and i90c Handset Rentals	$2.50	**$2.10 or $2.07**
Unlimited Private and Group Direct Connect Service	$5.00	**$4.20 or $4.15**
Unlimited Local and Long Distance Cellular	$10.00	**$8.40 or $8.30**

Example Daily Pricing For Multiple Handsets With Above Services

Number of Handset Bundles	Daily Rental Cost
100 Handset	$1,435.00
200 Handsets	$2,870.00
300 Handsets	$4,305.00
400 Handsets	$5,740.00

Example 7-Day Weekly Pricing For Multiple Handsets With Above Services

Number of Handset Bundles	Weekly Rental Cost
100 Handset	$10,045.00
200 Handsets	$20,090.00
300 Handsets	$30,135.00
400 Handsets	$40,180.00

Disaster Support

The Disaster Support service provides emergency response and disaster recovery personnel wireless telecommunications coverage in remote locations via the deployment of portable cell sites to the scene. These cell sites may be either COW's or satellite-based SatCOLT's. COW's link to adjacent Nextel cell sites via microwave or T-1 facilities. SatCOLT's use a Geostationary Earth Orbit (GEO) satellite operating in the Ku Band to transfer voice and data to Nextel's national network. This is the same type of satellite and frequency used by commercial services such DirecTV and the Dish Network. Recent emergency situations supported include:

- Oregon Fires (August 2002). Deployed 160 units, personnel, and 2 remote COWs in support of 15 federal, state and local agencies managing the largest fire in Oregon history.
- Tropical storm Isadore and hurricane Lili (September & October 2002). 400 units deployed to government agencies and the American Red Cross in support of the back-to-back natural disaster declarations.
- Sniper Task Force (October 2002). 600 units, personnel, 5 base stations, and one COW deployed to support 10 federal, state and local public safety agencies (including FBI, ATF, Montgomery County and Fairfax County Police Departments, Maryland State Police) as the primary means of interoperable communications to resolve the incident.

Mississippi/Tennessee Tornado Recovery (November 2002). Deployed handsets, personnel and one COW to two cities in support of American Red Cross deployment in Presidential Declared Disaster areas.

Miami-Dade County Elections (November 2002). 800 units, personnel, 14 base stations, and multiple bi-directional amplifiers ("BDA's") deployed to support Miami-Dade County's management of the 553 polling stations for mid-term elections.

- Governors Conference (December 2002). Handsets had been supplied for logistical support of the conference, but a winter storm created greater need for the Virginia Department of Transportation, which utilized the units to support storm response resources.
- Newcastle Virulent Chicken Disease Outbreak (December 2002-February 2003). Handsets supplied to the California Office of Emergency Services and the California Food & Agriculture Department in the Los Angeles area to coordinate agricultural disaster response.
- Space Shuttle Columbia Recovery (February 2003). 800 units, personnel, 2 BDA's and 3 COW's deployed in eastern Texas to support the FEMA declared emergency for shuttle recovery efforts of federal, state and local agencies (NASA OIG, National Disaster Medical System, FEMA, Texas Department of Public Safety, US Forestry Service, City of Lufkin Fire, and various police and sheriff departments).

1.3.1.1 Services shall provide during emergencies training exercises and end user specified event wireless telecommunications infrastructure and support to public safety and disaster support organizations via deployable satellite connections. These services must also be available outside traditional cellular network coverage areas.

ERT Field Training Support

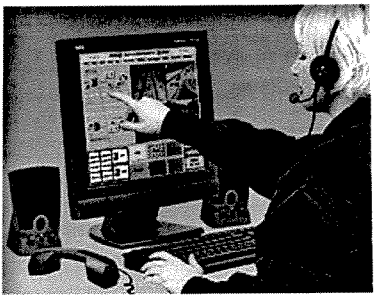
The Field Training Support service is similar to the Emergency Lease option above, but is designed for short training or field exercises, and thus leases handsets for daily, rather than weekly usage. The customer can choose the type of handset and services required for the training exercise. Examples of recent field training exercises include:

- Tucson Biohazardous Response (November 2002). Deployed 160 units, personnel, and 2 COWS in support of 15 federal, state and local agencies managing the largest fire in Oregon history.
- FBI Austin (January 2003). Supported a multi-agency exercise. Helena Chavez from the US Department of Transportation-Office of Inspector General commented, "We had a multi-agency operation involving the arrest of over 50 subjects in multiple locations. The Nextel handsets allowed coordination of communications between the various agencies and arrest teams. It was an excellent resource."
- State of Texas Homeland Security Exercise (February-March 2003). Supported a multi-agency exercise (Departments of Transportation, Safety, Texas Commission on Environmental Quality, Health & Human Services, Governor's Security Detail, and Austin 911 Center).
- UVA Medical Center/Charlottesville FD (March 2003). High level command and control test with mandated federal regional involvement (City of Charlottesville Emergency Management, Albermarle County Emergency Management, University of Virginia Emergency Management and multiple regional hospitals.
- ATF Tampa (March 2003).
- US Coast Guard (March 2003). Deployed handsets in Southern Florida to support a dual-purpose exercise, testing physical security capabilities of Coast Guard base and trial alternative communications resources.

1.3.2 Through an end user existing Dispatch Console System, multiple telecommunications connections allowing the end user to manage a complex

combination of services such as radio communication system (ASTRO, SmartNet, SmartZone, Select V, Dimetra), as well as, public telephone, paging, security monitors and other proprietary control networks.

Yes, Nextel's Custom Network Solutions (CNS) group can supply PC-based wireless dispatch consoles capable of interconnecting our customer's existing Land Mobile Radios (LMRs) and other private radio networks with Nextel's iDEN network. Public Safety and other government organizations used dispatch consoles to manage communications among large numbers of users.



Connectivity to the Nextel iDEN network is provided through a customer's existing Dispatch Console System, creating a central point of communications control. Under the control of a console operator, Nextel subscribers can be dispatched using clickable icons, as shown in the figure to the left.

While offering the capability to integrate LMR and iDEN, the consoles can also integrate public telephone, paging, security monitors and production databases. This consolidation of multiple telecommunications connections allows you to manage a complex combination of services as a single, integrated solution. The console is compatible with several radio communication systems including ASTRO, SmartNet, SmartZone, Select V, Dimetra, and other proprietary control networks.

Key capabilities of existing and future consoles include a graphical user interface (GUI) to assist dispatching, local area network (LAN) connectivity, voice recording, console electronics incorporating advanced speaker and reception capabilities, and a database manager capable of storing thousands of alias names for radio IDs and telephone numbers.

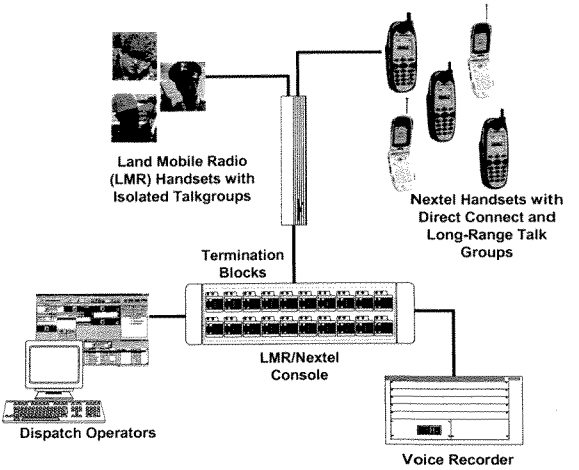
Some of the other typical features of a Nextel Wireless Console solution include:

- Instant Dispatch - Group and Private / Individual Call
- Simultaneously Transmit to Multiple Talkgroups
- Individual, Interconnect and Talkgroup Patching
- Activity Logging
- Telephone Interconnect
- Facility Control via Auxiliary Inputs/Outputs
- Inter-Console Intercom
- Selective, Multiple Call Audio Monitoring
- Alert tone generation to signal critical transmissions

Provided below is a sample diagram of a typical console integration solution. Specific elements within the diagram are dependent on your LMR system and may vary.

Key capabilities of existing and future consoles include a graphical user interface (GUI) to assist dispatching, local area network (LAN) connectivity, voice

recording, console electronics incorporating advanced speaker and reception capabilities, and a database manager capable of storing thousands of alias names for radio IDs and telephone numbers.



Sample Nextel-LMR Interoperability Solution

1.3.3 Services shall provide emergency equipment lease in situations the end users do not have adequate equipment for a crisis event.

Nextel has read, understands and complies as provided in 1.3.1.

1.3.4 Wireless Priority Service (National Communications System a division of the Department of Homeland Security oversees the WPS.) allows authorized National Security and Emergency Preparedness personnel to make cellular calls during an emergency when channels may be congested. Services shall be offered that include WPS priority call capabilities.

Yes, Nextel provides WPS services nationwide. Wireless Priority Service (WPS) is a White House-directed National Security/Emergency Preparedness (NS/EP) National Communications System (NCS) program for priority cellular network access. The WPS was approved by the FCC for NS/EP requirements on a call-by- Wireless Priority Service (WPS) is a White House-directed National Security/Emergency Preparedness (NS/EP) National Communications System (NCS) program for priority cellular network access. The WPS was approved by the FCC for NS/EP requirements on a call-by-call priority basis. The NCS executes the program on behalf of the Executive Office of the President. Only individuals in NS/EP key leadership positions are authorized use of WPS and the NCS provides the day-to-day administration of the WPS.

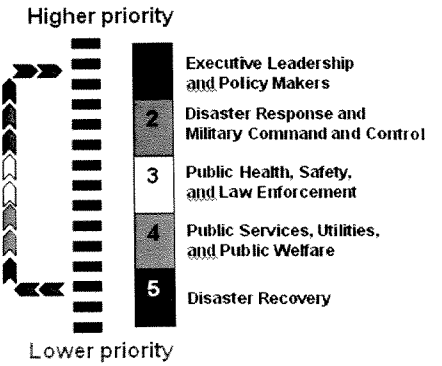
During emergencies, wireless service providers can experience congestion in their networks. Such congestion can severely curtail the ability of personnel with National Security/Emergency Preparedness (NS/EP) responsibilities to use wireless services. To facilitate the completion of critical calls during these high usage events, WPS enables NS/EP personnel to access the next available wireless channel before subscribers who are not engaged in NS/EP functions. Additionally, priority calls will not preempt calls in progress nor will WPS users monopolize all available wireless resources.

Out of past experiences Nextel realized the importance of this type of service and has been offering this with our Direct Connect service for the two years. Now the federal government realizes the same issues and has experienced Nextel's Priority Direct Connect in action. Thus all cellular carriers are now mandated to provide this service for cellular priority access. This service will enhance and compliment Nextel's Priority Direct Connect and Emergency Group Connect Services by providing redundant services with redundant routes through Nextel's dual path network.

Additionally, Nextel offers advanced Public Safety services to provide agencies with supplemental system features that will enhance their ability to effectively respond to emergencies, as well as improve continuing operations. Nextel's services are referred to as Priority Connect and Emergency Group Connect, and are supported by Premium Public Safety Customer Care.

Priority Connect

Nextel's dispatch Priority Connect is a feature that provides subscribers with priority access to the Nextel network and its resources during times of congestion. At these times, such as in an emergency, the calls from those who subscribe to the Priority Connect service are queued in order of precedence, increasing the likelihood that their Nextel Direct Connect calls will be completed. The Priority Connect feature is available only for Direct Connect calls, not for cellular calls.



Nextel's Priority Connect Feature Gives the "Right of Way" to Emergency Communications and is Compatible with National Communications System (NCS) Escalation Categories

The priority queuing capability allows Nextel's network to have multiple priority levels. These levels determine which calls receive access when all Direct Connect channels are busy, and which calls are assignable on an individual basis. Higher-level priority users will automatically be placed higher in the call back queue than lower

level users. Users within the same priority level will be assigned channels on a First-In-First-Out (FIFO) basis.

When a channel becomes available and there are active call requests in the queue, Nextel's system automatically assigns the first available channel to the top of the call back queue and notifies the call initiator with an audible tone.

Emergency Group Connect

Emergency Group Connect, also known as "ruthless preemption," provides network resources to specific subscribers during times of congestion. When Emergency Group Connect is initiated, all other Direct Connect calls occupying the channel are preempted to allow for the call to be completed. The emergency calls are initiated from handsets equipped with an emergency button. The emergency transmission is prioritized to a priority level of 0 and sent over the active channel, preempting all other calls that would have otherwise prevented its transmission. All active members of the user's talkgroup (including the dispatcher) immediately switch into a special emergency talkgroup and the Emergency Group Connect session begins.

Emergency Group Connect is available on the i325 AFU handsets only.

Talkgroup Scan

The Talkgroup Scan feature of the Nextel public safety package allows subscribers to listen on their handset for communication on more than one talkgroup at a time. Talkgroup Scan is a per subscriber feature that requires use of the i325 AFU handset. Any handset may be a member of the talkgroup the user is scanning. Talkgroup Scan is fundamentally an extension of Group Connect.

Group scanning is accomplished by setting up "Scan groups" – groupings of up to 4 talkgroups. Customers initiate scanning by pressing the mode key on their i325 AFU handset. The Talkgroup Scan feature will enable the H-GAC's public safety personnel, such as supervisors and dispatchers who need to monitor the communications of several groups, to meet their job responsibilities.

Premium Public Safety Care

Nextel has employed a Tier-2 customer care team, trained to meet the specific needs of our public safety customers. The team is staffed 24 hours a day, 365 days per year, with a goal of providing "One Call Resolution" – i.e. *one* source for service, billing and technical support questions. To qualify for Premium Care, the customer must be classified as a First Responder (i.e., Police, Fire, EMT, or Federal Protective Services) or purchase either Priority Connect or Emergency Group Connect. There is no additional charge for the service; however, the customer is required to maintain a Tier-1 in-house Care group.

Pricing

The Public Safety Feature Package includes Talkgroup Scan, Priority Connect, and Emergency Group Connect. These features are sold in one convenient public safety package with two purchasing options.

1. A volume price plan - Priority Connect, Multiple Simultaneous Talkgroup (MSTG), Emergency Group Call, and 25 Group Connect minutes: $100 per account per month plus $1 per subscriber, per month

2. An ala carte option - Priority Connect, Multiple Simultaneous Talkgroup (MSTG), Emergency Group Call, and 25 Group Connect minutes: $3 per subscriber per month, added to any calling plan

1.4. Nationwide Walkie-Talkie services to include:

1.4.1. Provide digital long range walkie-talkie service with dedicated push to talk and release to talk button capabilities handsets.

DIRECT CONNECT is a digital, long-range walkie-talkie service with a dedicated PUSH TO TALK, release-to-listen button (PTT built into every Nextel handset. This service is an alternative communication platform operating on Nextel's national digital network, offering our customers additional flexibility, efficiency and cost savings. With Direct Connect you can make instant contact with any other Nextel subscriber, anywhere on Nextel's nationwide network. When we say "instant" we mean it – Nextel Direct Connect calls are connected in less than one second. Nextel has 11 years experience offering this differentiating service to our customers, on all Nextel handsets.

With Direct Connect you will never be diverted to voice mail or hear a canned greeting, and thus no minutes will be deducted from your monthly allotment unless you actually make contact with your desired party. To engage in conversations, simply press the PTT button to speak and release to listen.

The average Direct Connect call takes 30 seconds, as opposed to an average 2 minutes for a cellular call. On Direct Connect billing, all calls are rounded to the second, and there is no charge at all when the calling party does not answer (as opposed to burning minutes with recorded messages and voice mail). An independent study shows that 73% of all business cellular calls are made to employees of the same company. By utilizing Direct Connect for these internal communications, companies realize an average monthly savings of more than 23% off of their cellular bills. Direct Connect also affords interoperability with personnel outside your organization. For example, if you have several different subcontractors who use Nextel, you can Direct Connect any of them individually.



NATIONWIDE DIRECT CONNECT is the first nationwide walkie-talkie service to reach coast-to-coast in the continental United States and Hawaii. Millions of our customers are now experiencing reliable, instant contact with incredible range. Rolled out in summer of 2003, Nationwide Direct Connect gained instant popularity, and is utilized by more than half a million subscribers daily. Because Nextel has only ONE straight-forward coverage map for all our services, you never have to wonder which service is available to you in which part of the country.

INTERNATIONAL DIRECT CONNECT is the service that enables Nextel subscribers to use the Direct Connect service to send or receive walkie-talkie calls wherever Nextel or NII has coverage in the United States, Mexico, Brazil, Argentina or Peru. The same is true in Canada

wherever Nextel or TELUS Mobility has coverage. The deals between the companies also include some data services, including BlackBerry and mobile e-mail, two-way messaging and wireless web access.

Even that is not enough. Introducing NextMail, a new application that allows subscribers to use their PUSH TO TALK service to easily send voice messages to individuals or groups via email. Using the power of the Web, NextMail messages can be sent worldwide, from anywhere on the Nextel network, to both Nextel and non-Nextel customers. For example, a Nextel user in the States can NextMail a colleague in Tokyo through his email account. There is no extra charge to send NextMail messages internationally.

NextMail fits Nextel's mission to not just help our customers communicate, but help them get more things done. While other competitors are still trying to establish credible walk-talkie services, Nextel is taking PTT to new levels with new applications.

The service works like this: A Nextel subscriber hits the PTT button and speaks. The voice message is recorded and converted into a digital audio file that is sent to the recipient's email account. The recipient clicks on the file to play back the recorded message, and can even send a text message response directly to the subscriber's Nextel phone.

NextMail is an easy-to-use, mobile communications tool that allows you to send one-click voice email messages worldwide. With NextMail, you can:

- Record self-reminders directly to your own email inbox
- Stay in touch with friends, family and co-workers worldwide
- Send messages to multiple colleagues and co-workers at once
- Reply to text messages with your voice

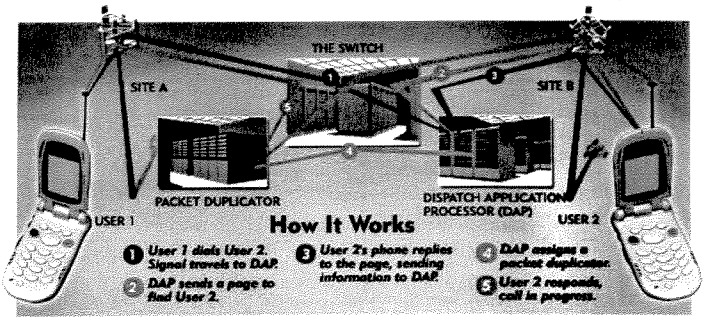
Direct Connect is built on a separate technology layer from the cellular network and is not dependent on the public telephone system in order to transmit communications. Our service provides a high degree of reliability and every cellular tower we operate is backed up with battery power. Often, in times of emergencies, Direct Connect has proved to be the only reliable means of wireless communications. For example, during the August 2003 power outage that affected several northeast states and New York City, Nextel's Direct Connect service was reported to have "saved the day" for executives in Manhattan, who tried to utilize various communication vehicles and found that only Direct Connect kept them connected, and in business.

For 11 years, Nextel and Direct Connect have helped speed communications, saving our customers both time and money. Now 6.7 billion Direct Connect calls are made every month, with 90% of Nextel subscribers reporting regular use of the service in their business and personal lives.

1.4.2 Provide the latency requirement of less than 2 seconds from the initiation of a 2-way radio call to the call receipt alert signal on the far-end handset.

Nextel's Direct Connect latency is less then 1 second. This is due to Nextel's always on handsets. What this means is that Nextel's handsets are always on and communicating with our network. Using this process Nextel is able to provide immediate communications because our network knows where its users are at all times within the coverage area.

Nextel Direct Connect call setup time is designed to be less than 500 milliseconds, or 5/10 of a second. This time can be affected by time of day and traffic patterns.



1.4.3 Provide optional group connection service that allows simultaneous contact with 25 subscribers to a talk group and up to 30 talk groups.



GROUP CONNECT is a subset feature of Direct Connect. Group Connect allows immediate and simultaneous contact with as many as 25 subscribers within the same account. Handsets can accommodate up to 30 of these talkgroups, which can be changed as required. This feature is ideal when large groups need to be contacted at once for rapid information distribution. You can create talkgroups for any subset of Nextel subscribers within your organization, based on your individual needs. There are endless possibilities, but frequently talkgroups are set up for members of specific departments, a company's executive staff, individuals with similar roles/functions, etc.

1.5. Nationwide Two-Way Text Mobile Message services to include:

1.5.1 Receive text messages up to 140 characters.

1.5.2 Messages are received while pager is off or out of range.

Mobile Messaging services bring the convenience of text communications to your Nextel phone. You can stay connected to clients and co-workers anywhere on the national network – even when you can't make or take a cellular or Push To Talk call. Our Mobile Messaging services include Text and Numeric Messaging, Two-Way Messaging, and even AOL® Instant Messenger™, for interactive communications with an individual or with several people simultaneously.

Text and Numeric Messaging

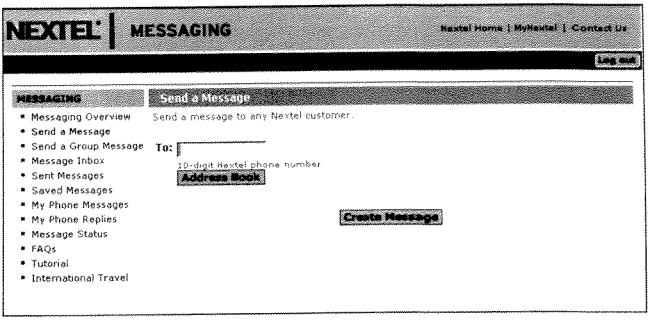
Nextel's nationwide Text and Numeric Messaging is a one-way messaging service that allows Nextel customers to receive messages on their Nextel handset. Customers may receive information alerts sent by news services or other sites on the Internet as well as text messages sent to them by friends or co-workers using Nextel Two-Way Messaging, any email application, or "Send a Message" on Nextel.com. You can receive important messages even if you are on another call, out of range, or if your phone is powered off.

With Nextel's Text Messaging:

- Receive messages up to 140 characters in length and save them on the handset for future reference.
- Automatically dial phone numbers from within the message. For example, if you received a message that said, "Call 703-555-5555," you would only need to press Send on your phone to place the call.
- Receive messages from clients or co-workers with non-Nextel phones.
- Let Nextel's Spam filtering reduce unwanted messages by helping prevent unsolicited advertisements from reaching you.

Unlike other one-way paging systems, which fail to deliver pages when the pager is off or out of range, Nextel's messaging service stores non-delivered messages and attempts to deliver the message for up to 7 days before deleting it from the server. With the Nextel system, a message originating in New York can easily be delivered to a subscriber unit in California or Washington, DC. Text and Numeric Messaging also allows you to receive information alerts from Internet news services or other websites, and is available on all Nextel phones.

The Nextel Send a Message website (http://messaging.nextel.com) allows subscribers to manage their messages with several options not available from a handset or email client. The Send a Message function is linked to your My Nextel account website, which enables you to utilize your phone number address book to send a message to individuals, or use Group Messaging for up to 20 recipients at once. As an alternative for larger distribution lists, an email client distribution list can be configured for an unlimited amount of recipients.



Customers can send a numeric message using an email application by addressing it to the recipient's 10-digit phone number followed by "@page.nextel.com". Customers can also send numeric messages by dialing their wireless number area code and prefix, followed by "page" (e.g. 703-555-page) to access the Nextel Message Center by telephone. Using the Message Center prompts, numeric messages up to 20 digits in length can be sent to any Nextel handset. A third option for sending numeric messages is by pressing "1" when the caller reaches the recipient's Nextel voice mail. You will be prompted to enter a call back number in lieu of leaving a voice mail message for the recipient.

Nextel's paging service is also more efficient than most standard paging services. When a standard paging service is attempting to notify a user of a pending message, it does not know the end user's location. The service must therefore send the page to every transmitter in its network, worldwide, in order to reach the user, who theoretically may spend 90% of his/her time in the office. In contrast, Nextel's network is aware of the handset's location, within a small cluster of cell sites. The notification from Nextel only has to be sent over this small cluster of channels as opposed to sending it out over every transmitter in the Nextel network.

Two-Way Messaging

Nextel Two-Way Messaging enables subscribers to send, receive and reply to messages on any data-capable Nextel phone. Two-way messaging solutions from Nextel give you the freedom to communicate when talking is not an option, or you just want to send a quick note.

Two-Way Messaging from Nextel is:

Discreet: Use anytime, anywhere without disrupting others or divulging private information.

Flexible: Send and receive messages to/from any text-capable phones, e-mail, or Nextel.com. Messages sent from the Send a Message website (http://messaging.nextel.com) can be as long as 500 characters.

Efficient: Save typing time with the Predictive Text feature – it anticipates what you want to type. Send quick messages when you are on the run to one or more than one person at the same time.

Personal: Store frequently used messages and replies. Reduce unwanted messages with Nextel's Spam filtering.

In addition, customers can now exchange messages with clients or co-workers who have non-Nextel phones simply by typing the recipient's 10-digit mobile phone number plus @messaging.nextel.com.

Nextel offers two plans for Two-Way Messaging:

- **Two-Way Messaging Express** – There's no monthly subscription fee, just pay as you go. So, whether you are a current plan holder or just starting out, you can do more without using any voice minutes. Two-Way Messaging Express is now included in all new Nextel Free Incoming Call Plans, Nextel National Team Share Plans and with the purchase of Mobile Email and Nextel Online Wireless Web or Premium Web service.

- **Two-Way Messaging Premier** – Two-Way Premier offers you even more with unlimited two-way messaging, access to over 80 wireless Web sites for news, weather, stocks, sports and more, and the ability to edit and sync your Address Book with Nextel.com and your handset. Two-Way Premier also provides you with robust messaging capabilities such as Delivery Confirmation and Save Message for seven days.

To save time and increase productivity, the following user-friendly features can now be performed from a Nextel handset *or* from the Send a Message website:

Address Book Integration - Address your two-way messages by accessing your Address Book's listing of telephone numbers and group lists. You can address a message to go to a Nextel Two-Way or Text/Numeric address, a recipient's cellular number or an email address.

Group Message - Send a message to as many as 20 recipients at once.

Two-Way Message Replies - Customize or preset up to 6 replies through your Send a Message website. From an email client, you can generate replies by typing two tildes before the text (~~).

Add, Edit and Delete Stored Messages - Add, edit and delete stored messages from your Nextel handset or from your Send a Message website.

My Phone Messages - Create and store up to 9 different messages that can later be sent from your handset or the Send a Message website.

Divert Replies – Divert replies to a different cellular number or a specific email address from within your Send a Message website.

Receive Confirmation Message Delivery Notification – Choose whether or not to receive a message confirmation notice, informing you that your message was successfully delivered to the targeted recipient.

Messaging Status – Check the status of messages sent to individuals or Group Messages, from the Send a Message website. The message status gives you the address sent, the status of the message (sent and read), the claim number, and the time the message was sent. It then updates the time stamp to show when the message was read and shows the reply message, if one was sent.

Schedule for Later – Specify a specific date and time, up to 6 months, for delivery of a message(s), from the Send a Message website.

Receive Undeliverable Email Message Notifications - Receive "Undeliverable" notices for messages sent from your Nextel handset, if your message was not delivered to the recipient.

Forward Messages - Forward messages from your Nextel handset to other Nextel handsets that have two-way messaging, or to any email address.

1.6. Provide telecommunications services with no domestic roaming charges

You'll enjoy the same low rates no matter where you travel within the Nextel National Network.

Many companies charge roaming fees on top of their normal rates whenever you travel outside of your home market. And often, the minutes you use while roaming don't count towards your overall plan. You could be paying for airtime that you never use.

Nextel doesn't charge you for roaming. You take your low home market rates with you to every city covered by our National Network. So a local call in the area you're visiting costs the same as a local call in your home market.

1.7. Provide telecommunications service plans with free domestic long distance calls including calls made or received anywhere in the United States.

Nextel offers several rate plans to meet the needs of our customers. Nextel never charges for roaming anywhere in the United States and many plans include free nationwide long distance. Descriptions of the most popular plans which include nationwide long distance are listed below with specific costs detailed in the included rate plan guides provided in the Second Section.

National Shared Minute Plans
Includes bucket of anytime cellular minutes ranging from 100 to 4000
Unlimited Direct Connect
Free nationwide long distance
Cellular minute pooling for all users on the same plan
Free Caller ID and Voice Mail
Cellular minutes are rounded to the second after the first minute
Includes Two-Way Premier, Wireless Web Services & Address Book
National Team Share Plans
Includes bucket of anytime cellular minutes ranging from 0 to 1000
Includes 250 Direct Connect minutes
Unlimited night & weekend minutes
Cellular and Direct Connect minute pooling for all users on the same plan
Free nationwide long distance
Includes Two-Way Express
BlackBerry National Team Share Plans
Includes bucket of anytime cellular minutes ranging from 400 to 1000
250 Direct Connect minutes

Cellular and Direct Connect minute sharing
Unlimited night & weekend minutes
Includes nationwide long distance
Includes unlimited Email and Web Access
National Unlimited NDC Plus Plan
Unlimited Cellular minutes
Unlimited Direct Connect minutes
Does not allow pooling
Free nationwide long distance
Free Caller ID and Voice Mail
Cellular calls round up to the next full minute
Government Total Rewards Plans
Shared cellular minutes
250 shared Direct Connect minutes
Unlimited Domestic Long Distance
Includes Priority Connect
Nationwide Direct Connect included
Unlimited Night & Weekend minutes
Unlimited Two-Way messaging
Includes Caller ID
Includes Voice mail

1.8. Provide Centralized Customer Support available 24/7.

Nextel provides centralized customer support, which is available 24/7. We provided our Customer care information is section 7.3

1.8.1 Provide centralized ordering incorporating mail, fax, electronic and web based ordering systems.

Nextel provides centralized ordering through the Government Account Manager through mail, fax, email and phone. The GAE, AR will then return an order form for confirmation, authorization and tracking purposes. Additionally Nextel provided information on our WirelessMgr web based management portal, which supports submitting orders electronically.

1.8.2 Accept payment by Government Credit card.

Nextel customers have many payment options. Payment options include:

Pay-by-Phone: Make an immediate full or partial payment by check or credit card over the phone. Check payments post to account real-time and approved credit cards are posted to the account within 24 hours.
Mail Payment: Send check or money order to the 'Mail Payment To:' address listed on the remittance slip of invoice.
Credit Card Payments:
Recurring Credit Card Payments (RCCP): Pay invoice automatically each month via MasterCard, Visa, American Express, Diners Club, Discover and Government Cards.
Pay Your Bill: Make a one-time credit card payment with American Express, MasterCard or Visa online at Nextel.com or via Nextel handset (using Nextel's Wireless Web).

- Credit Card By Mail: Fill out credit card information on remittance slip and mail to 'Mail Payment To:' address to make one time credit card payment.
- Recurring Direct Debit (RDD): Pay invoice automatically each month from checking or savings account. RDD is also known as direct debit, direct payment or pre-authorized debit. This payment option gives customers a convenient way to pay a monthly invoice thereby eliminating late fees and postage fees.
- Single Direct Debit: Make a one-time electronic check payment (also called direct debit) from your checking account (this is for single payment transaction and is not automatically recurring).
- Western Union: Wire transfer a payment, also known as 'Quick Collect'.

1.8.3 Call Detail Reporting for all units in service with minutes used divided by local and long distance, rate plan and account summary totaling all units on account.

Our Ensemble billing system is structured to meet your invoicing and reporting requirements and can be configured to match the hierarchy of your organization. Based on your preferences, we will send bills to individual subscribers, their supervisors, or to the appropriate department heads. Our system allows for up to eleven levels of account hierarchy, which can mimic the organizational structure of your account. Hierarchy levels include: Root (parent company or overall account name), Division, Region, Line of Business, Cost Center, Billing Account Number (BAN), Department, Branch, Sub-branch, Department Accounting Code (DAC), and Subscriber. Subscriber information can also be broken down by handset-dependent information, and information that is specific only to the subscriber, regardless of which handset he/she may be using.

You may utilize as many – or as few – of these billing levels as you wish. Ensemble allows you to manage your payment and cost management reporting at various levels within your organization. You decide how the billing structure should be organized, who should receive copies of bills, and which party is ultimately responsible for paying the bill.

At Nextel we refer to the party responsible for paying the bill as the **BAN – Billing Account Number**. Your organization may have more than one BAN, depending on how you choose to organize your Nextel billing structure. The person at the BAN level is ultimately *responsible* for the bill, although other individuals within the organization may be designated to pay the bill.

The BAN will receive the following information in their monthly bills:

Monthly Account Statement
Nextel Account Summary
Enterprise Rate Plan Discount Summary
Rate Plan Airtime Usage Summary
Direct Connect Summary
Additional account information

All charges associated with the subscribers assigned to a BAN are aggregated and included on the BAN's invoice. Shared rate plans allow usage sharing among all subscribers on the same rate plan within the same BAN.

All BANs within your company are organized under the **Root** – the highest level of your billing hierarchy. If you only have one BAN, then the BAN and the Root are the same thing.

Two other important levels in the billing hierarchy are the **Department** and the **Department Account Code (DAC)** level. If your organization has multiple groupings of Nextel subscribers, they will be organized into **DACs**. Multiple DACs can exist under a single department – a DAC represents any subset of an organization, as you designate. Each DAC level designee will receive a monthly Courtesy statement, which reports on all the charges for the subscribers within that DAC. Payment cannot be made from the Courtesy statement.

Billing done at the **Department** level reflects a summary of charges for the DACs within the Department. Department level billing may or may not correspond with the actual departmental structure of your organization. The Department level bill break is created to represent any group of DACs within your organization and may correspond to a region, a division, or a cost center, depending on how you structure your billing hierarchy. Department Account Summary information is provided at this level of billing.

Of course Nextel bills are also detailed down to the individual **Subscriber** level, with information such as:

- Call detail
- Rate plan airtime usage
- Direct Connect usage
- Group Connect usage
- Nextel Worldwide usage
- Equipment charges
- Corporate discounts
- Credits and promotions
- Taxes, etc.

1.8.4 Provide centralized billing and reconciliation.

Nextel provides centralized billing and reconciliation through the processes and systems previously detailed.

2. Wireless Cellular Data Telecommunications Services

2.1 Provide packet-switched network services that allow you to send and receive data nationwide from handsets, laptop computers or other portable devices without a landline connection.

Nextel Online encompasses several wireless data services that enable H-GAC users to send text messages, access email, internal databases and wireless Internet service, and thus continue to get business done – anytime, anywhere. Our Nextel packet-switched network allows you to send and receive data from your handsets or laptop computers, without a landline connection. Launched in 2001 via Nextel's nationwide data network, our Nextel Online services are based on IP (Internet Protocol), the most widely deployed networking standard.

The same Nextel phone that gives you the clarity of digital cellular calls and instant contact of Direct Connect service can also give you Nextel Online wireless data services – without ever using any of your cellular minutes. Plus, now you can use your Nextel Online services while traveling in Mexico, Argentina, Brazil, Canada or Peru.

Nextel's iDEN packet data services are delivered via Mobile IP architecture (RFC 2002, 2003 and 2005) and supports both TCP and UDP transport of packets across the Internet. Nextel provides 19.2 Kbps service for sending and receiving data and can support up to 56 Kbps for Web browsing. Nextel's iDEN implementation of Mobile IP allows for handsets and wireless modem devices to be provisioned with private (10.xx.xx.xx) or public static IP addresses depending on the requirements of the customer and/or the application. Private IP addresses are dynamically assigned a Public IP addresses for each session via NAT (Network Address Translation) as required.

For added security while browsing the Internet, using the Wireless Access Protocol (WAP) microbrowser that is available on all of our handsets, Nextel deploys 128-bit Wireless Transport Layer Security (WTLS). As an IP-based architecture, Nextel's wireless packet data network supports multiple application-based data security standards, such as SSL, 3DES, AES, and VPN (IPSec), to provide security while using the either the handset Java client or Nextel's modem solutions. Additionally, Nextel can support Permanent Virtual Circuits (PVCs) over Frame Relay if required.

If you require access to specific internal applications or Application Service Providers (ASPs), you can use Nextel's Java client. When customized wireless data solutions are required to integrate Nextel handsets into a backend system (your email system, for example), we will provide a preferred third party vendor to implement the integration. The vendor rates will vary based on project scope.

Nextel Online services – both web services and wireless modem solutions – may be acquired either individually or bundled for low monthly charges. Below are brief descriptions of the services and packages.

Services

Web

Nextel's Web service provides you with Internet-based content, such as news, weather, travel, office, sports, financial services, and marketplace portals. This web information is brought directly to your Nextel handset from over 60 different content providers, and allows you to:

- Check the latest news headlines and sports scores
- Locate nearby businesses by name or category
- Get door-to-door driving directions
- Find and read reviews of local restaurants and movie showings
- Make and check the status of travel arrangements
- Check the weather forecast for cities around the world
- Monitor your stock performance
- Track package shipments
- Buy DVDs, books, office supplies, gifts and other items, quickly and securely
- View your Nextel account's current balance and make payments
- Access documents and other files stored online and forward to an email address or fax machine using your phone

Premium Web

Nextel Online® Premium Web service provides unlimited Internet access for one fee, meaning you don't use any cellular minutes to access the wireless Internet from your phone. With Premium Web, you get the same access to over 80 content providers that Web service offers, plus the ability to:

- Access any site on the wireless Internet
- Access your organization's wireless Web sites https://nextelonline.nextel.com/services/nextelonline/wirelesssites.shtmlto keep up with corporate developments and the information you need to do your job
- Access wireless versions of popular Internet portals like MSN, AOL and others: stay in touch with coworkers and friends with AOL Mail, AOL Instant Messenger, and Hotmail
- Bookmark your favorite Internet sites and applications
- Customize your Nextel phone's wireless Internet browser

Address Book

With Address Book, a web-based mobile contact management system at nextel.com, you can quickly and easily set up and manage contacts online and from your phone. Also, a central administrator can push contact information down to users or make a central list of contacts available online for all users to see and use.

Address Book enables you to:

Centralize storage - Once your contacts are stored, they're always available online. You can store over 2000 personal and over 10,000 corporate and business contacts, and eliminate searching through hard copy directories, business cards, or PDAs to find contact information.

Import and export contacts - With Address Book's easy-to-use Import/Export functionality, in just a few keystrokes you can import contacts already stored in places like Microsoft® Outlook, SFA systems, CRM systems and spreadsheets.

- Manage and access contacts - Address Book is accessible through both the Internet and your Nextel phone. You can add, edit, and delete contacts through an easy to use Internet interface from your computer, instead of triple tapping text entry using your phone keypad. When you're away from your office, you can add, edit or delete contacts directly on your Nextel phone.
- Transfer contacts between Address Book and phone - Now that all of your contacts are securely stored online in Address Book, you can easily push a subset of contacts down to the phone itself (up to 600 for three-digit phones!). You can also upload contacts from your handset to Address Book. Nextel's exclusive Over-the-Air-Programming allows this transfer to happen quickly and easily using the Nextel network. If you are an administrator, you have the power to push any contacts to any handset in your account. Program a single handset or all the handsets in your account!
- One-touch contact - Place a call, initiate Direct Connect or send a Two-Way Message at the push of a button.

Two-Way Messaging

Nextel Two-Way Messaging enables subscribers to send, receive and reply to messages on any data-capable Nextel phone. Two-way messaging solutions from Nextel give you the freedom to communicate when talking is not an option, or you just want to send a quick note.

Two-Way Messaging from Nextel is:

- **Discreet:** Use anytime, anywhere without disrupting others or divulging private information.
- **Flexible:** Send and receive messages to/from any text-capable phones, e-mail, or Nextel.com. Messages sent from the Send a Message website (http://messaging.nextel.com) can be as long as 500 characters.
- **Efficient:** Save typing time with the Predictive Text feature – it anticipates what you want to type. Send quick messages when you are on the run to one or more than one person at the same time.
- **Personal:** Store frequently used messages and replies. Reduce unwanted messages with Nextel's Spam filtering.

Mobile Email

Nextel's Mobile Email service allows you to access your Microsoft Outlook or Lotus Notes email, contacts and calendar information from your handsets or laptops. In addition, you may access email from up to 10 Internet Service Providers (ISPs), such as EarthLink and Mindspring, and store up to 10 prewritten QuickText messages for instant replies. This service is intended for customers who are connected to their internal email server and network. Nextel Web service is included with the purchase of Mobile Email.

Mobile Application Manager

Mobile Application Manager (MAM) gives you administrative control over the distribution and management of proprietary and public mobile Java applications. MAM includes a secure web-based interface and over-the-air provisioning technology, allowing you to download Java applications from Nextel's network directly to hundreds of Nextel Java-enabled handsets, in a matter of minutes.

Nextel Online Web Packages
Two different packages are available that provide you with combinations of the above web services, for substantial savings over the combined individual monthly pricing. Both packages also include Dial-Up Access – our basic 9.6Kbps circuit-switched data wireless modem solution, described in more detail below.

Messaging Package
This package includes Web service, AOL Instant Messenger, Address Book, Two-Way Messaging and Dial-Up Service.

Full Service Package
This package includes the entire suite of Nextel Online web services, as well as Dial-Up Access.

Wireless Admin Solutions
Nextel Online account administrators now have a selection of powerful, centralized, web-based, wireless admin solutions to more quickly and easily manage their accounts and improve company productivity and efficiency. The wireless admin solutions, **several of which are Nextel-exclusive**, are all individually available from the convenience of a new Wireless Admin Solutions section of My Nextel at nextel.com.

Address Book Admin
Streamline the set-up and management of key contact data for your mobile workforce. Now your employees will never be without key contact information, even when on the road. With Address Book Admin, a Nextel-exclusive web-based mobile contact management system at nextel.com, an account administrator can quickly and easily:

- Push phone-based contacts - Push contacts to any phone in your account. Program a single handset or all the handsets in your account!
- Access corporate contacts - Create a database of up to 10,000 Corporate Contacts, which can include employees, customers, prospects, contractors, etc. - and make it accessible by your mobile workforce from the Net menu on their phones
- Import and export contacts - Address Book allows you to import contact information from sources such as like Microsoft® Outlook, SFA systems, CRM systems or spreadsheets
- Dynamic contact management - You have the freedom to import contact information whenever you want – import employee contact information monthly or import customer/prospect contact information daily
- One-touch contact – Your end users can simply scroll to the contact information you made available and place a call, initiate Direct Connect, or send a Two-Way Message at the press of a button

My View Admin
My View Admin lets you customize the Net menu for phones on your account, so you can give your employees easy access to the information they need to do their jobs. Simply log onto My View Admin via nextel.com, and you can:

- Create up to five custom bookmarks for your wirelessly enabled company and intranet sites, contact phone and Direct Connect numbers, and frequently used Web sites

- Create a single, company-wide home page or multiple ones for different groups or departments
- Choose to hide or display existing Nextel content or applications
- Distribute home pages to all the phones on your account simultaneously and provide updates just as quickly as business needs change
- *Nextel Online Wireless Modem Solutions*
- Customers can connect to Nextel's data network by using Nextel's wireless modem card (iM1100), the rugged GPS-enabled modem (iR1200), or a Nextel handset tethered to their laptop via a data cable. To access data wirelessly from remote locations, Nextel offers the following access options:

Nextel Online Wireless Modem Solutions

Customers can connect to Nextel's data network by using Nextel's wireless modem card (iM1100), the rugged GPS-enabled modem (iR1200GPS), or a Nextel handset tethered to their laptop via a data cable. To access data wirelessly from remote locations, Nextel offers the following access options:

Dial-Up and Tethered Data Access

Dial-Up Access is a basic wireless modem solution that allows you to access the Internet, a secure server, or other data-accessible networks, without being connected to a landline. Dial-Up Access operates with circuit-switched data at 9.6Kbps and is included with the basic web service packages (Messaging Package or Full Service Package).

Packetstream Gold

Packetstream Gold is Nextel's premiere service for taking your office on the road, with accelerated web browsing and Internet email over Nextel's iDEN network. On this plan, packet-switched data is routed to your Nextel handset through a specialized server that does TCP optimization and streaming compression, for speeds as high as 56Kbps. Packetstream Gold is particularly convenient when used with the iM1100 wireless modem and your laptop. This plan provides you with unlimited access.

Benefits of this premier data service include:

- **Easy to use.** It takes only a few seconds to start a Web browsing session, and you can use the larger screen of your PDA or laptop. Plus, you can still work with other documents and applications on your device while you are online.
- **No dial-up required.** Just click the Nextel network connection icon and you're online in seconds. You can even receive incoming calls while online.
- **Use your existing applications.** Use the same email, browser, and other web-enabled applications that are available to you in the office.
- **Choose your equipment.** You can use a Nextel Internet-ready phone with data cable to plug into your laptop or PDA. Or, for the ultimate in convenience, choose ahttps://nextelonline.nextel.com/phones_plans/datadevices/im1100.shtml Nextel wireless modem.

Total Connect

Nextel's Total Connect plans allow you to use your Nextel handset as a wireless modem, when tethered to your laptop or PDA. Simply choose whether or not you need a private IP address (standard) or a public IP address (available as a buy-up option), then select the plan that best matches your online usage. With Total Connect, you still get the ability to access online Java applications, surf the Net on your PC or PDA, or interact with behind-the-firewall corporate applications.

2.2. Mobile wireless internet service shall be based on IP (Internet Protocol) networking standard.

Nextel's wireless network is IP based and supports all IP based protocols.

2.3. Packet data services shall support TPC AND UDP transport packets across the internet.

Nextel's wireless IP network supports all IP based protocols including TCP and UDP. Nextel does not limit the types of traffic carried by the network. Generally, any protocol or application may be used; the only concern to be aware of is the longer latency inherent in wireless networking. We recommend that UDP is used for small data volume applications where fast response is needed and total data volume is a concern. For other applications we recommend staying with standard TCP.

2.4. Wireless data services shall provide 19.2 Kbps service for sending and receiving data and can support up to 56 Kbps for Web browsing.

Nextel's network supports this requirement including the ability to provide compressed data access with perceived data speeds of 56Kbps. This requires additional server hardware at the customer site provided by our partner IBM.

2.5. Provide wireless internet services that allows handsets and wireless modem devices to be of having private or public static IP addresses.

Nextel provides both public IP addresses for server and data access and private IP addresses for internet access, browser use and simple application use.

2.6. Provide wireless internet services handset browsing security with Wireless Access Protocol microbrowser.

Nextel's handsets include a WAP microbrowser with a 128-bit encryption layer.

2.7. Services shall include 128-bit Wireless Transport Layer Security (WTLS), to provide adequate authentication, data integrity, to enhance privacy protection and to protect the communication from attack during data transmission using handsets and/or wireless modems.

Nextel primarily provides packet-switched data services, but also supports circuit-switched data transfer. Nextel Online is the general term for several packet-switched wireless data services available to users via Nextel's nationwide data network, which has been operational for over three years. Nextel Online services allow customers to send and receive data from their handsets or laptop computers. Nextel Online offers services ranging from wireless Internet service to mobile email and database access. These services are based upon Internet Protocol (IP), the most widely deployed networking standard.

Nextel packet-switched network provides 19.2 Kbps data transfer speeds for static/routable IP addresses and speeds up to 56 Kbps for non-routable IP addresses. In addition to following the TCP/IP standard, Nextel deploys 128-bit Wireless Transport Layer Security (WTLS) for its packet-switched data sessions, a standard that follows the same encryption scheme used by Secure Socket Layer (SSL v.3.0) and Transport Layer Security (TLS v.1.0). Nextel's circuit-switched data transfer capabilities allow connectivity with traditional landline telecommunications network at the standard 9.6 Kbps rate.

2.8. Services shall provide unlimited Internet access for a fee without the use of any cellular minutes to access the wireless Internet from your handset. The service shall be capable of accessing an end user's web sites for information needed from the field.

Nextel provides two primary web service plans. The Premium Web package is also included in our Full Service Package. This information is provided in the Second Section in the Nextel Online Wireless Data & Messaging Services guide.

SERVICE PLAN	DESCRIPTION	MONTHLY PRICE
Wireless Web	Access to over 90 top wireless Internet sites to stay informed, entertained and in control of your business and personal lives. Includes Two-Way Messaging *Express*.	$3.50
Premium Web	Access any wireless Internet URL, set bookmarks, customize browser menu with MyView, access AOL® and MSN Mobile, AOL® Mail, AOL® Instant Messenger, and Hotmail. Includes Web and Two-Way Messaging *Express*.	$10.00

2.9. Services shall provide to ability to wirelessly send contact information down to users or make a central list of contacts available online for all account users to see and use.

Address Book, a web-based mobile contact management system at nextel.com, allows customers to quickly and easily set up and manage contacts online and from their phones when they're on the go. And/or, a central administrator can push contact information down to users' phones or make a central list of contacts available on-line for all users to see and use.

Now, Address Book has been enhanced to also support the improved Address Book 5.0 for 3-Digit Series Phones (ex. i730). Specific enhancements include:

- Customers will now be able to select their new three-digit phone from the "Select a phone model:" list, which will then appear in their "Your Phone Model:" field
- 3-Digit Series Phone customers now will be able to manage up to 600 contacts
- Within each contact, customers will be able to program up to 11 entries (Direct Connect, Home, Work 1, Work 2, Mobile, Fax, Pager, Other, IP, Email).
- For 200 contacts, customers can include extended entries like international numbers, full dialing strings with pauses, etc., so fields (e.g., "Primary #") will be expanded to allow for up to the 64 character limit, and Pause "P" and Wait "W" character designators now will be recognized
- Finally, customers can now enter up to 20 characters (instead of just 11) in the "Phonebook Name:" hanset display name field

Plus, Address Book is a great aid in transferring existing contacts to upgraded phones, especially since SIM swaps are not recommended for 3-Digit Series Phones.

Address Book	Manage up to 2,000 contacts at Nextel.com, access remotely from your phone, download your phone's contact list, access administrator-loaded corporate directory. Includes Web and Two-Way Messaging *Express*.	$5.00
Address Book Admin	Allows end-users to access administrator-loaded directory of up to 10,000 contacts. Includes Two-Way Messaging *Express*.	$3.50

3. **Services must offer customized training solutions and services to develop, enhance, and maintain the skill levels of personnel operating and management complex systems.**

Nextel's Strategic Care group will have a full understanding and knowledge of the health system's wireless care needs, and will work with the customer to deliver the specific training solutions the customer is looking for. The Strategic Care group will be responsible for developing, coordinating, monitoring and conducting the necessary training for the health system's employees.

Strategic Care will conduct training classes at the customer's location or another customer provided location. There should be at least ten and no more than twenty-five individuals per class and each individual should have a working handset. Individuals will be trained to used the following Nextel services on their own handset while in class:

- Cellular
- Direct Connect
- Mobile Messaging (text and numeric and two-way messaging)
- Nextel Online data services
- Voice mail

Nextel can also provide Train the Trainer programs. This is a program set up to train one or more of the customers personnel to be trained so that they may then train personnel on an as needed basis or for smaller groups.

Training classes usually last one hour and participants will have an opportunity to ask questions throughout the class. The Strategic Care group can provide up to five trainers per day and each trainer can complete five classes per day until the customer's users have all been trained. The instructors will also distribute training materials including instruction guides for setting up voice mail and a reference guide on basic handset functionality.

Nextel will also provide Billing and Acquisition training after the contract is signed and an individual is assigned from the customer to manage the Billing and Acquisition duties for the customer. This training includes:

- SmartCD+
- WirelessMgr
- Custom Aisles
- EDI

All of Nextel's training is provided at no charge. Scheduling and availability will be determined upon contract signing, the requirements of the contract and the scope or customer size.

4. **Provide pricing of the appropriate equipment in the response**

Nextel has provided all pricing and feature information in the Second Section Handset Guides.

Category B Wireless Cellular Voice Telecommunications

SERVICE AND EQUIPMENT
FOR
GENEAL PURPOSE
MINIMUM SPECIFICAIONS

1. **Provide digital and/or analog wireless cellular voice telecommunications national network services**

2. **Provide telecommunications services plans including a choice of with and without domestic roaming charges**

3. **Provide telecommunications service plans with and without free domestic long distance calls including calls made anywhere in the United States.**

4 **Provide service plans which can include the following standard or optional services; text messaging, voicemail, call waiting, call forwarding, caller I.D. Call forwarding, 411, 611, and 911,**

5. **Provide Centralized Customer Support available 24/7.**

6. **Provide centralized ordering incorporating mail, fax, electronic and/or web based ordering systems.**

7. **Accept payment by Government Credit card.**

8. **Call Detail Reporting for all units in service with minutes used divided by local and long distance, rate plan and account summary totaling all units on account.**

9. **Provide centralized billing and reconciliation.**

10. **Provide pricing of the appropriate equipment in the response**

Nextel meets all of the ten General Purpose Minimum Specifications. All specific information has been provided throughout this document.

Category C Wireless Cellular/Mobile Data Access

SERVICE AND EQUIPMENT
FOR
GENEAL PURPOSE
MINIMUM SPECIFICATIONS

1. **Service is to be a wireless cellular data access service, which include telecommunications services that provide wireless data connectivity between a handset or portable device or personal computer and the internet and/or end user web site.**

   Nextel provides wireless and cellular data access services through our handsets and standalone devices, by utilizing our handsets as modems in a tethered configuration with other devices, through the use of PCMCIA type modems and hard install durable modems for vehicles or industrial environments.

2. **Service to include mobile broadband wireless Internet. Data service to download complex files and view email attachments as typical speeds of 300-500 kbps and capable of reaching higher speeds.**

   Nextel currently does not support mobile broadband wireless Internet service. Nextel will be releasing our next technology upgrade in 2005 called WiDEN. This technology will support speeds of 60 to 90 Kbps. Nextel is also testing 4G technologies for future deployment and will make this information available to H-GAC as it becomes available.

   2.1 **Access intranet data and applications behind the web firewall**
   2.2 **Service to include access Web browsing**
   2.3 **Service to include web-based messaging and instant messaging.**
   2.4 **Service to be compatible with pc based laptop and Blackberry handsets.**
   2.5 **Push email and PIM to compatible mobile devices from Microsoft Exchange or Lotus Domino servers. Address book, calendar, tasks and to do lists**
   2.6 **Support for remote software installation and upgrades, device configuration, asset collection, alerts, backup and restore functions.**

   Nextel's current technology supports requirements 2.1 through 2.6. In addition to supporting 2.5 through the use of our BlackBerry 7520 and the RIM BES server release 3.6, BES Server 4.0 will be released in 2005 providing additional over the air update capabilities so that the BlackBerry devices will not need to be connected to you desktop to update and sync the information.

3. **Service to include sophisticated security technology providing authentication and data protection and is compatible with may Virtual Private Networks (VPNs) for seamless wireless connectivity to access a variety of wireless networks including wide-area wireless networks (GPRS/EDGE/UMTS) and Wi-Fi hotspot connections (802.11.b) 4. Service to be compatible with the following mobile devices:**
   4.1 **PC based laptop computers**
   4.2 **PDAs and handheld PCs**
   4.3 **Pagers**
   4.4 **Smart phones and cellular phones**

Nextel's Security Technology

Nextel's authentication schemes enhance the already formidable security of the iDEN modulation and demodulation processes. When a Nextel handset is turned on, the International Mobile Subscriber ID (IMSI) is sent to the network. With an analog cellular system, the IMSI could be scanned and used to clone the compromised handset. However, the iDEN network assigns a Temporary International Subscriber ID (TMSI) based on the IMSI to the handset and authentication with the network begins. This TMSI will change, based on switch control, several times during the use of the handset, thereby making it incredibly challenging to clone Nextel handsets or listen to conversations on the Nextel network.

Nextel has also incorporated many GSM features into its cellular transmission technology to enhance signal and handset security. For instance, unauthorized access is prevented via handset authentication. When a handset initiates a call, it sends a service request to the Home Location Register (HLR). The HLR then searches its database for the subscriber's system information and sends a generated authentication request to both the network and handset. The request, created via a proprietary algorithm, generates a random number and requests the solution to an equation created by the authentication request.

The handset then receives the random number generated by the HLR and with its own authentication key, solves for a predetermined value. In essence, the handset solves an equation. The handset sends back its authentication response—the answer to the equation—and a comparison of the solution with the solution created separately by the network is performed. If the comparison is successful, the subscriber is allowed to use the handset to use its provisioned services. The entire authentication sequence is completely transparent to the subscriber, thus eliminating the need for any manual intervention. For Direct Connect call processing, a similar set of the temporary IDs are used to define a subscriber unit's individual, group, and announcement group IDs. These IDs function in a role similar to the TMSIs.

Advantages of Nextel Voice Security

While there is no readily available NIST-certified voice encryption technology for non-GSM commercial wireless networks such as the iDEN network, Nextel's iDEN modulation, demodulation, and authentication procedures should be considered valid encryption insofar as they protect voice and data transmissions by encoding them at the point of transmission and decoding them at the point of reception. As noted above, our iDEN authentication schemes provide significant security by utilizing formal algorithms to validate the IMSI and TMSI, along with several other proprietary network-based security measures.

Furthermore, handsets offering voice encryption suffer significant cost, convenience, network compatibility, and latency disadvantages compared to non-encrypted handsets. Deploying handsets with encrypted voice capabilities is considerably more expensive than using handsets without voice encryption because the subscriber needing voice encryption must purchase a specialized voice encryption-enabled handset and purchase two separate lines for communication. Each line requires its own rate plan because the first line is used for non-encrypted voice and data communications while the second line is reserved for encrypted voice communications and limited data communications. In addition, certified voice encryption handsets and services are not fully compatible with emerging 3G wireless networks and thus subscribers using voice encryption may have smaller coverage areas and other technical difficulties when using their voice encryption-enabled handsets.

As encrypted handsets typically operate using only 9,600 BPS asynchronous transparent circuit switched data service, beginning an encrypted voice conversation using an encrypted handset typically requires a call with the non-encrypted phone line to the intended recipient of the encrypted call. This helps ensure that both parties have enabled secure mode by entering their PIN mode on either their handset or a wireline terminal. The wireline terminal is required for calling

non-secure handsets or desk phones. Once a voice-encrypted call is initiated, the average call setup time for encrypted wireless voice conversations is approximately 30 and 40 seconds with conversation delays of approximately 1 second, approximately double the call latency of a typical non-encrypted cellular conversation.

iDEN Data Encryption

Nextel deploys 128-bit Wireless Transport Layer Security (WTLS) for its data sessions, a standard that follows the same encryption scheme used by Secure Socket Layer (SSL v.3.0) and Transport Layer Security (TLS v.1.0). The microbrowser in the Nextel handsets uses RSA 128-bit encryption for Wireless Application Protocol (WAP) sessions and SSL for Java sessions. Nextel's VPN solutions provide additional data security options as required by our customers.

Nextel also provides BlackBerry handsets with FIPS 140-2 certification for data transmission. Specifically, the cryptographic firmware used in Nextel's BlackBerry devices has been certified as FIPS 140-2 compliant by the National Institute of Standards and Technology (NIST). The device has met the stringent US government security requirements surrounding its design, interfaces, authorized roles and services, physical security, software security, key management, cryptographic algorithms, and self-testing. The Nextel BlackBerry devices allow users to employ federally approved encryption standards such as Triple Data Encryption Standard (3DES) and Advanced Encryption Standard (AES) to protect their sensitive data communications, such as email. This NIST-approved firmware is often used with other implemented standards such as Secure Multi-Purpose Internet Mail Extensions (S/MIME) for highly secure mobile data solutions.

4. Provide all pricing of the appropriate equipment in the response

Nextel has provided all device pricing and features in the Second Section.

Category D Wireless Satellite Voice and Data Telecommunications
Services and Equipment
Minimum Specifications

1. **Services shall allow end users to communicate anywhere in the world and including world satellite telephony, world paging, and world data services.**

   Nextel's services are only available on iDEN networks in North America, Central and South America including other areas. Nextel can provide other handsets that only work oversees in over 90 nations worldwide. These handsets will not work domestically on our iDEN network.

   Nextel does provide the ability to page oversees and back to the over 90 nations we provide access to. We currently do not provide data services or satellite telephony.

2. **Services will allow a satellite phone to make and receive calls with one number to any land based or cellular phone anywhere in the world.**

   Nextel currently does not provide this service.

3. **Services will utilize the Iridium constellation of 66 satellites in polar orbital configuration for no transmission delays, whether using small handheld pagers or phones.**

   Nextel currently does not support satellite phones.

4. **Services home area shall include Continental United States, Alaska, Puerto Rico, U.S. Virgin Islands and Eastern Caribbean.**

   4.1 **Services within the home are shall include call forwarding and liver customer care at no additional cost.**

   Nextel's call forwarding is free to voice mail and incurs a charge of $0.20 per minute plus air time to any other number. All customer care calls are provided to all customers at no charge.

   4.2 **Long distance is included in Standard airtime rates from USA, Caribbean, Canada, to USA, Puerto Rico and Canada.**

   Nextel provides same rate access in Canada through TELUS Mobility or Canadian iDEN partner.

   4.3 **Service list shall include sending and receiving faxes with a Group 3 fax machine in the United States, Canada and Eastern Caribbean.**

   Virtually all fax machines manufactured in the past fifteen years are group 3 compatible fax machines. Nextel's handsets and modems can pass fax machine data the same as a normal landline does.

4.4 **Roaming rates apply when calling to Canada. Roaming rates apply to calls placed outside the U.S. home service area (Continental U.S., Alaska, Puerto Rico, U.S. Virgin Islands).**

Nextel charges international long distance charges in place of international roaming charges. Please see Nextel's web site for our latest international charges.

4.5 **Service rates shall include all long distance to same service satellite phones.**

Nextel currently does not support satellite phones.

5. **Services with the appropriate handsets can be used in satellite mode as well as either AMPS, CDMA or GSM cellular modes.**

Nextel currently does not support satellite or multi mode phones.

6. **Services List shall include the following features:**

6.1 **Short messaging includes the ability to send short text messages to the handset via the Internet.**

Nextel will provide our Alerts Short Messaging Service (SMS) to support this requirement. Here is a quick overview.

Alerts (SMS)	Incoming text and numeric SMS alerts.	$0.15 each 300 Alerts = $5.00 1000 Alerts = $9.00

6.2 **Voice mail**

Voice mail is included in many Nextel rate plans at no additional charge. Otherwise Nextel charges $1.00 per month for Voice mail. Please see the Second Section for which rate plans include voice mail.

6.3 **Receive numeric and alphanumeric paging from anywhere on the planet without being in a clear line-of-sight to the satellite.**

Nextel handsets can receive numeric and alphanumeric pages from cross platforms, cross vendors, cross nations and worldwide (Worldwide access requires the T720 handset).

6.4 **Connect the satellite phone to a pc laptop computer and data services can be supplied at approximated 2400 BPS.**

Nextel currently does not support satellite phones.

6.5 **Direct Internet services will by supplied with the use of the service provider high speed dedicated server to handset communications to execute accelerated file transfers, browsing the internet and exchange email.**

7. **Provide all pricing of the appropriate equipment in the response**

Nextel has provided all device pricing and features in the Second Section.

Warranty Documentation
Limited Warranty Motorola Communication Products

NOTE: This Warranty applies within the fifty (50) United States and the District of Columbia

I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:

MOTOROLA, INC. ("MOTOROLA") warrants the MOTOROLA manufactured iDEN Communication Products listed below ("Product") against defects in material and workmanship under normal use and service for a period of time from the date of purchase as scheduled below:

iDEN Subscriber Digital Mobile and Portable Units: One (1) Year
Product Accessories: One (1) Year
Batteries: One (1) Year

Rechargeable Batteries will be replaced during the applicable warranty period if:

a. the battery capacity falls below 80% of rated capacity, or
b. the battery develops leakage.

MOTOROLA, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it (with a new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided it is returned in accordance with the terms of this warranty. Replaced parts or boards are warranted for the balance of the original applicable warranty period. All replaced parts of Product shall become the property of MOTOROLA.

This express limited warranty is extended by MOTOROLA to the original end user purchaser only and is not assignable or transferable to any other party. This is the complete warranty for the Product manufactured by MOTOROLA. MOTOROLA assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of MOTOROLA. Unless made in a separate agreement between MOTOROLA and the original end user purchaser, MOTOROLA does not warrant the installation, maintenance or service of the Product.

MOTOROLA cannot be responsible in any way for any ancillary equipment not furnished by MOTOROLA which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment if expressly excluded from this warranty. Because each system which may use the Product is unique, MOTOROLA disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

II. GENERAL PROVISIONS:

This warranty sets forth the full extent of MOTOROLA'S responsibilities regarding the Product, Repair, replacement or refund of the purchase price, at MOTOROLA'S options, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IMPLIED WARRANTIES, INLCUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

III. STATE LAW RIGHTS:

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

This warranty gives specific legal rights, and there may be other rights which may vary from state to state.

IV. HOW TO GET WARRANTY SERVICE:

You must provide proof of purchase (bearing the date of purchase and Product item serial number) in order to receive warranty service and, also, deliver or send the Product item, transportation and insurance prepaid, to an authorized warranty service location. Warranty service will be provided by MOTOROLA through one of its authorized warranty service locations. If you first contact the company which sold you the Product (e.g., dealer or communication service provider), it can facilitate your obtaining warranty service. You can also call MOTOROLA at 1-800-453-0920 for warranty service location information.

V. WHAT THIS WARRANTY DOES NOT COVER:

a. Defects or damage resulting from use of the Product in other than its normal and customary manner.
b. Defects or damage from misuse, accident, water, or neglect.
c. Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
d. Breakage or damage to antennas unless caused directly by defects in material workmanship.
e. A Product subjected to unauthorized Product modifications, disassemblies or repairs (including, without limitation, the audition to the Product of non-MOTOROLA supplied equipment) which adversely affect performance of the Product or interfere with MOTOROLA'S normal warranty inspection and testing of the Product to verify any warranty claim.
f. Product which has had the serial number removed or made illegible.
g. Rechargeable batteries if:
   1. Any of the seals on the battery enclosure of cells are broken or show evidence of tampering.
   2. The damage or defect is caused by charging or using the battery in equipment or service other than the Product for which it is specified.
h. Freight costs to the repair depot.
i. A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with MOTOROLA'S published specifications or the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from MOTOROLA.
j. Scratches or other cosmetic damage to Product surfaces that does not effect the operation of the Product.
k. Normal and customary wear and tear.

VI. PATENT AND SOFTWARE PROVISIONS:

MOTOROLA will defend, at its own expense, any suit brought against the end user purchaser to the extent that it is based on a claim that the Product or parts infringe a United States patent, and Motorola will pay those costs and damages finally awarded against the end user purchaser in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following:

a. That MOTOROLA will be notified promptly in writing by such purchaser of any notice of such claim;
b. That MOTOROLA will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and
c. Should the Product or parts become, or in MOTOROLA'S opinion be likely to become, the subject of a claim of infringement of a patent, that such purchaser will permit MOTOROLA, at its option and expense, either to procure for such purchaser the right to continue using the Product or parts or to replace or modify the same so that it becomes non-infringing or to grant such purchaser a credit for the Product or parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Product or parts as established by MOTOROLA.

MOTOROLA will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or parts furnished hereunder with software, apparatus or devices not furnished by MOTOROLA, nor will MOTOROLA have any liability for the use of ancillary equipment or software not furnished by MOTOROLA which is attached to or used in connection with the Product or any parts thereof.

Laws in the United States and other countries preserve for MOTOROLA certain exclusive rights for copyrighted MOTOROLA software, such as the exclusive rights to reproduce in copies and distribute copies of such MOTOROLA software. MOTOROLA software may be used in only the Product in which the software was originally embodied and such software in such Product may not be replaced, copied, distributed, modified in any way, or used to produce any derivative thereof. No other use including, without limitation, alteration, modification, reproduction, distribution, or reverse engineering of such MOTOROLA software or exercise or rights in such MOTOROLA software is permitted. No license is granted by implication, estoppel or otherwise under MOTOROLA patent rights or copyrights.

RIM Limited Warranty

Research In Motion Limited ("RIM"), the manufacturer and provider of the BlackBerry solution, comprising the BlackBerry handheld, which together with the BlackBerry Cradle and Holster comprise the BlackBerry hardware, the BlackBerry Desktop Software, and the associated wireless data service and documentation, warrants to YOU, the end-user ("YOU"), that the BlackBerry hardware will be free from defects in workmanship and materials for a period that is the shorter of (i) one (1) year from the date that the BlackBerry hardware was first purchased by YOU as an original end-user and (ii) the period ending upon your breach of the End-User's Agreement entered into when YOU ordered the BlackBerry solution (the "Purchase Warranty Period"). If YOU obtain the BlackBerry hardware through a rental or lease program, or any other non-purchase program, the warranty period (the "Rental Warranty Period") shall be for as long as YOU continue to pay any required rental or lease fees. In no event, however, shall the Rental Warranty Period exceed three (3) years. Continued repair or replacement after the expiration of a Rental Warranty Period shall be at the sole discretion of RIM, and the continuance of a program of repair and replacement after the expiration of the Rental Warranty Period shall not constitute a waiver of RIM's right to terminate this Limited Warranty or to declare that the Limited Warranty is no longer in effect. The Purchase Warranty Period and the Rental Warranty Period shall be hereinafter referred to as the "Applicable Warranty Period", meaning one or the other of the Purchase Warranty Period or the Rental Warranty Period, as the context may require. This Limited Warranty is not transferable. During the Applicable Warranty Period, the BlackBerry hardware, or one or more of the BlackBerry hardware components, will be repaired or replaced at RIM's option, without charge for either parts or labor. If the BlackBerry hardware (or component thereof) is repaired or replaced during the Applicable Warranty Period, the Applicable Warranty Period will expire, if a Purchase Warranty Period, upon the later of the 91st day after repair or replacement or one year fromthe date of original purchase. If the Applicable Warranty Period is a Rental Warranty Period, the Applicable Warranty Period will expire upon the earlier of YOU failing to pay any applicable charge or fee or three years from the date the BlackBerry hardware was first put into service. Please consult your BlackBerry handheld Installation & User's Guide for instructions on how to obtain customer support for your BlackBerry hardware.

This Limited Warranty does not apply to normal wear and tear, and does not cover repair or replacement of any BlackBerry hardware damaged by misuse, accident, abuse, neglect, misapplication, ordefects due to repairs or modifications made by anyone other than RIM or its authorized service representative. This Limited Warranty does not cover physical damage to the surface of the BlackBerry hardware, including cracks or scratches on the LCD screen. This Limited Warranty does not apply to any equipment other than the BlackBerry hardware as defined in this Limited Warranty, i.e., it does not apply to any alkaline battery provided with your purchase, rental, lease or other means of acquiring the BlackBerry solution, or any damage caused by the leakage or any other malfunction of an alkaline battery or any other accessory or peripheral equipment. This Limited Warranty also does not apply if the malfunction results from the use of the BlackBerry hardware in conjunction with accessories, products, services or ancillary or peripheral equipment not approved or provided by RIM, and where it is determined by RIM that such malfunction is not the fault of the BlackBerry hardware itself. Additionally, if malfunction results from the failure of the user to abide by the Safety Information contained in the package with the BlackBerry solution, the Limited Warranty may be void, and if it is not void, it shall not apply. Data backup is presumed to be the responsibility of the user of the BlackBerry hardware. Neither your Wireless Solution Provider nor RIM is responsible for data that may be damaged or lost at any time, including, without limitation data lost or damaged during the servicing of the BlackBerry hardware, or through the use of synchronization software. In as much as the wireless data service provided as part of the BlackBerry solution is provided via RIM from a third party provider, we cannot guarantee or warrant that the wireless data service will always be available or will always function properly. For this and other reasons, the BlackBerry solution should not be relied upon for the transmission of data relating to emergency or life-threatening or mission critical situations, and RIM disclaims any liability on its behalf and on behalf of its Wireless Solution Providers for events or damages resulting from such reliance or the failure of the wireless data service to perform or to be available for your use of the BlackBerry solution, including, without limitation, the lack of service coverage in the area in which YOU wish to use the BlackBerry solution. To the extent the third party providing the wireless data service provides any warranties or guarantees that may be passed on to YOU, such warranties and/or guarantees are automatically passed

on to YOU without any further effort on your part or on the part of RIM.

REPAIR OR REPLACEMENT OF THE PRODUCT IS THE EXCLUSIVE REMEDY PROVIDED TO YOU. UNDER THE LAWS OF THE STATE OF TEXAS, AND THE LAWS OF THE SEVERAL
STATES OF THE UNITED STATES, THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR USE OR PURPOSE AND/OR ANY IMPLIED WARRANTY OF NON-INFRINGEMENT. UNDER THE LAW OF CANADA, THIS
LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY AND/OR QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NEITHER RIM NOR ANY RIM WIRELESS SOLUTION PROVIDER SHALL IN ANY WAY BE
LIABLE TO YOU FOR ANY DAMAGES YOU SUFFER OR INCUR (INCLUDING, BUT NOT LIMITED TO, GENERAL, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE AND PERSONAL INJURY OR WRONGFUL DEATH DAMAGES) ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE BLACKBERRY HARDWARE, EVEN IF RIM OR A RIM WIRELESS SOLUTION PROVIDER ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS INTENDED TO APPLY AND DOES APPLY WITHOUT REGARD TO WHETHER SUCH DAMAGES ARE CLAIMED, ASSERTED OR BROUGHT IN AN ACTION OR CLAIM SOUNDING IN TORT OR CONTRACT, OR ON THE WARRANTY, OR UNDER ANY OTHER LAW OR FORM OF ACTION. ANY EXTERNAL BATTERIES PROVIDED WITH THE
BLACKBERRY HARDWARE ARE PROVIDED AS IS, AND ARE NOT, FOR PURPOSES OF THIS WARRANTY, PART OF THE BLACKBERRY HARDWARE. YOU ASSUME THE RISK OF USING ANY ACCESSORY NOT PROVIDED AS PART OF THE BLACKBERRY SOLUTION. IN NO EVENT SHALL RIM'S LIABILITY TO YOU EXCEED THE PURCHASE PRICE OF THE
BLACKBERRY HARDWARE YOU PURCHASED, THE CUMULATIVE SUM OF THE MONTHLY RENTAL FEES FOR ONE (1) YEAR, OR THE COST OF REPAIRING OR REPLACING THE BLACKBERRY HARDWARE, WHICHEVER IS GREATER. THE LIMITED WARRANTY WITH RESPECT TO THE BLACKBERRY DESKTOP SOFTWARE, TO ALL DOCUMENTATION AND TO ANY FIRMWARE RESIDING ON THE BLACKBERRY HARDWARE IS SET FORTH SEPARATELY IN THE SOFTWARE LICENSE AGREEMENT FOUND IN THE BLACKBERRY HANDHELD INSTALLATION & USER'S GUIDE.

This limited warranty gives YOU specific legal rights, and YOU may also have other rights that vary from state to state. Some states may not allow the exclusion of limitation of incidental or consequential damages, may not allow limitations on how long an implied warranty or condition lasts, or allow provisions that permit the warranty to be voided. Thus, the above limitations or exclusions
may not apply to YOU.

This Limited Warranty is to be construed in Canada under the laws of the Province of Ontario and in the United States under the laws of the State of Texas, except for any body of law governing conflicts of law.

EXHIBIT B

NEXTEL'S SERVICE AND EQUIPMENT TERMS AND CONDITIONS

1. Purchase Orders. Any Purchase Orders shall be subject to this Section and shall describe the Equipment and Services being purchased; the quantity to be purchased; the delivery destinations; the requested delivery dates and any other information required by this Agreement. CONTRACTOR shall accept all Purchase Orders consistent with the terms of this Agreement that are submitted in accordance with this Section. The terms and conditions of this Agreement relating to the purchase of Services and Equipment shall be deemed incorporated into and made a part of each Purchase Order. Any terms and conditions appearing in a Purchase Order or in any acknowledgment or acceptance of a Purchase Order that are inconsistent with, or in addition to (except as required by law) the terms and conditions of this Agreement shall be null and void.

2. Payment. (a) Billing. END USER is responsible to pay CONTRACTOR, within thirty (30) calendar days from the date of END USER'S receipt of CONTRACTOR'S invoice for Equipment or Service(s) provided by CONTRACTOR to END USER. This shall include, without limitation, interconnect fees and additional charges, as reflected within CONTRACTOR'S Other Fees and Assessments section referenced herein. If END USER has multiple account numbers, END USER will identify with its payment the specific amounts being paid for each account number. The day of the month on which END USER receives an invoice may vary and is subject to change. Service charges will be invoiced to END USER in advance, and usage charges will be invoiced in arrears. Unless otherwise specified in END USER'S rate plan, any unused minutes or other allotted Services under END USER'S rate plan will not be carried over to any other billing cycle. If END USER'S Service is terminated for any reason (including if END USER'S Number is ported) before the end of any billing cycle, no credit or refund will be provided for unused minutes or other allotted Services and any monthly service charge will not be prorated to the date of termination. On occasion, END USER may be billed for Services in a month other than the month in which END USER used the Service. The creation of new cell sites, CONTRACTOR'S implementation of new billing technology, delays in the reporting of international or other roaming charges between carriers, and other similar events may result in such delayed billing. CONTRACTOR may bill END USER on behalf of third party providers of Online Applications that are accessed by END USER through the Equipment. Online Applications are defined herein as Wireless Data Services consist of applications such as email, data, information and other wireless Internet services ("Online Applications"). CONTRACTOR may retain a percentage of these charges before providing the balance to the third party provider of such Online Application.

(b) Payment. END USER shall pay in full all charges for Services provided under this Contract and any rate plan that becomes part of this Contract, including monthly service charges, usage charges, taxes, assessments and any additional fees or charges imposed on END USER in this Contract or on CONTRACTOR and associated with the Service or the Equipment. END USER is responsible for all charges or purchases associated with END USER'S number and Equipment whether or not END USER was the user of the Service or authorized its use.

(c) Service Charges. END USER shall pay all charges for Services selected by END USER as indicated on the invoice of this Contract as part of END USER'S rate plan, and any additional Services selected by END USER. END USER'S rate plan will be offered at the rates and subject to the conditions set forth in the rate plan information provided to END USER at the time of sale. END USER'S RATE PLAN INFORMATION SHALL BE CONSIDERED PART OF THIS CONTRACT. Rates charged to END USER include monthly access charges and may include activation and other fees associated with features such as voicemail and caller identification. Monthly access charges shall begin once END USER'S Service is activated, which may occur before END USER receives the Equipment.

(d) Usage Charges. Depending on the rate plan selected, END USER may incur usage charges for Services such as: wireless calling, Direct Connect®, Nationwide Direct Connect®, Group Connect®, Wireless Data Services and other Services that may be offered from time to time. Usage charges may vary depending on how, where and when END USER uses the Service. END USER may be assessed long distance charges (including international calling) or other charges for "toll-free" calls to 800, 866, 877, 888 and other toll-free numbers. END USER also may be charged for the use of special Services such as 411 services or call-forwarding. Airtime charges will be assessed for the entire period during which a call or Direct Connect® transmission is connected to the CONTRACTOR network. A wireless call connection begins approximately when END USER presses the button to initiate an outgoing call or the phone starts ringing for an incoming call and ends approximately when the first party terminates the call. END USER shall be responsible for all charges for incoming wireless calls that are answered. A Direct Connect® or Group Connect® transmission occurs approximately when END USER presses the button to initiate a transmission and ends approximately six (6) seconds after completion of a communication (i.e., when END USER or another participant releases the button) to which no participant responds. END USER initiates a new Direct Connect® or Group Connect® transmission if END USER responds more than six (6) seconds after the other participant completes a communication. Nationwide Direct Connect® calls use the Direct Connect® minutes in your rate plan and incur an additional access charge. Airtime charges for Direct Connect® or Group Connect® transmissions or Nationwide Direct Connect® access are charged to the END USER that initiates the transmission and, unless a rate plan includes unlimited transmissions or access, are calculated by multiplying the duration of the transmission (including the six (6) second period referred to above) by the applicable rate and the number of participants. END USER will not be charged for sending or receiving call alert transmissions ("Call Alerts"), but will be deemed to have initiated a new Direct Connect® transmission if END USER responds to a Call Alert, even if END USER responds within six (6) seconds of receiving the Call Alert. Text and numeric messaging will be charged on a per message basis; however, END USER may elect to purchase a certain number of messages for a fixed monthly price. Any messages in excess of END USER'S allotted messages will be charged at the per message rate. Depending on the rate plan, END USER may be charged on a per kilobyte basis (one megabyte equals 1024 kilobytes and one kilobyte equals 1024 bytes), for END USER'S use of Wireless Data Services. Kilobytes may be used for, without limitation, browsing the Internet, accessing Wireless Data Applications and for reading, sending and responding to email. Airtime minutes allotted to END USER under END USER'S rate plan may be used in connection with certain Wireless Data Services. END USERS ARE CHARGED AT LEAST ONE (1) MINUTE OF AIRTIME FOR ALL WIRELESS CALLS AND AT LEAST SIX (6) SECONDS OF AIRTIME FOR ALL DIRECT CONNECT® TRANSMISSIONS, REGARDLESS OF LENGTH. AFTER THE INITIAL MINUTE, AIRTIME CHARGES FOR WIRELESS CALLING ARE ROUNDED-UP AND BILLED TO THE NEXT SECOND OR TO THE NEXT MINUTE, DEPENDING ON END USER'S RATE PLAN. AFTER SIX (6) SECONDS, DIRECT CONNECT® TRANSMISSIONS ARE ROUNDED-UP AND BILLED TO THE NEXT SECOND. DATA USAGE FOR WIRELESS DATA SERVICES IS ROUNDED TO THE NEAREST ONE-TENTH (1/10) OF A KILOBYTE.

(e) Failure to Pay. END USER acknowledges that time is of the essence with respect to all amounts owed to CONTRACTOR. IF END USER HAS NOT PAID ITS MONTHLY INVOICE IN FULL BY THE DUE DATE, A LATE PAYMENT CHARGE OF THE AMOUNT PERMITTED BY LAW, MAY BE APPLIED TO THE TOTAL UNPAID BALANCE DUE AND OUTSTANDING. THIS LATE PAYMENT CHARGE IS ASSESSED TO RECOVER COSTS FOR END USER'S FAILURE TO PAY AND SHALL NOT CONSTITUTE INTEREST. CONTRACTOR'S acceptance of late or partial payments (even if marked "paid in full" or similar notations) shall not waive CONTRACTOR'S right to collect the full amount due under this Contract, plus any additional amounts charged under this paragraph. If CONTRACTOR obtains the services of a collection or repossession agency or an attorney to assist in remedying any breach of this Contract by END USER, including but not limited to, END USER'S nonpayment of charges, END USER shall be liable for this expense. END USER understands that in the event of nonpayment of charges or any other breach of the terms and conditions of this Contract, in addition to any other remedies CONTRACTOR may have, CONTRACTOR may temporarily or permanently terminate Service to END USER. CONTRACTOR may, but is not required to, reactivate Service to END USER after Service has been suspended or terminated. Before Service may be reactivated, END USER must pay to CONTRACTOR all past due amounts plus a reconnection charge equal to $25.00 per Number, plus applicable taxes.

(f) Disputed Charges. To dispute any charge, END USER must pay all undisputed amounts when due and submit a written notice to CONTRACTOR within ninety (90) days of the problem or before the end of the third billing cycle after the date upon which the problem occurred, whichever occurs later. END USER WAIVES THE RIGHT TO DISPUTE ANY CHARGES FOR WHICH TIMELY NOTICE IS NOT PROVIDED TO CONTRACTOR. CONTRACTOR shall resolve all disputed charges in its sole discretion. If CONTRACTOR determines that an error was made on END USER'S invoice, CONTRACTOR will credit END USER'S account in the amount of the error. If CONTRACTOR determines that a disputed charge was validly assessed upon END USER, CONTRACTOR will notify END USER and END USER must furnish the amount to CONTRACTOR within a reasonable period of time; or, if authorized by END USER, CONTRACTOR may instead charge END USER'S credit card or debit card by any amount that was validly assessed. If END USER fails to pay any undisputed amount or, after a reasonable period of time, fails to pay any amount determined by CONTRACTOR to have been validly assessed upon END USER, CONTRACTOR may exercise any remedies available to CONTRACTOR under this Contract for non-payment, including termination of the Contract. END USER hereby acknowledges that END USER has read the explanation of rates and charges set forth herein and understands that these rates and charges may be assessed upon END USER, to the extent applicable.

3. Rate Plans. CONTRACTOR will make available to END USER the family of rate plans and as listed in Exhibit A for the life of this Agreement and affirm that discounts will remain fixed as stated herein. CONTRACTOR reserves the right to change, discontinue or introduce promotional rate plans on a quarterly basis. END USER may utilize such new or revised promotional rate plans under the terms and conditions of this Agreement. Additional charges may apply to CONTRACTOR rate plans, which are subject to change, and may vary by market. Such charges may include, but are not limited to, a Universal Service Fund assessment, a Telephone Relay Service charge, and in some states a mandatory state-required E911 fee.

4. Taxes and Fees. END USER shall pay all applicable federal, state, and local taxes and fees ("Taxes") that are imposed on transactions subject to this Agreement. END USER must provide CONTRACTOR with valid and properly executed tax exemption certificates before any such exemption shall become effective. END USER shall be responsible for all Taxes regardless of whether Taxes are: (1) measured by gross receipts from sales made to END USER; (2) imposed as a per-line or per-unit charge; or (3) imposed upon END USER or CONTRACTOR. Taxes include, but are not limited to, the following: federal, state, and local excise taxes, sales and transaction taxes, gross receipts taxes, utility taxes, and other taxes and fees. END USER shall not be responsible for Taxes imposed on CONTRACTOR'S net income or property. END USER shall provide CONTRACTOR with the Primary Place of Use (i.e., END USER'S residential street address or primary business address) for each unit activated on END USER'S account, and notify CONTRACTOR of changes in any such address. CONTRACTOR is not required by law to collect certain Taxes. Taxes are subject to change without notice.

5. Shipment; Risk of Loss. Equipment shall be shipped F.O.B. destination. Upon END USER'S acceptance of delivery of the Equipment, all risk of loss, damage, theft, or destruction to the Equipment shall be borne by the END USER. No loss, damage, theft, or destruction of the Equipment, in whole or in part, shall impair END USER'S obligations under this Agreement, including, without limitation, END USER'S responsibility for the payment of service charges due under this Agreement.

6. Use of Service. (a) Unlawful Use Prohibited. END USER shall not use the Service or the Equipment in any unlawful manner (including, but not limited to, use in any aircraft or motor vehicle where prohibited by law, ordinance, or regulation), or in a manner that may be abusive, harassing, threatening or fraudulent. END USER is solely responsible for all content transmitted using the Service or the Equipment and shall not use the Service or Equipment to communicate any (1) harassing, threatening, defamatory, pornographic or obscene messages; (2) unsolicited commercial messages; or (3) unsolicited commercial and/or bulk text or SMS messages. END USER shall not use the Service or Equipment in a manner that could result in damage or risk to the business, reputation, properties, or services of CONTRACTOR or to CONTRACTOR'S subscribers, third parties or to the public generally (e.g., END USER shall not attempt to gain unauthorized access to the Service or any account on the Service, use the Service to infringe the

copyright of another, or upload or transmit any "virus", "worm" or other malicious code). END USER shall not modify, disassemble, deinstall or alter the Equipment in any manner, except in accordance with the use instructions accompanying the Equipment. END USER may not resell or lease the Service or the Equipment to any other person or party.

(b) Change in Service/Number. CONTRACTOR may, at any time, change or remove any Number assigned to END USER when such change is reasonably necessary in the conduct of CONTRACTOR'S business. END USER acknowledges that END USER has no proprietary or ownership rights or interest in END USER'S Number(s) and cannot acquire such rights or interest through usage, publication or otherwise. END USER may not assign its Number to any other Equipment and shall not program any other Number into its Equipment. In the event that wireless number portability becomes available in END USER'S Service Area, END USER may request that its Phone number(s) be ported to another service provider. Upon such request, all amounts then owed to CONTRACTOR (including damages for early termination and any amounts that appear on the final invoice) shall become immediately due and payable, and END USER'S failure to provide timely payment to CONTRACTOR could delay facilitation of END USER'S request.

(c) Wireless Data Services. Wireless Data Services consist of applications such as email, data, information and other wireless Internet services ("Online Applications"). END USER acknowledges that no guarantee or assurance exists that the Online Applications will be compatible, or, if currently compatible, will continue to be compatible, with CONTRACTOR'S network or with END USER'S Equipment or Service. CONTRACTOR does not endorse any Online Application, even if currently compatible with CONTRACTOR'S network or with END USER'S Equipment or Service. CONTRACTOR may, at any time in its sole discretion, disable or discontinue any Online Application for any reason. Use of Wireless Data Services requires Internet compatible Equipment, and is subject to applicable storage, memory or other Equipment limitations. Only certain Internet sites may be accessed by END USER, and certain Wireless Data Services may not be available in all areas where Service is provided. END USER may, from time to time, access through Wireless Data Services statements, opinions, graphics, photos, music, services and other information ("Content"), including Content provided by third parties. END USER acknowledges that CONTRACTOR offers no guarantee or assurance regarding the accuracy, completeness, appropriateness or utility of the Content. END USER also acknowledges that CONTRACTOR does not publish and is in no way responsible for any Content that is provided by third parties. END USER also may establish contact with third parties through Wireless Data Services. CONTRACTOR is not responsible for the actions of third parties contacted by END USER, whether such contact was initiated by END USER or was brought about through an embedded link on the Equipment. Content providers and others have proprietary interests in certain Content. END USER shall not, and will not permit others, to reproduce, broadcast, distribute, sell, publish, commercially exploit or otherwise disseminate any Content in any manner without the prior written consent of CONTRACTOR, the Content providers, or others with proprietary interests in such Content, as applicable.

(d) Fraud Protection; Network Security. CONTRACTOR may take any action that it deems necessary to (1) protect its network, its rights or the rights of its END USERs and third parties; or (2) optimize or improve its network, its Services and the Equipment. END USER acknowledges that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through Wireless Data Services. CONTRACTOR may, in its sole and absolute discretion, at any time, filter "spam" or prevent "hacking," "viruses" or other potential harms without regard to any END USER preference. CONTRACTOR reserves the right to interrupt Services if END USER'S account (i) appears to have excessive charges; (ii) shows any unusual calling patterns; (iii) to prevent or protect against fraud; (iv) for System maintenance; or (v) for other purposes reasonably necessary to the conduct of CONTRACTOR'S operations and business. CONTRACTOR will make commercially reasonable efforts to contact END USER before any such interruption. Such interruption may be done to protect END USER or CONTRACTOR as CONTRACTOR determines in its sole discretion.

(e) Application Support. CONTRACTOR is often not the developer of Online Applications that are accessible through Wireless Data Services. Therefore, if END USER contacts CONTRACTOR'S END USER Care department regarding use of an Online Application, END USER may be referred to the END

USER care department of the developer of the Online Application, and CONTRACTOR shall not be obligated to support any such Online Application.

(f) Service Availability. Service is generally available to END USER when END USER is within the operating range of the CONTRACTOR network or within the range of a provider with which CONTRACTOR has a reciprocal service arrangement ("Service Area"). END USER'S SERVICE AREA IS SUBJECT TO CHANGE AT ANY TIME IN CONTRACTOR'S SOLE DISCRETION. Service quality and availability within END USER'S Service Area is also affected by conditions CONTRACTOR does not control, including the Equipment, problems associated with interconnecting carriers, power failures, "viruses", obstructions such as buildings or trees, tunnels, atmospheric, geographic or topographical conditions and other conditions. Service also may be limited or temporarily unavailable due to System capacity limitations or system repairs or modifications. CONTRACTOR also may be required during public safety emergencies or when System capacity is otherwise limited to limit access to the CONTRACTOR network for those END USERs that are not then using the Service and connected to the network in order to facilitate communications by public safety organizations such as police and fire departments. In this event, END USERs that have priority access Service will be given access to the CONTRACTOR network before CONTRACTOR'S non-priority access END USERs. CONTRACTOR will not complete calls to 900, 976 or similar numbers for pay-per-call services. Caller identification information may not be available for all incoming calls. International calling may be blocked.

(g) Equipment. END USER acknowledges that CONTRACTOR is not responsible for the operation, quality of transmission, or, unless separate maintenance arrangements have been made between CONTRACTOR and END USER, for maintenance of the Equipment. END USER further acknowledges that Equipment purchased from CONTRACTOR is not compatible with and will not support services provided by other wireless carriers, except for those services provided by an entity operating compatible iDEN® equipment or in connection with roaming to certain countries outside of the United States. CONTRACTOR SHALL NOT BE LIABLE FOR ANY DAMAGES (INCLUDING DAMAGE TO THE EQUIPMENT) RESULTING FROM INSTALLATION OF ANY EQUIPMENT BY END USER OR ANY THIRD PARTY.

7. Indemnification. CONTRACTOR will defend, indemnify and hold harmless the END USER against all claims, actions, damages, costs, and liabilities (including reasonable attorney's fees), and all liability to third parties arising from or in connection with any death, bodily injury or damage to tangible personal or real property caused or incurred by the intentional tortuous conduct, unlawful conduct, and gross negligence of CONTRACTOR'S employees, subcontractors, or agents while upon the premises of or controlled by END USER. To receive the foregoing indemnities, END USER must promptly notify CONTRACTOR in writing of a claim or suit and provide reasonable cooperation (at CONTRACTOR'S expense) and full authority to defend or settle the claim or suit. CONTRACTOR shall have no obligation to indemnify the END USER under any settlement made without CONTRACTOR 's written consent.

8. Limitation of Liability. (a) CONTRACTOR'S entire liability under this Agreement for any loss or damage caused by a material breach by CONTRACTOR, its employees or agents related to CONTRACTOR'S performance hereunder shall be as follows:

(i) For any claims whatsoever arising from or related to service disruption, regardless of the cause ("Service Disruption"), CONTRACTOR'S sole liability is limited to a credit allowance equal to the proportionate charge to END USER for the period of the Service Disruption. Service Disruptions do not include unavailability of the Service during periods of scheduled or unscheduled network maintenance.

(ii) For any claims not related to Service Disruption involving bodily injury or death or damage to tangible personal or real property caused by the intentional tortuous conduct, unlawful conduct, and gross negligence of CONTRACTOR, its employees or agents, CONTRACTOR'S entire liability is limited to reasonable costs of defense and proven direct damages.

(iii) For claims of infringement of patents, copyrights or other intellectual property, the remedies set forth in Section 9, Intellectual Property Indemnification, herein.

(iv) For any other type of claim in any manner related to this Agreement (whether in contract, tort, negligence, strict liability, and whether such claims are based upon tort, statute or otherwise), CONTRACTOR'S entire liability shall be limited to reasonable costs of defense and proven direct damages, not to exceed per claim (or in the aggregate during any twelve (12) month period) the total payments made by END USER under this Agreement for the 12 month period preceding such claim.

(b) IN NO EVENT IS CONTRACTOR LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, NOR FOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE, OR LOST SAVINGS OR INCREASED COST OF OPERATIONS, SUSTAINED BY END USER OR ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN.

(c) Nothing herein is intended expressly or implicitly to benefit any person who is not a named party to this contract or to provide any third party (including any user of the Equipment or Service) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. This entire Limitation of Liability provision shall survive termination of this Agreement.

9. Intellectual Property Indemnification. (a) If END USER promptly notifies CONTRACTOR in writing of a third party claim against END USER that any CONTRACTOR Equipment or Service provided under the Agreement, or any material provided by CONTRACTOR which is included in or used in the development or provision of the Equipment or Service, infringes a U.S. patent, copyright, trade secret, or trademark of any third party, CONTRACTOR shall defend such claim at its expense and shall pay any costs or damages that may be finally awarded against END USER. CONTRACTOR shall not indemnify END USER, however, if the claim of infringement is caused by: (1) misuse or unauthorized modification of the Equipment or Service by END USER; (2) failure to use corrections or enhancements made available to END USER by CONTRACTOR; (3) use of the Equipment or Service in combination with any product or information not owned or developed by CONTRACTOR, unless the claim would have arisen solely from the use of the Equipment or Service without combination with such product or information; (4) END USER'S distribution, marketing, or use for the benefit of third parties of the Equipment or Service; or (5) information, direction, specification, or materials provided by END USER.

(b) If any Equipment or Service is found to be infringing, CONTRACTOR shall, at its expense and option, either (i) procure the right for END USER to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing, or (iv) direct the return of the Equipment and refund of the fees and expenses paid for such Equipment and Service and any Equipment and Service that are dependent thereon, less a reasonable amount for END USER'S use of the Equipment and Service up to the time of return. To receive the foregoing indemnities, END USER must promptly notify CONTRACTOR in writing of a claim or suit and provide reasonable cooperation and full authority to defend or settle the claim or suit.

(c) THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATION OF CONTRACTOR AND ANY OF ITS LICENSORS, AND THE EXCLUSIVE REMEDY OF THE END USER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY U.S. PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE EQUIPMENT AND/OR SERVICES OR ANY PART THEREOF.

10. Warranties Disclaimed. (a) Service, Content, Applications: CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO END USER IN CONNECTION WITH ITS USE OF THE SERVICE, CONTENT, AND/OR APPLICATIONS. END USER ACKNOWLEDGES THAT SERVICE DISRUPTIONS WILL OCCUR FROM TIME TO TIME AND, SUBJECT ONLY TO THE LIMITATION OF LIABILITY PROVISION SET FORTH BELOW, AGREES TO WAIVE ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS AND JUDGMENTS, INCLUDING WITHOUT LIMITATION ANY CLAIMS FOR INDEMNIFICATION,

AGAINST CONTRACTOR ARISING FROM OR RELATED TO ALL SUCH SERVICE DISRUPTIONS.

(b) Equipment: CONTRACTOR DOES NOT MANUFACTURE ANY EQUIPMENT. EXCEPT FOR ANY WARRANTIES THE END USER RECEIVES FROM THE EQUIPMENT MANUFACTURER, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, TO END USER OR TO ANY OTHER PURCHASER OF THE EQUIPMENT, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. END USER HEREBY WAIVES ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE RELATED TO THE EQUIPMENT. EXCEPT FOR ANY WARRANTIES THE END USER RECEIVES FROM THE EQUIPMENT MANUFACTURER, THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THE MANUFACTURER'S WARRANTIES APPLICABLE TO A GIVEN ITEM OF EQUIPMENT. IF THE EQUIPMENT PROVES DEFECTIVE, ANY COSTS OF NECESSARY SERVICING AND REPAIR WILL BE BORNE BY THE END USER UNLESS OTHERWISE AGREED BY CONTRACTOR IN WRITING. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, NOR FOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE, OR LOST SAVINGS OR INCREASED COST OF OPERATIONS, SUSTAINED BY END USER OR ANY THIRD PARTIES ARISING FROM OR RELATED TO THE INTERRUPTION OR FAILURE IN THE OPERATION OF ANY EQUIPMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN.

(c) UNDER CERTAIN CIRCUMSTANCES, SOME JURISDICTIONS MAY NOT RECOGNIZE OR GIVE EFFECT TO, IN WHOLE OR IN PART, WARRANTY DISCLAIMERS. THEREFORE, TO THE EXTENT THAT THE DISCLAIMER OF WARRANTIES SET FORTH HEREIN IS NOT PERMITTED BY APPLICABLE LAW, IT WILL NOT APPLY TO END USER OR SHALL ONLY APPLY TO THE EXTENT PERMITTED BY SUCH APPLICABLE LAW.

11. Termination. (a) END USER may terminate this Agreement for convenience, in whole or in part, upon at least thirty (30) days prior written notice. If END USER terminates all or part of this Agreement for convenience, END USER must pay CONTRACTOR all fees and charges for all Services, work done, and preparations made (including reasonable startup and implementation costs that were to be amortized over future payments) for the terminated portions of the Agreement, including reasonable settlements with subcontractors, reasonable costs of settling the terminated work, and a reasonable allowance for profit for Equipment and/or Service already provided to and accepted by END USER.

(b) In the event either Party breaches a material provision or obligation under this Agreement, then the non-defaulting Party may terminate the Agreement if the defaulting Party does not remedy the breach within the "Cure Period." The Cure Period shall be a minimum of thirty (30) days from the date that the non-defaulting Party provides written notice ("Cure Notice") of such breach to the defaulting Party, and provides such defaulting Party with an opportunity to cure.

(c) END USER shall provide CONTRACTOR with reasonable notice of any lack of allocable funds or appropriation of funds relating to this Agreement. END USER shall be responsible for payment of fees and charges incurred for services provided prior to the date the Agreement is terminated for any such lack of allocable or appropriation of funds.

(d) CONTRACTOR incurs a significant cost in activating Service to END USER, including a large up-front cost in offering Equipment to END USER. These costs are partially recouped over the length of END USER'S Agreement with CONTRACTOR through monthly service rate charges to END USER, which have been established in part for this purpose. If END USER breaches this Agreement or terminates Service for any reason (including by porting its Phone number to another service provider), END USER understands and acknowledges that CONTRACTOR will not receive the full benefit of its Agreement with END USER, in part, because CONTRACTOR will not continue to receive monthly service charges from END USER. As a result, CONTRACTOR shall incur damages that are difficult, if not impossible, to

determine. THEREFORE, IN THE CASE OF END USER'S BREACH OR EARLY TERMINATION WITHIN THE FIRST TWELVE (12) MONTHS OF THIS AGREEMENT, END USER SHALL PAY TO CONTRACTOR (IN ADDITION TO ALL AMOUNTS THEN OWED TO CONTRACTOR) THE SUM OF TWO HUNDRED DOLLARS ($200.00) FOR EACH NUMBER ASSIGNED TO END USER'S ACCOUNT AS A REASONABLE ESTIMATE OF THE DAMAGES INCURRED BY CONTRACTOR. This is intended to maintain CONTRACTOR'S overall rate at an acceptable level despite END USER'S early termination and will be assessed without exception unless otherwise provided in this Agreement or by applicable law.

(e) CONTRACTOR will not pay or accept any liability for excess reprocurement costs (costs of cover). In the event CONTRACTOR is determined to be in breach of a material obligation under this Agreement and CONTRACTOR fails to remedy such breach within a minimum of thirty (30) days from the date of END USER'S delivery of written notice thereof, END USER'S sole remedy will be to terminate this Agreement.

12. Force Majeure. Notwithstanding anything to the contrary contained in this Agreement (including, but not limited to, installation, delivery and liquidated damages), neither Party shall be liable for loss or damage or be deemed to be in breach of the Agreement due to such Party's failure or delay of performance, wholly or in part, if such failure or delay is due to causes beyond a Party's reasonable control or beyond the reasonable control of its subcontractors or agents whether foreseen or unforeseen, including, but not limited to, acts of God, fire, flood, explosion, vandalism, or unusually severe weather; any law, order, regulation or request of the United States government or of any government having jurisdiction or of any agency, commission, court or other instrumentality of any one or more of such governments; national emergencies; acts of civil or military authority; riots; wars; strikes, terrorist acts; criminal or malicious acts of third parties, lockouts, work stoppages or other such labor difficulties; loss or interruption of electrical power or other public utility; cable cuts; transmission tower damage; or acts or omissions of the local exchange company or other third party beyond the reasonable control of a Party. Any failure or delay of performance resulting therefrom that a Party has been unable to avoid or overcome by the exercise of due diligence shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

13. Privacy; Notice Regarding Emergency Calls; END USER Information. (a) Privacy. Wireless systems use radio channels to transmit communications that may be accidentally or intentionally intercepted. Although federal and state laws may make it illegal for third parties to listen in on END USER'S Service, privacy cannot be guaranteed. CONTRACTOR SHALL NOT BE LIABLE TO END USER OR TO ANY THIRD PARTY FOR EAVESDROPPING ON OR INTERCEPTION OF COMMUNICATIONS MADE WHILE USING THE SERVICE OR THE EQUIPMENT.

(b) 911 or Other Emergency Calls. The Service does not interact with 911 and other emergency services in the same manner as non-wireless or landline telephone services. Depending on END USER'S location, the type of Equipment being used, the type of equipment being utilized by any applicable emergency services provider, and the circumstances and conditions of a particular call, END USER'S phone number and/or location may not be identifiable to emergency services providers and END USER may not be connected to the appropriate emergency services provider. In certain circumstances, a 911 call may be routed to a state patrol dispatcher. CONTRACTOR is deploying wireless Enhanced 911 ("E911") compatible Equipment that meets applicable Federal Communications Commission ("FCC") requirements and that is designed to help public safety authorities locate users of the Service who make 911 calls. However, E911 service that is compatible with the FCC technical requirements is not available in all areas, and even in those areas where it is available, it is not entirely reliable. Moreover, if END USER'S Equipment is not GPS-enabled, emergency services personnel may have much less precise location information about the END USER, compared to the information available to them if END USER'S Equipment was GPS-enabled. The information available to emergency service providers may also be limited if END USER'S number or numbers are in the process of being ported. END USER acknowledges that E911 service is not available in all areas, is not completely reliable and is further limited when using non-GPS enabled Equipment or during the number porting process. END USER AGREES TO WAIVE ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS AND JUDGMENTS, INCLUDING WITHOUT LIMITATION ANY CLAIMS FOR INDEMNIFICATION, AGAINST CONTRACTOR ARISING OUT OF THE USE OR ATTEMPTED USE OF CONTRACTOR'S SERVICE TO ACCESS 911 OR OTHER EMERGENCY

SERVICES. END USER consents to CONTRACTOR'S disclosure of END USER information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, END USER'S name, address, Number, and the location of the user of the Service at the time of call.

(c) Access, Use and Disclosure of END USER Information and Communications. END USER acknowledges and agrees that CONTRACTOR may access, use, and disclose to third parties, any information whether personally identifying information, or "END USER proprietary network information" ("CPNI") within the meaning of 47 U.S.C. § 222 and its implementing regulations ("CPNI Regulations") that CONTRACTOR collects, possesses or develops about END USER to: (1) provide END USER with Equipment, Service, or END USER support; (2) conduct marketing activities in accordance with applicable law (END USER may opt out of any such marketing by contacting CONTRACTOR); (3) enable END USER to switch to a new service provider (either CONTRACTOR or another service provider) while retaining the same phone number; (4) provide handset-based or network-based geographic information services via CONTRACTOR-provided or third party software Applications; (5) comply with applicable law; or (6) respond to emergencies. END USER acknowledges that any information that identifies END USER (e.g., END USER'S name and Number) and calls made by END USER may appear on the Equipment or bill of a person or party that receives END USER'S call. CONTRACTOR may access, use, disclose, record or monitor any communications to or from END USER or any other person to protect CONTRACTOR'S rights or property or those of other END USERs, as permitted by law.

(d) Geographic Information Services. Consistent with the foregoing, END USER acknowledges and agrees that CONTRACTOR or a third party application service provider may access, use, and disclose to third parties the geographic location of END USER'S Equipment to provide END USER with any geographic information service which END USER accesses through the Service or Equipment. If END USER utilizes any such service and there are additional users on END USER'S account, END USER shall clearly, conspicuously, and regularly notify all individual users of the Service that location information (i.e., the geographic coordinates of the Equipment) may be accessed, used, or disclosed in connection with the Service. END USER AGREES TO WAIVE ANY AND ALL CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS, OR CAUSES OF ACTION (INCLUDING ALL ACTIONS BY THIRD PARTIES) AGAINST CONTRACTOR ARISING OUT OF A BREACH OF END USER'S OBLIGATION TO NOTIFY USERS AS SET FORTH IN THIS SECTION OR END USER'S USE OF ANY GEOGRPAHIC INFORMATION SERVICE OR LOCATION INFORMATION.

(e) Confidential Information. Commencing on the Effective Date of this Agreement and continuing for a period of three (3) years from the termination of this Agreement, each Party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing Party or otherwise discovered by the receiving Party during the Term of this Agreement, including but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing Party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The Parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving Party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving Party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing Party; (d) is developed independently by the receiving Party without reference to the Confidential Information; or (e) is require to be disclosed by statute, regulation, court or government order, or otherwise by law.

14. Order of Precedence. In the event of an inconsistency or conflict between or among the provisions of the End User Agreement and these terms, the inconsistency or conflict shall be resolved by giving precedence to the following documents as follows: (i) The End User Agreement, these terms and conditions; (ii) CONTRACTOR'S proposal submitted to H-GAC in response to H-GAC's solicitation CW05-02; and (iii) H-GAC's solicitation CW05-02. In the event of inconsistency among the main body of this Agreement and the Attachments, the order of precedence shall be the main body of this Agreement and the Attachments in alphabetical or numerical order.

15. Disputes. Any dispute arising between the Parties relating to this Agreement, which is not resolved by mutual agreement of the Parties, will be promptly submitted in writing to the other Party in accordance with the Notice requirements of the Agreement. The Parties shall designate individuals with authority to resolve the dispute and such individuals shall work diligently and in good faith to resolve the dispute within thirty (30) days. In the event the Parties are unable to resolve the dispute within thirty (30) days, either Party may refer the dispute to a court of competent jurisdiction or, if both Parties agree, to mediation, arbitration or other alternative dispute resolution method. Each Party shall continue to perform its obligations under the Agreement pending final resolution of the dispute. Except as otherwise provided under the Agreement, END USER and CONTRACTOR shall each bear its own costs and expenses incurred in connection with dispute resolution pursuant to this Agreement. In addition, END USER and CONTRACTOR shall share equally all third party costs in connection with any attempt to resolve disputes pursuant to this Agreement, unless otherwise agreed.

16. Assignment. Neither Party may assign this Agreement or any rights hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that CONTRACTOR may assign this Agreement to any parent, subsidiary or affiliate of CONTRACTOR or to any purchaser of all or substantially all its assets upon written notification to END USER. Subject to the restrictions contained herein, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties hereto.

17. Independent Contractor. CONTRACTOR is and shall perform these services as an independent contractor and as such, shall have and maintain complete control over all of its employees, agents and operations. Neither CONTRACTOR nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of END USER. The Parties understand and agree that this Agreement is not intended to create and does not create a joint venture, partnership, or agency relationship. Each Party shall be conclusively deemed to be an independent contractor and not under the control or supervision of the other Party, except as it pertains to the quality control over the use of the other Party's trademarks.

18. Severability; Waiver; Headings. If any portion of this Agreement is held or determined to be invalid or unenforceable, the remaining provisions will not be affected thereby. The failure of a Party to object to, or to take affirmative action with respect to, any conduct of the other Party which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct. Any waiver, in whole or in part, of any provision hereof shall not be construed as a waiver of any other provision hereof, or as a future waiver of any subsequent breach by a Party. The headings of sections of this Agreement are for the convenience of the Parties only and shall not be considered in any interpretation of this Agreement.

19. Publicity. Neither Party shall: (a) use any service mark or trademark of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication unless it obtains the other Party's prior written approval.

20. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to CONTRACTOR and END USER, and nothing contained in this Agreement shall give or allow, expressly or implicitly, any such claim or right of action to benefit any person who is not a named party to this Agreement to provide any third person on such Agreement, including but not limited to subcontractors, consultants, and suppliers. It is the express intention of CONTRACTOR and END USER that any party or person other than CONTRACTOR and END USER receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21. Examination of Records. CONTRACTOR shall maintain in accordance with applicable law and generally accepted commercial standards all relevant records relating to this Agreement for a period of four (4) years following the date of acceptance of final payment under the Agreement. Upon reasonable prior written notice, CONTRACTOR shall make records relating to the Agreement available to END USER at

CONTRACTOR'S business offices during normal business hours for inspection, examination or audit. Further, due to the highly sensitive and proprietary nature of CONTRACTOR'S records, any third party auditor acting on behalf of the END USER shall be subject to prior approval by CONTRACTOR and may be required at CONTRACTOR'S sole discretion to execute CONTRACTOR'S standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing CONTRACTOR'S records.

EXHIBIT C

END USER AGREEMENT
FOR
WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICES

THIS END USER AGREEMENT (hereinafter the "Agreement") is entered into this ____ day of _____, 20__ (hereinafter the "Effective Date") by and between Nextel of Texas, Inc., d/b/a Nextel Communications, a Texas corporation with a mailing address c/o Nextel Communications at 2001 Edmund Halley Drive, Reston, VA 20191 (hereinafter referred to as "Contractor"), and _____ with an office at _____ (hereinafter the "END USER"), under the Houston-Galveston Area Council of Governments ("H-GAC") Contract for Wireless Telecommunications Equipment and Services No. CW05-02, dated June13, 2005 (hereinafter the "H-GAC Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Service(s)") to H-GAC End User participants who have entered into an Interstate Interlocal Contract, including but not limited to, departments, agencies, authorities, commissions, boards, counties, cities, townships and other political subdivisions. End User and Contractor are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

1. Authority to Purchase. By signing below, the End User represents and warrants that it is eligible and authorized to purchase Equipment and Services through the H-GAC Contract. End User agrees upon Contractor's request to furnish Contractor with documentation to demonstrate the End User is authorized to participate under the H-GAC Contract pursuant to an Interlocal Contract with H-GAC.

2. Equipment and Services. Upon execution by the Parties of this Agreement, and confirmation of End User's authorization as provided in Section 1 above to Contractor's satisfaction, the End User shall be authorized to submit purchase orders for the purchase of Contractor's Equipment and/or Services. The End User acknowledges and agrees that all purchase orders for Equipment and Service issued by the End User pursuant to this Agreement are subject to the terms and conditions of Exhibit B to the H-GAC Contract. Any terms and conditions contained in a purchase order or in any acknowledgment or acceptance of a purchase order that are inconsistent with, or in addition to (except as required by law) the terms and conditions of this Agreement shall be null and void. In the event of a conflict between this Agreement and the H-GAC Contract, the terms and conditions of the H-GAC Contract shall have precedence.

3. Term. The term for which Services shall be provided by Contractor shall commence on the Effective Date and continue for a period of [_____] months **[Minimum of 12]** from the Effective Date. Thereafter, this Agreement shall automatically renew for an additional one-year period unless either Party notifies the other in writing at least 30 days prior to the end of the initial 12-month period. Upon expiration of this Agreement, the Parties may agree to extend this Agreement as mutually agreed by the Parties provided that the H-GAC Contract is still in effect. Notwithstanding the foregoing, in the event that the H-GAC Contract terminates for any reason or expires, and this Agreement is still in effect, this Agreement will continue pursuant to its terms for the stated duration pursuant to the terms set forth in Exhibit B to the H-GAC Contract.

4. Incorporation by Reference. Attachment A to the H-GAC Contract as may be amended from time-to-time, including all Attachments and Exhibits and Exhibit B to the H-GAC Contract, is hereby incorporated by reference into this Agreement with the same force and effect as if it were given in full text.

5. H-GAC Not Liable for End User Purchases. Contractor and End User acknowledge and agree that End User shall be solely liable for all Equipment and Services ordered or purchased under this Agreement or any purchase order issued by the End User pursuant to this Agreement and that in no event shall H-GAC be liable for any End User's obligations hereunder.

6. Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law principles.

7. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, facsimile with correct answerback, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

End User:

Contractor:
Nextel Communications
2001 Edmund Halley Drive
Mail Stop A2-5
Reston, VA 20191
Attn: Rexford R. Gile, 3rd, CPCM
Senior Contracts Manager

8. Entire Agreement. This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

Nextel of Texas, Inc.,
d/b/a Nextel Communications

By:_____

Name:_____

Title:_____

Date:_____

By:_____

Name: H. Leon Frazier

Title: Vice President

Date:_____

AMENDMENT NO. 01
TO
CONTRACT FOR WIRELESS TELECOMMUNICATIONS
EQUIPMENT AND SERVICES
A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
AND
NEXTEL OF TEXAS, INC., D/B/A COMMUNICATIONS

THIS AMENDMENT NO. 01 (the "Amendment") is made effective as of the 21 day Feb of 2007 ~~November, 2006~~ (the "Effective Date") and is attached to and forms a part of that certain Service Agreement by and between **Nextel of Texas, Inc., d/b/a Nextel Communications** hereinafter referred to as **CONTRACTOR or SPRINT NEXTEL**, having its principal place of business at 111 Congress Avenue, One Congress Plaza, Suite 1650, Austin, TX 78701 and **Houston Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having is principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, dated June 20, 2005, as amended (the "Agreement"). **CONTRACTOR** and **H-GAC** are sometimes referred to herein individually as a "Party" or collectively as the "Parties." Unless otherwise defined in this Amendment, capitalized terms shall have the meaning set forth in the Agreement.

WHEREAS, the Parties desire to make certain changes to the Agreement as set forth herein.

NOW THEREFORE, the Parties hereby agree as follows:

1. **Agreement Modifications.**

A. **Article 1. Scope of Services.** The last sentence of this provision shall be deleted and replaced with the following: The **CONTRACTOR** offers to sell all wireless telecommunication services and equipment that are currently available by CONTRACTOR. The Parties agree that this Agreement shall not require an Amendment upon CONTRACTOR offering new products and services to this Agreement. CONTRACTOR shall maintain a product list including pricing, equipment, and product specifications for all Equipment offered under this Agreement. Not more than once a month, CONTRACTOR shall provide H-GAC with a product list update in an electronic format describing new products and services to be added to the Agreement. Notwithstanding the foregoing, the discounts reflected in Exhibit A shall remain fixed for the Term of the Agreement.

B. **Article 21. Change in Contractor Status. H-GAC** consents to **CONTRACTOR'S** use of Sprint Spectrum, L.P., an affiliate of **CONTRACTOR**, in order to permit the **CONTRACTOR** to offer Sprint PCS products and services and rate/service plans (collectively, "PCS Products and Services" or "Sprint Services"), as part of this Agreement. Sprint Service plans will be included as Exhibit A-1 to the Agreement. To facilitate contract administration, the parties agree that Sprint Solutions, Inc. shall be the new contracting entity and may sign on behalf of Nextel of Texas, Inc. and Sprint Spectrum, L.P. Sprint Solutions, Inc. represents and warrants that it has the requisite

authority to sign on behalf of, and bind, the applicable Sprint and Nextel entities to this Agreement.

C. **Attachment A, Section 4 Pricing.** This provision is hereby deleted and shall be revised with the following: The price to the H-GAC End User, under this Contract, shall be listed in Exhibit A and shall be the minimum discounted price as offered to any H-GAC End User for the same Product or Service. Additionally, H-GAC's discounting structure shall be consistent with Sprint's current State of Texas Contract Nos. TELE-03-19-04-02 and TELE-06-27-03 ("State Contract(s)"). If Sprint modifies its discounts on either State Contract vehicle, any revised discount shall be applied to the H-GAC contracting vehicle within 90 days of such modification. Any violation of this provision may result in the termination of this contract.

D. **Attachment A, Section 4.1 and 4.2, Pricing.** These provisions shall be deleted and replaced with the following: The discount structure available to **HGAC** and **END USERS** under the Agreement is hereby revised to provide eighteen percent (18%) discount off voice and data monthly access charges (the "Discount(s)"), with a one percent (1%) Administration fee. New handsets activated on or after the Effective Date shall receive the Discounts upon activation. All existing handsets that were activated prior to the Effective Date shall receive the Discounts within a maximum of ninety (90) days from the Effective Date of this Amendment (the "Implementation Period"). **HGAC** acknowledges and agrees that no credits will be issued to compensate for the difference in discounts during the Implementation Period. Additional Discount information is reflected in Exhibit A, as amended.

E. **Exhibit B. CONTRACTOR** revised Exhibit B to include additional terms and conditions pertaining to Sprint Services. Exhibit B is reproduced in its entirety in this Amendment. Additionally, sub-section 11(d), Termination, is hereby deleted in its entirety.

F. **Exhibit C. End User Agreement**. Exhibit C, as amended, is reproduced in its entirety in this Agreement.

2. **Agreement Additions.**

A. **Exhibit A-1.** The Agreement is amended to add Exhibit A-1, SPRINT Business Policies.

B. **Exhibit B-1.** The Agreement is amended to add Exhibit B-1, **CONTRACTOR'S** emergency response and security services.

3. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, HGAC and CONTRACTOR have caused this Amendment to be signed and delivered by their duly authorized representatives, all as of this Amendment's Effective Date.

Sprint Solutions, Inc.

BY: _____

NAME: H. Leon Frazier

TITLE: Vice President, Public Sector

DATE: 1-30-07

Houston Galveston Area Council:

BY: _____

NAME: Jack Steele

TITLE: Executive Director

DATE: 2/7/07

EXHIBIT A.

Under this Contract, the END USER will receive the following discounts:

I. Nextel Products and Services:

A. Equipment. 39% off the National Retail Price of Nextel handsets for any new activation.

B. Service. 18% discount off of the Nextel voice and data service plans

C. Accessories. 20% discount off of the National Retail Price of Nextel accessories

II. Sprint PCS Products and Services:

A. Equipment. The Customer will receive a $150 credit for purchase of a Sprint PCS handset at the National Retail Price for any new activation.

B. Service. 18% discount off of the Sprint PCS voice and data service plans.

C. Accessories. Accessory pricing is at the National Retail Price for Sprint PCS accessories.

EXHIBIT A-1

SPRINT BUSINESS POLICIES

1. **PROVISION OF SPRINT PCS PRODUCTS AND SERVICES.** Sprint Spectrum L.P. provides the Sprint PCS Products and Services operating on the Nationwide Sprint PCS® Network listed in the Agreement.

2. **SPRINT PCS AFFILIATES.** Pricing may not be available to Active Units activated in Sprint PCS Affiliate Markets. "Active Unit" is an active piece of wireless Product that the END USER enrolls in a Service Plan under the Agreement.

3. **SPRINT PCS EQUIPMENT, VOICE AND DATA PLANS, AND ACCESSORIES FOR BUSINESS.** All Pricing for equipment, service and accessories shall be made available to the END USER directly from a CONTRACTOR account representative.

3.1 SPRINT PCS BLACKBERRY SERVICE PLAN

A. Customer's use of the Research in Motion Limited ("RIM") Blackberry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the Blackberry service are located at http://www.blackberry.com/legal/index.shtml, and are subject to change without prior notice to Customer.

B. Sprint PCS Vision services are not supported on the Blackberry 7750 device.

C. Sprint did not manufacture the Blackberry products and is not responsible for any defects or for the acts or omissions of the manufacturer. The only warranties on Customer's Blackberry products are any limited warranties offered by the manufacturer directly to Customer.

4. ELECTRONIC BILLING PRODUCTS.

4.1 The following electronic billing products are offered for customers. **Customer must comply with the Electronic Invoice Reporting and Analytics Product Annex, which is incorporated into this Agreement as posted to www.sprint.com/ratesandconditions as of the date Customer signs the Agreement.** Each electronic billing product provides Corporate-Liable Active Unit call detail record ("CDR") information. The MRCs are as follows:

ELECTRONIC BILLING PRODUCTS	Invoice Data	Summary Data	MRC	One-time Set-up Fee
eBilling & Analysis	3 months	12 months	$35.00	$200.00
Electronic Bill Transfer (EBT)	2 months	N/A	Not Applicable	Not Applicable
Electronic Data Interchange (EDI)	1 month	N/A	Not Applicable	Not Applicable

4.2 Customer may choose 1 electronic billing product, or eBilling & Analysis and either EDI or EBT. Customer may not choose the EDI and EBT products together. Upon 30 days prior written notice, Sprint reserves the right to migrate Customer to an updated or successor version of the selected electronic billing product if available or to an entirely new electronic billing product.

4.3 Customer will receive a summary invoice (without CDR information) or a remittance invoice at no additional charge. If Customer chooses to receive a detailed paper invoice along with an electronic billing product, the following MRCs will apply.

Corporate-Liable Active Units	MRC
5-500	$ 100.00
500+	$ 250.00

EXHIBIT B
SPECIFIC TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

1. Purchase Orders. Any Purchase Orders shall be subject to this Section and shall describe the Equipment and Services being purchased; the quantity to be purchased; the delivery destinations; the requested delivery dates and any other information required by this Agreement. CONTRACTOR shall accept all Purchase Orders consistent with the terms of this Agreement that are submitted in accordance with this Section. The terms and conditions of this Agreement relating to the purchase of Services and Equipment shall be deemed incorporated into and made a part of each Purchase Order. Any terms and conditions appearing in a Purchase Order or in any acknowledgment or acceptance of a Purchase Order that are inconsistent with, or in addition to (except as required by law) the terms and conditions of this Agreement shall be null and void.

2. Payment. (a) Billing. END USER is responsible to pay CONTRACTOR, within thirty (30) calendar days from the date of END USER'S receipt of CONTRACTOR'S invoice for Equipment or Service(s) provided by CONTRACTOR to END USER. This shall include, without limitation, interconnect fees and additional charges, as reflected within CONTRACTOR'S Other Fees and Assessments section referenced herein. If END USER has multiple account numbers, END USER will identify with its payment the specific amounts being paid for each account number. The day of the month on which END USER receives an invoice may vary and is subject to change. Service charges will be invoiced to END USER in advance, and usage charges will be invoiced in arrears. Unless otherwise specified in END USER'S rate plan, any unused minutes or other allotted Services under END USER'S rate plan will not be carried over to any other billing cycle. If END USER'S Service is terminated for any reason (including if END USER'S Number is ported) before the end of any billing cycle, no credit or refund will be provided for unused minutes or other allotted Services and any monthly service charge will not be prorated to the date of termination. On occasion, END USER may be billed for Services in a month other than the month in which END USER used the Service. The creation of new cell sites, CONTRACTOR'S implementation of new billing technology, delays in the reporting of international or other roaming charges between carriers, and other similar events may result in such delayed billing. CONTRACTOR may bill END USER on behalf of third party providers of Online Applications that are accessed by END USER through the Equipment. Online Applications are defined herein as Wireless Data Services consist of applications such as email, data, information and other wireless Internet services ("Online Applications"). CONTRACTOR may retain a percentage of these charges before providing the balance to the third party provider of such Online Application.

(b) Payment and Invoicing. CONTRACTOR'S PCS Products and Services will be invoiced separately from CONTRACTOR'S Nextel Products and Services until CONTRACTOR is able to establish a single invoicing system. END USER shall pay in full all charges for Services provided under this Contract and any rate plan that becomes part of this Contract, including monthly service charges, usage charges, taxes, assessments and any additional fees or charges imposed on END USER in this Contract or on CONTRACTOR and associated with the Service or the Equipment. END USER is responsible for all charges or purchases associated with END USER'S number and Equipment whether or not END USER was the user of the Service or authorized its use.

(c) Service Charges. END USER shall pay all charges for Services selected by END USER as indicated on the invoice of this Contract as part of END USER'S rate plan, and any additional Services selected by END USER. END USER'S rate plan will be offered at the rates and subject to the conditions set forth in the rate plan information provided to END USER at the time of sale. END USER'S RATE PLAN

INFORMATION SHALL BE CONSIDERED PART OF THIS CONTRACT. Rates charged to END USER include monthly access charges and may include activation and other fees associated with features such as voicemail and caller identification. Monthly access charges shall begin once END USER'S Service is activated, which may occur before END USER receives the Equipment.

(d) Usage Charges. (1) Depending on the rate plan selected, END USER may incur usage charges for Services such as: wireless calling, Direct Connect®, Nationwide Direct Connect®, Group Connect®, Wireless Data Services and other Services that may be offered from time to time. Usage charges may vary depending on how, where and when END USER uses the Service. END USER may be assessed long distance charges (including international calling) or other charges for "toll-free" calls to 800, 866, 877, 888 and other toll-free numbers. END USER also may be charged for the use of special Services such as 411 services or call-forwarding. Airtime charges will be assessed for the entire period during which a call or Direct Connect® transmission is connected to the CONTRACTOR network. A wireless call connection begins approximately when END USER presses the button to initiate an outgoing call or the phone starts ringing for an incoming call and ends approximately when the first party terminates the call. END USER shall be responsible for all charges for incoming wireless calls that are answered. A Direct Connect® or Group Connect® transmission occurs approximately when END USER presses the button to initiate a transmission and ends approximately six (6) seconds after completion of a communication (i.e., when END USER or another participant releases the button) to which no participant responds. END USER initiates a new Direct Connect® or Group Connect® transmission if END USER responds more than six (6) seconds after the other participant completes a communication. Nationwide Direct Connect® calls use the Direct Connect® minutes in your rate plan and incur an additional access charge. Airtime charges for Direct Connect® or Group Connect® transmissions or Nationwide Direct Connect® access are charged to the END USER that initiates the transmission and, unless a rate plan includes unlimited transmissions or access, are calculated by multiplying the duration of the transmission (including the six (6) second period referred to above) by the applicable rate and the number of participants. END USER will not be charged for sending or receiving call alert transmissions ("Call Alerts"), but will be deemed to have initiated a new Direct Connect® transmission if END USER responds to a Call Alert, even if END USER responds within six (6) seconds of receiving the Call Alert. Text and numeric messaging will be charged on a per message basis; however, END USER may elect to purchase a certain number of messages for a fixed monthly price. Any messages in excess of END USER'S allotted messages will be charged at the per message rate. Depending on the rate plan, END USER may be charged on a per kilobyte basis (one megabyte equals 1024 kilobytes and one kilobyte equals 1024 bytes), for END USER'S use of Wireless Data Services. Kilobytes may be used for, without limitation, browsing the Internet, accessing Wireless Data Applications and for reading, sending and responding to email. Airtime minutes allotted to END USER under END USER'S rate plan may be used in connection with certain Wireless Data Services. END USERS ARE CHARGED AT LEAST ONE (1) MINUTE OF AIRTIME FOR ALL WIRELESS CALLS AND AT LEAST SIX (6) SECONDS OF AIRTIME FOR ALL DIRECT CONNECT® TRANSMISSIONS, REGARDLESS OF LENGTH. AFTER THE INITIAL MINUTE, AIRTIME CHARGES FOR WIRELESS CALLING ARE ROUNDED-UP AND BILLED TO THE NEXT SECOND OR TO THE NEXT MINUTE, DEPENDING ON END USER'S RATE PLAN. AFTER SIX (6) SECONDS, DIRECT CONNECT® TRANSMISSIONS ARE ROUNDED-UP AND BILLED TO THE NEXT SECOND. DATA USAGE FOR WIRELESS DATA SERVICES IS ROUNDED TO THE NEAREST ONE-TENTH (1/10) OF A KILOBYTE.

(2) Sprint Free Incoming Minute Plans. Sprint Free Incoming Minute Plans offered by CONTRACTOR apply only to calls received in the United States. Incoming call minutes are not free while Roaming, unless covered under a Roaming option selected by END USER.

(3) Sprint Mobile-To-Mobile Calling Option. "Sprint Mobile-to-Mobile Calling" means calls from one Active Unit to another Active Unit on either the PCS Network or the Nextel National Network

to another Active Unit on either Network. **"Active Unit"** is an active piece of wireless Product that the END USER enrolls in a Service Plan under the Agreement. With this option, END USER may use an unlimited number of minutes each month to make or receive calls on both CONTRACTOR'S Networks between PCS and Nextel phones, except for Nextel phones in some affiliate and partner markets. CONTRACTOR'S Mobile-to-Mobile calls made from or received on an active unit that is on a PCS Network will use the Sprint Mobile-to-Mobile calling minutes and will not use Anytime Minutes. Sprint Mobile-to-Mobile calls made from or received on a PCS Product that is off the Network or in a non-participating affiliate or partner territory will be treated as Roaming. Roaming charges may apply depending on the applicable Business Plan. Sprint Mobile-to-Mobile Calling is not available for calls made to check voicemail, obtain directory assistance, or through other indirect calling methods. If one END USER has a plan with Sprint Mobile-to-Mobile calling and the other does not, the END USER with the Sprint Mobile-to-Mobile Calling will use this feature, while the other END USER'S use is subject to the terms of that END USER'S Business Plan.

(4) Shared Minutes. END USER must have a minimum of 3 Active Units sharing to be eligible for the Shared Minutes option. All END USERS using this option must subscribe to an eligible voice Business Plan. After all Anytime Minutes in the pooled Business Plans are exhausted, each END USER'S Active Unit's additional airtime minutes are billed at the overage rate defined in the associated Business Plan. Shared Minutes only allows pooling of Anytime Minutes, and is not available for data Business Plans. Shared Minutes are not available with all voice Business Plans.

(5) Roaming. Calls made while off the applicable Network may, depending on END USER'S Business Plan, incur separate Roaming charges. Domestic Roaming rates are set out in the END USER'S pricing attachment. International Roaming rates will vary. There may be delays in invoicing Roaming charges due to the practices of the roaming service provider. Active Units on the END USER'S account may use up to 50% of their monthly usage for Domestic Roaming. If Domestic Roaming exceeds the 50% threshold or exceeds allocated roaming minutes in certain markets, CONTRACTOR may terminate the Wireless Service to the Active Unit, transfer the Active Unit to another Business Plan, or charge the Active Unit at the applicable Roaming rate for the excess. Roaming minutes may not be shared and are not available with single-band or digital mode only Active Units.

(e) Failure to Pay. END USER acknowledges that time is of the essence with respect to all amounts owed to CONTRACTOR. IF END USER HAS NOT PAID ITS MONTHLY INVOICE IN FULL BY THE DUE DATE, A LATE PAYMENT CHARGE OF THE AMOUNT PERMITTED BY LAW, MAY BE APPLIED TO THE TOTAL UNPAID BALANCE DUE AND OUTSTANDING. THIS LATE PAYMENT CHARGE IS ASSESSED TO RECOVER COSTS FOR END USER'S FAILURE TO PAY AND SHALL NOT CONSTITUTE INTEREST. CONTRACTOR'S acceptance of late or partial payments (even if marked "paid in full" or similar notations) shall not waive CONTRACTOR'S right to collect the full amount due under this Contract, plus any additional amounts charged under this paragraph. If CONTRACTOR obtains the services of a collection or repossession agency or an attorney to assist in remedying any breach of this Contract by END USER, including but not limited to, END USER'S nonpayment of charges, END USER shall be liable for this expense. END USER understands that in the event of nonpayment of charges or any other breach of the terms and conditions of this Contract, in addition to any other remedies CONTRACTOR may have, CONTRACTOR may temporarily or permanently terminate Service to END USER. CONTRACTOR may, but is not required to, reactivate Service to END USER after Service has been suspended or terminated. Before Service may be reactivated, END USER must pay to CONTRACTOR all past due amounts plus a reconnection charge equal to $25.00 per Number, plus applicable taxes.

(f) Disputed Charges. To dispute any charge, END USER must pay all undisputed amounts when due and submit a written notice to CONTRACTOR within ninety (90) days of the problem or before the end of the third billing cycle after the date upon which the problem occurred, whichever occurs later. END

USER WAIVES THE RIGHT TO DISPUTE ANY CHARGES FOR WHICH TIMELY NOTICE IS NOT PROVIDED TO CONTRACTOR. CONTRACTOR shall resolve all disputed charges in its sole discretion. If CONTRACTOR determines that an error was made on END USER'S invoice, CONTRACTOR will credit END USER'S account in the amount of the error. If CONTRACTOR determines that a disputed charge was validly assessed upon END USER, CONTRACTOR will notify END USER and END USER must furnish the amount to CONTRACTOR within a reasonable period of time; or, if authorized by END USER, CONTRACTOR may instead charge END USER'S credit card or debit card by any amount that was validly assessed. If END USER fails to pay any undisputed amount or, after a reasonable period of time, fails to pay any amount determined by CONTRACTOR to have been validly assessed upon END USER, CONTRACTOR may exercise any remedies available to CONTRACTOR under this Contract for non-payment, including termination of the Contract. END USER hereby acknowledges that END USER has read the explanation of rates and charges set forth herein and understands that these rates and charges may be assessed upon END USER, to the extent applicable.

3. Rate Plans. CONTRACTOR will make available to END USER the family of rate plans and as listed in Exhibit A for the life of this Agreement and affirm that discounts will remain fixed as stated herein. CONTRACTOR reserves the right to change, discontinue or introduce promotional rate plans on a quarterly basis. END USER may utilize such new or revised promotional rate plans under the terms and conditions of this Agreement. Additional charges may apply to CONTRACTOR rate plans, which are subject to change, and may vary by market. Such charges may include, but are not limited to, a Universal Service Fund assessment, a Telephone Relay Service charge, and in some states a mandatory state-required E911 fee.

4. Taxes and Fees. END USER shall pay all applicable federal, state, and local taxes and fees ("Taxes") that are imposed on transactions subject to this Agreement. END USER must provide CONTRACTOR with valid and properly executed tax exemption certificates before any such exemption shall become effective. END USER shall be responsible for all Taxes regardless of whether Taxes are: (1) measured by gross receipts from sales made to END USER; (2) imposed as a per-line or per-unit charge; or (3) imposed upon END USER or CONTRACTOR. Taxes include, but are not limited to, the following: federal, state, and local excise taxes, sales and transaction taxes, gross receipts taxes, utility taxes, and other taxes and fees. END USER shall not be responsible for Taxes imposed on CONTRACTOR'S net income or property. END USER shall provide CONTRACTOR with the Primary Place of Use (i.e., END USER'S residential street address or primary business address) for each unit activated on END USER'S account, and notify CONTRACTOR of changes in any such address. CONTRACTOR is not required by law to collect certain Taxes. Taxes are subject to change without notice.

5. Shipment; Risk of Loss. Equipment shall be shipped F.O.B. destination. Upon END USER'S acceptance of delivery of the Equipment, all risk of loss, damage, theft, or destruction to the Equipment shall be borne by the END USER. No loss, damage, theft, or destruction of the Equipment, in whole or in part, shall impair END USER'S obligations under this Agreement, including, without limitation, END USER'S responsibility for the payment of service charges due under this Agreement.

6. Use of Service. (a) Unlawful Use Prohibited. END USER shall not use the Service or the Equipment in any unlawful manner (including, but not limited to, use in any aircraft or motor vehicle where prohibited by law, ordinance, or regulation), or in a manner that may be abusive, harassing, threatening or fraudulent. END USER is solely responsible for all content transmitted using the Service or the Equipment and shall not use the Service or Equipment to communicate any (1) harassing, threatening, defamatory, pornographic or obscene messages; (2) unsolicited commercial messages; or (3) unsolicited commercial and/or bulk text or SMS messages. END USER shall not use the Service or Equipment in a manner that could result in damage or risk to the business, reputation, properties, or services of CONTRACTOR or to CONTRACTOR'S subscribers, third parties or to the public generally (e.g., END

USER shall not attempt to gain unauthorized access to the Service or any account on the Service, use the Service to infringe the copyright of another, or upload or transmit any "virus", "worm" or other malicious code). END USER shall not modify, disassemble, deinstall or alter the Equipment in any manner, except in accordance with the use instructions accompanying the Equipment. END USER may not resell or lease the Service or the Equipment to any other person or party.

(b) Change in Service/Number. CONTRACTOR may, at any time, change or remove any Number assigned to END USER when such change is reasonably necessary in the conduct of CONTRACTOR'S business. END USER acknowledges that END USER has no proprietary or ownership rights or interest in END USER'S Number(s) and cannot acquire such rights or interest through usage, publication or otherwise. END USER may not assign its Number to any other Equipment and shall not program any other Number into its Equipment. In the event that wireless number portability becomes available in END USER'S Service Area, END USER may request that its Phone number(s) be ported to another service provider. Upon such request, all amounts then owed to CONTRACTOR (including damages for early termination and any amounts that appear on the final invoice) shall become immediately due and payable, and END USER'S failure to provide timely payment to CONTRACTOR could delay facilitation of END USER'S request.

(c) Wireless Data Services. Wireless Data Services consist of applications such as email, data, information and other wireless Internet services ("Online Applications"). END USER acknowledges that no guarantee or assurance exists that the Online Applications will be compatible, or, if currently compatible, will continue to be compatible, with CONTRACTOR'S network or with END USER'S Equipment or Service. CONTRACTOR does not endorse any Online Application, even if currently compatible with CONTRACTOR'S network or with END USER'S Equipment or Service. CONTRACTOR may, at any time in its sole discretion, disable or discontinue any Online Application for any reason. Use of Wireless Data Services requires Internet compatible Equipment, and is subject to applicable storage, memory or other Equipment limitations. Only certain Internet sites may be accessed by END USER, and certain Wireless Data Services may not be available in all areas where Service is provided. END USER may, from time to time, access through Wireless Data Services statements, opinions, graphics, photos, music, services and other information ("Content"), including Content provided by third parties. END USER acknowledges that CONTRACTOR offers no guarantee or assurance regarding the accuracy, completeness, appropriateness or utility of the Content. END USER also acknowledges that CONTRACTOR does not publish and is in no way responsible for any Content that is provided by third parties. END USER also may establish contact with third parties through Wireless Data Services. CONTRACTOR is not responsible for the actions of third parties contacted by END USER, whether such contact was initiated by END USER or was brought about through an embedded link on the Equipment. Compatibility or notice from CONTRACTOR of compatibility should not be construed as an endorsement of a third party Product or Application or a commitment by CONTRACTOR that the Product or Online Application will continue to be compatible with CONTRACTOR'S Products or Services. Use of Wireless Data Services is subject to any storage, memory or other Product limitation. Content providers and others have proprietary interests in certain Content. END USER shall not, and will not permit others, to reproduce, broadcast, distribute, sell, publish, commercially exploit or otherwise disseminate any Content in any manner without the prior written consent of CONTRACTOR, the Content providers, or others with proprietary interests in such Content, as applicable.

(d) CONTRACTOR'S Wireless Data Services may be used only with mobile clients for Internet/intranet access and Internet email via a standard HTML browser. Wireless Data Services may also be used with software for proxy applications, for dispatch applications, for POP3 email access, and for other uses specifically approved by CONTRACTOR. END USER acknowledges that use of certain CONTRACTOR Wireless Data Services, including some messaging services, can result in the disclosure

to third parties of the END USER'S email address and other information in connection with the END USER'S Internet usage. As a result, END USER may receive advertising, warnings, alerts and other messages, including broadcast messages.

(e) Text and Numeric Messaging/Wireless Data. Text and numeric messaging are charged on a per message basis; unless END USER has purchased a block of messages at a fixed monthly price. With block pricing, CONTRACTOR will charge at the per message rate for each message that exceeds END USER'S selected block. Depending on the Business Plan, CONTRACTOR may charge END USER per kilobyte for END USER'S use of Wireless Data Services, including but not limited to browsing the Internet, accessing applications and reading or responding to email. Data usage for Wireless Data Services is rounded to the nearest one-tenth (1/10) of a kilobyte.

(f) Sprint PCS Vision Data Usage. CONTRACTOR'S PCS Vision Packs include unlimited Vision usage, unless otherwise noted. For Active Units on the END USER'S account that do not include Unlimited Vision Usage, data usage is calculated on a per kilobyte basis, rather than by minutes of airtime used, even for certain third generation voice services. Data usage is rounded up to the next whole kilobyte and kilobyte usage charges are rounded up to the next full cent. Rounding up occurs at the end of each separate session or each clock hour (at the top of each hour), if the session spans more than 1 clock hour. END USER'S invoice will not separately identify the number of kilobytes attributable to END USER'S use of specific sites, sessions or services used. When traveling on the Network, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. END USER may be charged for data exchanges initiated by other Internet users as well as those END USER initiates. Estimates of data usage, for example, the size of downloadable files, will vary from actual use. END USER will be charged for additional data used in transporting and routing on the Network and for partial or interrupted data downloads and re-sent data, as well as unsuccessful attempts to reach Web sites and use other applications and services, including those resulting from dropped network connections. CONTRACTOR'S PCS Vision Packs require a Vision-capable PCS Phone, PCS smart phone device or PCS camera. PCS Vision Packs may not be available with or offered for (a) devices used in connection with a computer or PDA (including phones, smart phones or other devices used with connection kits or similar phone-to-computer/PDA accessories), and (b) Bluetooth Vision-capable PCS Phones used as a modem in connection with other devices.

(g) Mobile Broadband/EVDO. "Mobile Broadband" means wireless high-speed data solutions and Services provided over CONTRACTOR'S Power Vision Network in certain coverage areas of 219 metropolitan areas. To use this option, END USERS must have an EV-DO compatible wireless device and subscribe to a Mobile Broadband data plan. Access to CONTRACTOR'S Power Vision Network requires installation of the Sprint Connection Manager software or Mac OS update for Macintosh. Mobile Broadband rates may vary depending on the coverage area. Coverage is not available in all areas.

(h) Fraud Protection; Network Security. CONTRACTOR may take any action that it deems necessary to (1) protect its network, its rights or the rights of its END USERs and third parties; or (2) optimize or improve its network, its Services and the Equipment. END USER acknowledges that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through Wireless Data Services. CONTRACTOR may, in its sole and absolute discretion, at any time, filter "spam" or prevent "hacking," "viruses" or other potential harms without regard to any END USER preference. CONTRACTOR reserves the right to interrupt Services if END USER'S account (i) appears to have excessive charges; (ii) shows any unusual calling patterns; (iii) to prevent or protect against fraud; (iv) for System maintenance; or (v) for other purposes reasonably necessary to the conduct of CONTRACTOR'S operations and business. CONTRACTOR will make commercially reasonable efforts to contact END USER before any such interruption. Such interruption may be done to protect END USER or CONTRACTOR as CONTRACTOR determines in its sole discretion.

(i) Application Support. CONTRACTOR is often not the developer of Online Applications that are accessible through Wireless Data Services. Therefore, if END USER contacts CONTRACTOR'S END USER Care department regarding use of an Online Application, END USER may be referred to the END USER care department of the developer of the Online Application, and CONTRACTOR shall not be obligated to support any such Online Application.

(j) Service Availability. Service is generally available to END USER when END USER is within the operating range of the CONTRACTOR network or within the range of a provider with which CONTRACTOR has a reciprocal service arrangement ("Service Area"). END USER'S SERVICE AREA IS SUBJECT TO CHANGE AT ANY TIME IN CONTRACTOR'S SOLE DISCRETION. Service quality and availability within END USER'S Service Area is also affected by conditions CONTRACTOR does not control, including the Equipment, problems associated with interconnecting carriers, power failures, "viruses", obstructions such as buildings or trees, tunnels, atmospheric, geographic or topographical conditions and other conditions. Service also may be limited or temporarily unavailable due to System capacity limitations or system repairs or modifications. CONTRACTOR also may be required during public safety emergencies or when System capacity is otherwise limited to limit access to the CONTRACTOR network for those END USERs that are not then using the Service and connected to the network in order to facilitate communications by public safety organizations such as police and fire departments. In this event, END USERs that have priority access Service will be given access to the CONTRACTOR network before CONTRACTOR'S non-priority access END USERs. CONTRACTOR will not complete calls to 900, 976 or similar numbers for pay-per-call services. Caller identification information may not be available for all incoming calls. International calling may be blocked.

(k) Equipment. END USER acknowledges that CONTRACTOR is not responsible for the operation, quality of transmission, or, unless separate maintenance arrangements have been made between CONTRACTOR and END USER, for maintenance of the Equipment. END USER further acknowledges that Equipment purchased from CONTRACTOR is not compatible with and will not support services provided by other wireless carriers, except for those services provided by an entity operating compatible iDEN® equipment or in connection with roaming to certain countries outside of the United States. CONTRACTOR SHALL NOT BE LIABLE FOR ANY DAMAGES (INCLUDING DAMAGE TO THE EQUIPMENT) RESULTING FROM INSTALLATION OF ANY EQUIPMENT BY END USER OR ANY THIRD PARTY.

(l) Licensing Requirements. Where software is provided with the CONTRACTOR'S WIRELESS DATA Product or Service, END USER is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable END USER to use CONTRACTOR'S WIRELESS DATA Products and Services in accordance with the applicable licensing requirements. CONTRACTOR may suspend, block or terminate END USER'S use of any software if CONTRACTOR fails to comply with any applicable licensing requirement.

7. Indemnification. CONTRACTOR will defend, indemnify and hold harmless the END USER against all claims, actions, damages, costs, and liabilities (including reasonable attorney's fees), and all liability to third parties arising from or in connection with any death, bodily injury or damage to tangible personal or real property caused or incurred by the intentional tortuous conduct, unlawful conduct, and gross negligence of CONTRACTOR'S employees, subcontractors, or agents while upon the premises of or controlled by END USER. To receive the foregoing indemnities, END USER must promptly notify CONTRACTOR in writing of a claim or suit and provide reasonable cooperation (at CONTRACTOR'S expense) and full authority to defend or settle the claim or suit. CONTRACTOR shall have no obligation to indemnify the END USER under any settlement made without CONTRACTOR 's written consent.

8. Limitation of Liability. (a) CONTRACTOR'S entire liability under this Agreement for any loss or damage caused by a material breach by CONTRACTOR, its employees or agents related to CONTRACTOR'S performance hereunder shall be as follows:

(i) For any claims whatsoever arising from or related to service disruption, regardless of the cause ("Service Disruption"), CONTRACTOR'S sole liability is limited to a credit allowance equal to the proportionate charge to END USER for the period of the Service Disruption. Service Disruptions do not include unavailability of the Service during periods of scheduled or unscheduled network maintenance.

(ii) For any claims not related to Service Disruption involving bodily injury or death or damage to tangible personal or real property caused by the intentional tortuous conduct, unlawful conduct, and gross negligence of CONTRACTOR, its employees or agents, CONTRACTOR'S entire liability is limited to reasonable costs of defense and proven direct damages.

(iii) For claims of infringement of patents, copyrights or other intellectual property, the remedies set forth in Section 9, Intellectual Property Indemnification, herein.

(iv) For any other type of claim in any manner related to this Agreement (whether in contract, tort, negligence, strict liability, and whether such claims are based upon tort, statute or otherwise), CONTRACTOR'S entire liability shall be limited to reasonable costs of defense and proven direct damages, not to exceed per claim (or in the aggregate during any twelve (12) month period) the total payments made by END USER under this Agreement for the 12 month period preceding such claim.

(b) IN NO EVENT IS CONTRACTOR LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, NOR FOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE, OR LOST SAVINGS OR INCREASED COST OF OPERATIONS, SUSTAINED BY END USER OR ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN.

(c) Nothing herein is intended expressly or implicitly to benefit any person who is not a named party to this contract or to provide any third party (including any user of the Equipment or Service) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. This entire Limitation of Liability provision shall survive termination of this Agreement.

9. Intellectual Property Indemnification. (a) If END USER promptly notifies CONTRACTOR in writing of a third party claim against END USER that any CONTRACTOR Equipment or Service provided under the Agreement, or any material provided by CONTRACTOR which is included in or used in the development or provision of the Equipment or Service, infringes a U.S. patent, copyright, trade secret, or trademark of any third party, CONTRACTOR shall defend such claim at its expense and shall pay any costs or damages that may be finally awarded against END USER. CONTRACTOR shall not indemnify END USER, however, if the claim of infringement is caused by: (1) misuse or unauthorized modification of the Equipment or Service by END USER; (2) failure to use corrections or enhancements made available to END USER by CONTRACTOR; (3) use of the Equipment or Service in combination with any product or information not owned or developed by CONTRACTOR, unless the claim would have arisen solely from the use of the Equipment or Service without combination with such product or information; (4) END USER'S distribution, marketing, or use for the benefit of third parties of the Equipment or Service; or (5) information, direction, specification, or materials provided by END USER.

(b) If any Equipment or Service is found to be infringing, CONTRACTOR shall, at its expense and option, either (i) procure the right for END USER to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing, or (iv) direct the return of the Equipment and refund of the fees and expenses paid for such Equipment and Service and any Equipment and Service that are dependent thereon, less a reasonable amount for END USER'S use of the Equipment and Service up to the time of return. To receive the foregoing indemnities, END USER must promptly notify CONTRACTOR in writing of a claim or suit and provide reasonable cooperation and full authority to defend or settle the claim or suit.

(c) THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATION OF CONTRACTOR AND ANY OF ITS LICENSORS, AND THE EXCLUSIVE REMEDY OF THE END USER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY U.S. PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE EQUIPMENT AND/OR SERVICES OR ANY PART THEREOF.

10. Warranties Disclaimed. (a) Service, Content, Applications: CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO END USER IN CONNECTION WITH ITS USE OF THE SERVICE, CONTENT, AND/OR APPLICATIONS. END USER ACKNOWLEDGES THAT SERVICE DISRUPTIONS WILL OCCUR FROM TIME TO TIME AND, SUBJECT ONLY TO THE LIMITATION OF LIABILITY PROVISION SET FORTH BELOW, AGREES TO WAIVE ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS AND JUDGMENTS, INCLUDING WITHOUT LIMITATION ANY CLAIMS FOR INDEMNIFICATION, AGAINST CONTRACTOR ARISING FROM OR RELATED TO ALL SUCH SERVICE DISRUPTIONS.

(b) Equipment: CONTRACTOR DOES NOT MANUFACTURE ANY EQUIPMENT. EXCEPT FOR ANY WARRANTIES THE END USER RECEIVES FROM THE EQUIPMENT MANUFACTURER, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, TO END USER OR TO ANY OTHER PURCHASER OF THE EQUIPMENT, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. END USER HEREBY WAIVES ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE RELATED TO THE EQUIPMENT. EXCEPT FOR ANY WARRANTIES THE END USER RECEIVES FROM THE EQUIPMENT MANUFACTURER, THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THE MANUFACTURER'S WARRANTIES APPLICABLE TO A GIVEN ITEM OF EQUIPMENT. IF THE EQUIPMENT PROVES DEFECTIVE, ANY COSTS OF NECESSARY SERVICING AND REPAIR WILL BE BORNE BY THE END USER UNLESS OTHERWISE AGREED BY CONTRACTOR IN WRITING. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, NOR FOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE, OR LOST SAVINGS OR INCREASED COST OF OPERATIONS, SUSTAINED BY END USER OR ANY THIRD PARTIES ARISING FROM OR RELATED TO THE INTERRUPTION OR FAILURE IN THE OPERATION OF ANY EQUIPMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN.

(c) UNDER CERTAIN CIRCUMSTANCES, SOME JURISDICTIONS MAY NOT RECOGNIZE OR GIVE EFFECT TO, IN WHOLE OR IN PART, WARRANTY DISCLAIMERS. THEREFORE, TO THE EXTENT THAT THE DISCLAIMER OF WARRANTIES SET FORTH HEREIN IS NOT

PERMITTED BY APPLICABLE LAW, IT WILL NOT APPLY TO END USER OR SHALL ONLY APPLY TO THE EXTENT PERMITTED BY SUCH APPLICABLE LAW.

11. Termination. (a) END USER may terminate this Agreement for convenience, in whole or in part, upon at least thirty (30) days prior written notice. If END USER terminates all or part of this Agreement for convenience, END USER must pay CONTRACTOR all fees and charges for all Services, work done, and preparations made (including reasonable startup and implementation costs that were to be amortized over future payments) for the terminated portions of the Agreement, including reasonable settlements with subcontractors, reasonable costs of settling the terminated work, and a reasonable allowance for profit for Equipment and/or Service already provided to and accepted by END USER.

(b) In the event either Party breaches a material provision or obligation under this Agreement, then the non-defaulting Party may terminate the Agreement if the defaulting Party does not remedy the breach within the "Cure Period." The Cure Period shall be a minimum of thirty (30) days from the date that the non-defaulting Party provides written notice ("Cure Notice") of such breach to the defaulting Party, and provides such defaulting Party with an opportunity to cure.

(c) END USER shall provide CONTRACTOR with reasonable notice of any lack of allocable funds or appropriation of funds relating to this Agreement. END USER shall be responsible for payment of fees and charges incurred for services provided prior to the date the Agreement is terminated for any such lack of allocable or appropriation of funds.

(d) INTENTIONALLY OMITTED.

(e) CONTRACTOR will not pay or accept any liability for excess reprocurement costs (costs of cover). In the event CONTRACTOR is determined to be in breach of a material obligation under this Agreement and CONTRACTOR fails to remedy such breach within a minimum of thirty (30) days from the date of END USER'S delivery of written notice thereof, END USER'S sole remedy will be to terminate this Agreement.

12. Force Majeure. Notwithstanding anything to the contrary contained in this Agreement (including, but not limited to, installation, delivery and liquidated damages), neither Party shall be liable for loss or damage or be deemed to be in breach of the Agreement due to such Party's failure or delay of performance, wholly or in part, if such failure or delay is due to causes beyond a Party's reasonable control or beyond the reasonable control of its subcontractors or agents whether foreseen or unforeseen, including, but not limited to, acts of God, fire, flood, explosion, vandalism, or unusually severe weather; any law, order, regulation or request of the United States government or of any government having jurisdiction or of any agency, commission, court or other instrumentality of any one or more of such governments; national emergencies; acts of civil or military authority; riots; wars; strikes, terrorist acts; criminal or malicious acts of third parties, lockouts, work stoppages or other such labor difficulties; loss or interruption of electrical power or other public utility; cable cuts; transmission tower damage; or acts or omissions of the local exchange company or other third party beyond the reasonable control of a Party. Any failure or delay of performance resulting therefrom that a Party has been unable to avoid or overcome by the exercise of due diligence shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

13. Privacy; Notice Regarding Emergency Calls; END USER Information. (a) Privacy. Wireless systems use radio channels to transmit communications that may be accidentally or intentionally intercepted. Although federal and state laws may make it illegal for third parties to listen in on END USER'S Service, privacy cannot be guaranteed. CONTRACTOR SHALL NOT BE LIABLE TO END USER OR TO ANY

THIRD PARTY FOR EAVESDROPPING ON OR INTERCEPTION OF COMMUNICATIONS MADE WHILE USING THE SERVICE OR THE EQUIPMENT.

(b) 911 or Other Emergency Calls. The Service does not interact with 911 and other emergency services in the same manner as non-wireless or landline telephone services. Depending on END USER'S location, the type of Equipment being used, the type of equipment being utilized by any applicable emergency services provider, and the circumstances and conditions of a particular call, END USER'S phone number and/or location may not be identifiable to emergency services providers and END USER may not be connected to the appropriate emergency services provider. In certain circumstances, a 911 call may be routed to a state patrol dispatcher. CONTRACTOR is deploying wireless Enhanced 911 ("E911") compatible Equipment that meets applicable Federal Communications Commission ("FCC") requirements and that is designed to help public safety authorities locate users of the Service who make 911 calls. However, E911 service that is compatible with the FCC technical requirements is not available in all areas, and even in those areas where it is available, it is not entirely reliable. Moreover, if END USER'S Equipment is not GPS-enabled, emergency services personnel may have much less precise location information about the END USER, compared to the information available to them if END USER'S Equipment was GPS-enabled. The information available to emergency service providers may also be limited if END USER'S number or numbers are in the process of being ported. END USER acknowledges that E911 service is not available in all areas, is not completely reliable and is further limited when using non-GPS enabled Equipment or during the number porting process. END USER AGREES TO WAIVE ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS AND JUDGMENTS, INCLUDING WITHOUT LIMITATION ANY CLAIMS FOR INDEMNIFICATION, AGAINST CONTRACTOR ARISING OUT OF THE USE OR ATTEMPTED USE OF CONTRACTOR'S SERVICE TO ACCESS 911 OR OTHER EMERGENCY SERVICES. END USER consents to CONTRACTOR'S disclosure of END USER information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, END USER'S name, address, Number, and the location of the user of the Service at the time of call.

(c) Access, Use and Disclosure of END USER Information and Communications. END USER acknowledges and agrees that CONTRACTOR may access, use, and disclose to third parties, any information whether personally identifying information, or "END USER proprietary network information" ("CPNI") within the meaning of 47 U.S.C. § 222 and its implementing regulations ("CPNI Regulations") that CONTRACTOR collects, possesses or develops about END USER to: (1) provide END USER with Equipment, Service, or END USER support; (2) conduct marketing activities in accordance with applicable law (END USER may opt out of any such marketing by contacting CONTRACTOR); (3) enable END USER to switch to a new service provider (either CONTRACTOR or another service provider) while retaining the same phone number; (4) provide handset-based or network-based geographic information services via CONTRACTOR-provided or third party software Applications; (5) comply with applicable law; or (6) respond to emergencies. END USER acknowledges that any information that identifies END USER (e.g., END USER'S name and Number) and calls made by END USER may appear on the Equipment or bill of a person or party that receives END USER'S call. CONTRACTOR may access, use, disclose, record or monitor any communications to or from END USER or any other person to protect CONTRACTOR'S rights or property or those of other END USERs, as permitted by law.

(d) Geographic Information Services. Consistent with the foregoing, END USER acknowledges and agrees that CONTRACTOR or a third party application service provider may access, use, and disclose to third parties the geographic location of END USER'S Equipment to provide END USER with any geographic information service which END USER accesses through the Service or Equipment. If END USER utilizes any such service and there are additional users on END USER'S account, END USER shall clearly, conspicuously, and regularly notify all individual users of the Service that location

information (i.e., the geographic coordinates of the Equipment) may be accessed, used, or disclosed in connection with the Service. END USER AGREES TO WAIVE ANY AND ALL CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS, OR CAUSES OF ACTION (INCLUDING ALL ACTIONS BY THIRD PARTIES) AGAINST CONTRACTOR ARISING OUT OF A BREACH OF END USER'S OBLIGATION TO NOTIFY USERS AS SET FORTH IN THIS SECTION OR END USER'S USE OF ANY GEOGRPAHIC INFORMATION SERVICE OR LOCATION INFORMATION.

(e) Confidential Information. Commencing on the Effective Date of this Agreement and continuing for a period of three (3) years from the termination of this Agreement, each Party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing Party or otherwise discovered by the receiving Party during the Term of this Agreement, including but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing Party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The Parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving Party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving Party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing Party; (d) is developed independently by the receiving Party without reference to the Confidential Information; or (e) is require to be disclosed by statute, regulation, court or government order, or otherwise by law.

14. Order of Precedence. In the event of an inconsistency or conflict between or among the provisions of the End User Agreement and these terms, the inconsistency or conflict shall be resolved by giving precedence to the following documents as follows: (i) The End User Agreement, these terms and conditions; (ii) CONTRACTOR'S proposal submitted to H-GAC in response to H-GAC's solicitation CW05-02; and (iii) H-GAC's solicitation CW05-02. In the event of inconsistency among the main body of this Agreement and the Attachments, the order of precedence shall be the main body of this Agreement and the Attachments in alphabetical or numerical order.

15. Disputes. Any dispute arising between the Parties relating to this Agreement, which is not resolved by mutual agreement of the Parties, will be promptly submitted in writing to the other Party in accordance with the Notice requirements of the Agreement. The Parties shall designate individuals with authority to resolve the dispute and such individuals shall work diligently and in good faith to resolve the dispute within thirty (30) days. In the event the Parties are unable to resolve the dispute within thirty (30) days, either Party may refer the dispute to a court of competent jurisdiction or, if both Parties agree, to mediation, arbitration or other alternative dispute resolution method. Each Party shall continue to perform its obligations under the Agreement pending final resolution of the dispute. Except as otherwise provided under the Agreement, END USER and CONTRACTOR shall each bear its own costs and expenses incurred in connection with dispute resolution pursuant to this Agreement. In addition, END USER and CONTRACTOR shall share equally all third party costs in connection with any attempt to resolve disputes pursuant to this Agreement, unless otherwise agreed.

16. Assignment. Neither Party may assign this Agreement or any rights hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that CONTRACTOR may assign this Agreement to any parent, subsidiary or affiliate of CONTRACTOR or to any purchaser of all or substantially all its assets upon written notification to END USER. Subject to the restrictions contained herein, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties hereto.

17. Independent Contractor. CONTRACTOR is and shall perform these services as an independent contractor and as such, shall have and maintain complete control over all of its employees, agents and operations. Neither CONTRACTOR nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of END USER. The Parties understand and agree that this Agreement is not intended to create and does not create a joint venture, partnership, or agency relationship. Each Party shall be conclusively deemed to be an independent contractor and not under the control or supervision of the other Party, except as it pertains to the quality control over the use of the other Party's trademarks.

18. Severability; Waiver; Headings. If any portion of this Agreement is held or determined to be invalid or unenforceable, the remaining provisions will not be affected thereby. The failure of a Party to object to, or to take affirmative action with respect to, any conduct of the other Party which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct. Any waiver, in whole or in part, of any provision hereof shall not be construed as a waiver of any other provision hereof, or as a future waiver of any subsequent breach by a Party. The headings of sections of this Agreement are for the convenience of the Parties only and shall not be considered in any interpretation of this Agreement.

19. Publicity. Neither Party shall: (a) use any service mark or trademark of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication unless it obtains the other Party's prior written approval.

20. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to CONTRACTOR and END USER, and nothing contained in this Agreement shall give or allow, expressly or implicitly, any such claim or right of action to benefit any person who is not a named party to this Agreement to provide any third person on such Agreement, including but not limited to subcontractors, consultants, and suppliers. It is the express intention of CONTRACTOR and END USER that any party or person other than CONTRACTOR and END USER receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21. Examination of Records. CONTRACTOR shall maintain in accordance with applicable law and generally accepted commercial standards all relevant records relating to this Agreement for a period of four (4) years following the date of acceptance of final payment under the Agreement. Upon reasonable prior written notice, CONTRACTOR shall make records relating to the Agreement available to END USER at CONTRACTOR'S business offices during normal business hours for inspection, examination or audit. Further, due to the highly sensitive and proprietary nature of CONTRACTOR'S records, any third party auditor acting on behalf of the END USER shall be subject to prior approval by CONTRACTOR and may be required at CONTRACTOR'S sole discretion to execute CONTRACTOR'S standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing CONTRACTOR'S records.

EXHIBIT B-1
CONTRACTOR'S EMERGENCY RESPONSE AND SECURITY SERVICES

Rapid Deployment Solutions Offering

Rapid Deployment Infrastructure

Sprint Nextel's Emergency Response Team (ERT) provides system integration services on its unique and patented vehicle, the Satellite-based Cell-On-Light-Truck (SatCOLT™). The SatCOLT™s was designed to be rapidly deployed by a small team of trained professionals to provide the same voice and data traffic transmission capabilities as the standards COWs, but use a Geostationary Earth Orbit (GEO) satellite operating in the Ku Band instead of a terrestrial T-1 or microwave connection to transmit to the permanent Sprint Nextel network and the PSTN. SatCOLT™s can support up to four (4) T-1 lines. The other T-1 lines may be used to support remote LAN/WAN, WLAN and video transmission in a variety of situations. SatCOLT™s are most valuable in areas where a terrestrial T-1 backhaul connection is not available or prohibited due to time constraints, geographic location, legal restrictions, or the specific conditions of an emergency situation.

ERT can provide custom infrastructure quotes based on customer specifications to build SatCOLTs that are leased for extended periods or on an event-by-event need support for remote or capacity needs.

Additionally, ERT can provide both temporary and permanent wireless voice and data communications solutions for OCONUS requirements.

Professional Services

ERT provides a wide variety of professional services including Program Design for development of Response Teams, Managed Services to support Commercial Mobile Radio Services for large accounts, Consulting on a technical communications design and impacts, and On-site Technical Support for remote deployments.

- Managed Services offers ERT resources and experience to support the client through the management of Commercial Mobile Radio Services for account management, billing, provisioning, implementation, technical support, programming, and repair
    - Full-time Sprint Nextel ERT member will provide up to 40 hours of Managed Services support per week. The Sprint Nextel employee must work from a Sprint Nextel facility for 8 of the 40 hours per week. ERT will provide a laptop and mobile phone for the employee. *The cost of the Managed Services Contract for the single team member is $120,000 per year*

    - ERT will provide an additional 4 hours per week of service support, for a total of 44 hours per week. Service beyond the 44 hours per week will be billed on an hourly basis, reconciled in arrears on a monthly basis. *The hourly overtime rate is $100 per hour.*

    - The Agency will need to provide cubicle space and connectivity to the Sprint Nextel VPN for the Sprint Nextel provided-laptop. Additional software and hardware tools to execute necessary to carry out the tasks shall be determined and mutually agreed to (e.g., tracking software).

- Agency will reimburse Travel & Lodging Expenses for the Sprint Nextel employee(s) while conducting business on behalf of the Agency. Travel cannot exceed 25% of the monthly regular hours of the Managed Services contract.

- Billing can be provided either monthly or annually for the Managed Services contract, and every effort will be made to accommodate the billing requirements of the Agency.

- Pre-Implementation Services from ERT provide a high level of technical expertise on a variety of wireless communications topics
  - *The cost of the Sprint Nextel ERT Pre-Implementation Fees are $150 per hour per ERT member.*
- On-Site Field Technical Support from ERT provides experienced personnel on remote deployments of temporary infrastructure
  - Full-time Sprint Nextel ERT member will provide availability in the immediate vicinity of the deployment on a 24x7 basis for either SatCOLT or COW remote deployments work.
  - *The cost of the On-Site Field Technical Support for the single team member is based on infrastructure reservation status*
    - *Infrastructure reserved for 6 months or greater: $17,412.17 per month.*
    - *Non-reserved infrastructure: $19,153.38 per month.*

- Network Support
  - Full-time Sprint Nextel member will provide availability for network monitoring of temporary infrastructure for either SatCOLT or COW remote deployments work.
  - *The cost of the Network Support for the single team member is based on infrastructure reservation status*
    - *Infrastructure reserved for 6 months or greater: $14,276.37 per month.*
    - *Non-reserved infrastructure: $15,704.01 per month.*

Equipment Rentals

The ERT Equipment Rental Solution provides a wide array of Sprint Nextel wireless services and handsets for short-term use. Included in the program are both handsets and wireless voice and data services. There are a number of handsets available (agencies that have their own equipment can still use the rental service for airtime only needs) including the ruggedized i355, i325IS and i530 handsets. ERT offers a variety of voice and data service to complement the rental equipment. Voice services include: unlimited Nationwide Direct Connect (in both group or private modes) with options for Priority and Emergency Group Connect features; unlimited Cellular Calling, with an option for unlimited Domestic Long Distance; Voicemail and Caller ID. Data services include: 2Way Messaging and unlimited Packet Data services.

GSA ERT RENTAL PRICING INFORMATION

Product/Service	Daily Price	Includes
Handset (excluding i325IS) Kit	$ 2.50	Rapid Charger, Battery, and Belt Clip
i325IS Kit	$ 6.00	Rapid Charger, Battery, and Belt Clip
Blackberry Kit	$ 3.50	Rapid Charger, 1 Battery, 1 Belt Clip, 1 USB Cable
Air Card	$ 3.50	Air Card and software for loading
Rapid Battery Charger	$ 0.40	
Vehicle Battery Charger	$ 0.50	
Batteries	$ 0.90	
12-Bay Battery Charger	$ 19.00	
36-Bay Battery Charger	$ 30.00	Must include $150.00 shipping fee
Phone number reservation	$ 10.00	Two week reservation per unit
Unlimited Direct Connect	$ 5.00	Unlimted Private & GroupCall
Unlimited Cellular	$ 7.50	Unlimted Cellular Calling (without Long Distance)
Unlimited Cellular Plus	$ 10.00	Unlimted Cellular Calling (Including Unlimited Domestic L
Two Way Messaging	$ 0.25	Unlimited 2Way Messaging
Unlimited Data Plan	$ 6.00	

APPLICABLE DISCOUNTS

Volume Discount Schedule	
0-50	0%
51-100	3%
101-250	6%
251-500	9%
501-1000	12%
1001-1500	15%
1501-2500	18%

Extended Time Discount Schedule	
0-30 Days	3%
31-60 Days	15%
61-90 Days	20%

Entity Discount Schedule	
General Business	5%
Enterprise	10%
Utility	15%
Education	15%
State and Local	15%
Federal	20%

***** Discounts are cumulative and apply to all Equipment Rental Services*****

GO-KIT™ PURCHASE

Go-Kits provide the ability to keep a cache of phones on-hand and ready to be activated quickly for communication during emergencies, preparedness drills or pre-planned events. Wireless service charges only accrue when the phones are activated and in use. The Agency works with their sales representative to choose from a variety of Sprint Nextel phones and accessories at allowable contract price. ERT will procure the required quantity and configuration of the Agency requested rugged, shatter-resistant Stormcase cargo containers. ERT will inventory, package, program, label, charge and ship the Agency phones.

The Sprint Nextel Emergency Response Team Go-Kit

Activation takes three rapid and simple steps:
1. Call ERT's 24x7/365 Support Hotline to initiate activation
2. Your equipment will be activated to your specifications
3. Once activated, your equipment is ready to use

Sprint provides two activation options, depending upon your facilities' individual urgent response needs:

- Option 1: Annual Number Reservation Fee: For $75 per unit per year you can reserve cellular and Walkie-Talkie numbers. So you can activate units rapidly and save valuable time by not having to program or label phones. With numbers reserved, you can publish them in your Emergency Operation Manuals and/or Business Continuity Documents.
- Option 2: Activate as Needed: With no annual fee, your cellular and Walkie-Talkie numbers will be different for every activation. Completing activations will take additional time and you will need to re-program and re-label phones each time they are deployed.

ERT GO-KIT PRICING

Model	Unit Price	Includes/Comments
10 Air Card Ruggedized Stormcase™ Suitcase Style w/o Wheels	$ 187.50	iM2300- Includes: Ruggedized StormcaseTM w/o wheels & foam inserts
30 Unit Ruggedized Stormcase™ Suitcase Style w/o Wheels	$ 322.50	iM2700- Includes: Ruggedized StormcaseTM w/o wheels, foam inserts & accessory containers
30 Unit Ruggedized Stormcase™ Suitcase Style w/ Wheels	$ 330.00	iM2720 MAX- Includes: Ruggedized StormcaseTM w/ wheels, foam inserts & accessory containers
50 Unit Ruggedized Stormcase™ Suitcase Style w/ Wheels	$ 375.00	iM2750/iM2950- Includes: Ruggedized StormcaseTM w/ wheels, foam inserts & accessory containers
36 Bay Battery Charger Customized Stormcase™	$ 420.00	iM2950- Includes: Ruggedized StormcaseTM w/ wheels, foam inserts, battery containers (Does NOT include 36 Bay Charger)

ERT Go-Kit™ Services

Service	Unit Price	Includes/Comments
Annual ERT Number Reseravation Fee	$75.00	Billed Annually to Reserve Phone/Direct Connect Numbers
ERT Go-Kit™ Processing Fee	$3.00	Processing Fee for Inventory and Kitting of Units/Accessories

Infrastructure Leasing

In areas where Sprint Nextel's existing network is unable to provide voice and data services, Sprint Nextel can provide mobile cell sites that extend our standard network coverage area. These mobile cell sites may be either our Cell Sites on Wheels (COWs) or our Satellite-based Cell-On-Light-Truck (SatCOLT™). COWs can be deployed in both urban and rural areas and are linked to a nearby permanent Sprint Nextel cell sites via microwave or terrestrial T-1 facilities. This linkage allows the transmission of voice and data services from a subscriber's handset to the Sprint Nextel network and subsequently the rest of the Public Switched Telephone Network (PSTN). Sprint Nextel has deployed thousands of COWs, some of which have been in heavy use for several months.

Deployment of temporary communications infrastructure to remote locations or enhance capacity and in-building coverage for pre-planned events. Infrastructure includes Cell-On-Wheels (COWs), SatCOLTs and Bi-Directional Amplifying (BDA) systems.

SatCOLT PRICING

		Activation Costs			
Reservation Length	Vehicle Usage (Monthly)	Set-Up Fee (Per Deployment)	Satellite Bandwidth (T1/Month)	24x7 On-Site Support (Monthly)	24x7 Network Support (Monthly)
Non-Reserved	$ 59,353.00	$ 17,488.00	$ 25,000.00	$ 19,153.38	$ 15,704.01
6 Months	$ 56,156.00	$ 16,322.00	$ 21,875.00	$ 17,412.17	$ 14,276.37
12 Months	$ 52,608.00	$ 16,322.00	$ 21,875.00	$ 17,412.17	$ 14,276.37
24 Months	$ 45,025.00	$ 16,322.00	$ 21,875.00	$ 17,412.17	$ 14,276.37
36 Months	$ 37,746.00	$ 16,322.00	$ 21,875.00	$ 17,412.17	$ 14,276.37

Definitions

Vehicle Usage: Contractual obligation to have prioritization of use of SatCOLT when needed.
Activation Costs: Costs incurred to utilize the SatCOLT
Set-Up Fee: Transportation to and from location and technical support to bring SatCOLT on air and integrate into the network
Satellite Bandwidth: Cost per T1 for dedicated Satellite service
On-Site Support: Field Technician to maintain the SatCOLT while on air and support remote deployment requirements
Network Support: Technician at the Sprint Nextel switch to monitor SatCOLT cellular and Direct Connect performance

COW AND BDA PRICING

ITEM	REQUIRED/ OPTIONAL	FIXED / RECURRING	FIXED COST	RECURRING MONTHLY COST
COW Mobilize/De-mobilize	REQUIRED	FIXED	$ 37,500.00	
COW Operational Costs	REQUIRED	RECURRING		$ 14,000.00
Field Operations Support (24x7 on-site/one tech for two facilities)	OPTIONAL	RECURRING		$ 19,153.38
Network Support	REQUIRED	RECURRING		$ 15,704.01
In-Building Enhancements				
Bi-Directional Amplification Antenna System	OPTIONAL	FIXED	Labor & Materials	

On-Site Support: Field Technician to maintain the SatCOLT while on air and support remote deployment requirements
Network Support: Technician at the Sprint Nextel switch to monitor SatCOLT cellular and Direct Connect performance

Service Level Agreements

ERT's equipment rental and infrastructure leasing services can be enhanced and prioritized with Service Level Agreements to ensure a level of support unmatched in telecommunications today.

If the Customer is interested in any of these services, additional terms and conditions shall apply.

Pricing Valid through 12/06, Entities may be required to provide proof of status.

ERT 2006 Equipment and Services Pricing

Product/Service	Daily Price	Includes
Handset (excluding i325IS) Kit	$ 2.50	Rapid Charger, Battery, and Belt Clip
i325IS Kit	$ 6.00	Rapid Charger, Battery, and Belt Clip
Blackberry Kit	$ 3.50	Rapid Charger, 1 Battery, 1 Belt Clip, 1 USB Cable
Air Card	$ 3.50	Air Card and software for loading
Rapid Battery Charger	$ 0.40	
Vehicle Battery Charger	$ 0.50	
Batteries	$ 0.90	
12-Bay Battery Charger	$ 19.00	
36-Bay Battery Charger	$ 30.00	Must include $150.00 shipping fee
Phone number reservation	$ 10.00	Two week reservation per unit
Unlimited Direct Connect	$ 5.00	Unlimted Private & GroupCall
Unlimited Cellular	$ 7.50	Unlimted Cellular Calling (without Long Distance)
Unlimited Cellular Plus	$ 10.00	Unlimted Cellular Calling (Including Unlimited Domestic Long Distance)
Two Way Messaging	$ 0.25	Unlimited 2Way Messaging
Unlimited Data Plan	$ 6.00	

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251-500	9%
501-1000	12%
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1501-2500	18%

Extended Time Discount Schedule	
0-30 Days	3%
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61-90 Days	20%

Entity Discount Schedule	
General Business	5%
Enterprise	10%
Utility	15%
Education	15%
State and Local	15%
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ERT 2006 SatCOLT Deployment Pricing

		Activation Costs			
Reservation Length	Vehicle Usage (Monthly)	Set-Up Fee (Per Deployment)	Satellite Bandwidth (T1/Month)	24x7 On-Site Support (Monthly)	24x7 Network Support (Monthly)
Non-Reserved	$ 59,353.00	$ 17,488.00	$ 25,000.00	$ 19,153.38	$ 15,704.01
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ERT 2006 Infrastructure Deployment Pricing

ITEM	REQUIRED/ OPTIONAL	FIXED / RECURRING	FIXED COST	RECURRING MONTHLY COST
COW Mobilize/De-mobilize	REQUIRED	FIXED	$ 37,500.00	
COW Operational Costs	REQUIRED	RECURRING		$ 14,000.00
Field Operations Support (24x7 on-site/one tech for two facilities)	OPTIONAL	RECURRING		$ 19,153.38
Network Support	REQUIRED	RECURRING		$ 15,704.01
In-Building Enhancements				
Bi-Directional Amplification Antenna System	OPTIONAL	FIXED	Labor & Materials	

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ERT 2006 Go-Kit™ Pricing

Stormcase™ Information

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10 Air Card Ruggedized Stormcase™ Suitcase Style w/o Wheels	$ 187.50	iM2300- Includes: Ruggedized StormcaseTM w/o wheels & foam inserts
30 Unit Ruggedized Stormcase™ Suitcase Style w/o Wheels	$ 322.50	iM2700- Includes: Ruggedized StormcaseTM w/o wheels, foam inserts & accessory containers
30 Unit Ruggedized Stormcase™ Suitcase Style w/ Wheels	$ 330.00	iM2720 MAX- Includes: Ruggedized StormcaseTM w/ wheels, foam inserts & accessory containers
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ERT Go-Kit™ Services

Service	Unit Price	Includes/Comments
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ERT 2006 Professional Services Pricing

Short Description	Fee	Type	Long Description
On-Site Professional Services	$ 150.00	Hourly	Provide technical and consultative support for use of Sprint Nextel Emergency Response Team deployed units during Field Training Exercises, Agency Specific Events, and National Special Security Events.
Programming	$ 15.00	Per unit	Fee for unit programming. Initial programming requirements included in standard ERT deployments (FTX, ASES, and NSSE), however re-programming requests will be charged additional rate.
Communications System Planning	$ 15,000.00	Fixed plus Travel and Expense	Provide personnel to conduct a review of current levels of technical and operational interoperability; evaluate systems in comparison to established criteria for individual communications systems; and provide recommendations for improvements in current communications systems and interoperability as it relates to Emergency Preparedness and the Incident Command Structure.

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EXHIBIT C

END USER AGREEMENT
FOR
WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICES
CW05-02

THIS END USER AGREEMENT (hereinafter the "Agreement") is entered into this ____ day of _____, 20__ (hereinafter the "Effective Date") by and between Sprint Solutions, Inc., d/b/a Sprintwith a mailing address c/o Sprint at 2001 Edmund Halley Drive, Reston, VA 20191 (hereinafter referred to as "Contractor"), and _____ with an office at _____ (hereinafter the "END USER"), under the Houston-Galveston Area Council of Governments ("H-GAC") Contract for Wireless Telecommunications Equipment and Services No. N40054240, dated [June 1_, 2005] (hereinafter the "H-GAC Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Service(s)") to H-GAC End User participants who have entered into an Interstate Interlocal Contract, including but not limited to, departments, agencies, authorities, commissions, boards, counties, cities, townships and other political subdivisions. End User and Contractor are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

1. Authority to Purchase. By signing below, the End User represents and warrants that it is eligible and authorized to purchase Equipment and Services through the H-GAC Contract. End User agrees upon Contractor's request to furnish Contractor with documentation to demonstrate the End User is authorized to participate under the H-GAC Contract pursuant to an Interlocal Contract with H-GAC.

2. Equipment and Services. Upon execution by the Parties of this Agreement, and confirmation of End User's authorization as provided in Section 1 above to Contractor's satisfaction, the End User shall be authorized to submit purchase orders for the purchase of Contractor's Equipment and/or Services. The End User acknowledges and agrees that all purchase orders for Equipment and Service issued by the End User pursuant to this Agreement are subject to the terms and conditions of Attachment A and Exhibit B to the H-GAC Contract. Any terms and conditions contained in a purchase order or in any acknowledgment or acceptance of a purchase order that are inconsistent with, or in addition to (except as required by law) the terms and conditions of this Agreement shall be null and void. In the event of a conflict between this Agreement and the H-GAC Contract, the terms and conditions of the H-GAC Contract shall have precedence.

3. Term. The term for which Services shall be provided by Contractor shall commence on the Effective Date and continue for a period of [_____] months **[Minimum of 12]** from the Effective Date. Thereafter, this Agreement shall automatically renew for an additional one-year period unless either Party notifies the other in writing at least 30 days prior to the end of the initial 12-month period. Upon expiration of this Agreement, the Parties may agree to extend this Agreement as mutually agreed by the Parties provided that the H-GAC Contract is still in effect. Notwithstanding the foregoing, in the event that the H-GAC Contract terminates for any reason or expires, and this Agreement is still in effect, this Agreement will continue pursuant to its terms for the stated duration pursuant to the terms set forth in Attachment A to the H-GAC Contract.

4. Incorporation by Reference. Attachment A to the H-GAC Contract as may be amended from time-to-time, including all Attachments and Exhibits and Exhibit B to the H-GAC Contract, is hereby incorporated by reference into this Agreement with the same force and effect as if it were given in full text.

5. H-GAC Not Liable for End User Purchases. Contractor and End User acknowledge and agree that End User shall be solely liable for all Equipment and Services ordered or purchased under this Agreement or any purchase order issued by the End User pursuant to this Agreement and in no event that H-GAC be liable for any End User's obligations hereunder.

6. Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law principles.

7. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, facsimile with correct answerback, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

End User:
[insert information]

Contractor:
Sprint Solutions, Inc.
2001 Edmund Halley Drive
Mail Stop A2-5
Reston, VA 20191
Attn: Public Sector
Senior Contracts Manager

8. Entire Agreement. This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

[End User]
Sprint Solutions, Inc.

By:_____

Name:_____

Title:_____

Date:_____

By:_____

Name: H. Leon Frazier

Title: Vice President

Date:_____

Pricing Valid through 12/06, Entities may be required to provide proof of status.

ERT 2006 Infrastructure Deployment Pricing

ITEM	REQUIRED/ OPTIONAL	FIXED / RECURRING	FIXED COST	RECURRING MONTHLY COST
COW Mobilize/De-mobilize	REQUIRED	FIXED	$ 37,500.00	
COW Operational Costs	REQUIRED	RECURRING		$ 14,000.00
Field Operations Support (24x7 on-site/one tech for two facilities)	OPTIONAL	RECURRING		$ 19,153.38
Network Support	REQUIRED	RECURRING		$ 15,704.01
In-Building Enhancements				
Bi-Directional Amplification Antenna System	OPTIONAL	FIXED	Labor & Materials	

Proprietary and Confidential.

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ERT 2006 SatCOLT Deployment Pricing

		Activation Costs			
Reservation Length	Vehicle Usage (Monthly)	Set-Up Fee (Per Deployment)	Satellite Bandwidth (T1/Month)	24x7 On-Site Support (Monthly)	24x7 Network Support (Monthly)
Non-Reserved	$ 59,353.00	$ 17,488.00	$ 25,000.00	$ 19,153.38	$ 15,704.01
6 Months	$ 56,156.00	$ 16,322.00	$ 21,875.00	$ 17,412.17	$ 14,276.37
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Vehicle Usage: Contractual obligation to have prioritization of use of SatCOLT when needed.
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Satellite Bandwidth: Cost per T1 for dedicated Satellite service
On-Site Support: Field Technician to maintain the SatCOLT while on air and support remote deployment requirements
Network Support: Technician at the Sprint Nextel switch to monitor SatCOLT cellular and Direct Connect performance

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ERT 2006 Professional Services Pricing

Short Description	Fee	Type	Long Description
On-Site Professional Services	$ 150.00	Hourly	Provide technical and consultative support for use of Sprint Nextel Emergency Response Team deployed units during Field Training Exercises, Agency Specific Events, and National Special Security Events.
Programming	$ 15.00	Per unit	Fee for unit programming. Initial programming requirements included in standard ERT deployments (FTX, ASES, and NSSE), however re-programming requests will be charged additional rate.
Communications System Planning	$ 15,000.00	Fixed plus Travel and Expense	Provide personnel to conduct a review of current levels of technical and operational interoperability; evaluate systems in comparison to established criteria for individual communications systems; and provide recommendations for improvements in current communications systems and interoperability as it relates to Emergency Preparedness and the Incident Command Structure.

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ERT 2006 Go-Kit™ Pricing

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Air Card	$ 3.50	Air Card and software for loading
Rapid Battery Charger	$ 0.40	
Vehicle Battery Charger	$ 0.50	
Batteries	$ 0.90	
12-Bay Battery Charger	$ 19.00	
36-Bay Battery Charger	$ 30.00	Must include $150.00 shipping fee
Phone number reservation	$ 10.00	Two week reservation per unit
Unlimited Direct Connect	$ 5.00	Unlimted Private & GroupCall
Unlimited Cellular	$ 7.50	Unlimted Cellular Calling (without Long Distance)
Unlimited Cellular Plus	$ 10.00	Unlimted Cellular Calling (including Unlimited Domestic Long Distance)
Two Way Messaging	$ 0.25	Unlimited 2Way Messaging
Unlimited Data Plan	$ 6.00	

Volume Discount Schedule	
0-50	0%
51-100	3%
101-250	6%
251-500	9%
501-1000	12%
1001-1500	15%
1501-2500	18%

Extended Time Discount Schedule	
0-30 Days	3%
31-60 Days	15%
61-90 Days	20%

Entity Discount Schedule	
General Business	5%
Enterprise	10%
Utility	15%
Education	15%
State and Local	15%
Federal	20%

***** Discounts are cumulative and apply to all Rental Services*****

Proprietary and Confidential.

Pricing does not constitute a quote or for services from Sprint Nextel ERT. All quotes for services will be provided by ERT at Customer Request.

Pricing Valid through 12/06, Entities may be required to provide proof of status.

ERT 2006 Equipment and Services Pricing

Product/Service	Daily Price	Includes
Handset (excluding i325iS) Kit	$ 2.50	Rapid Charger, Battery, and Belt Clip
i325iS Kit	$ 6.00	Rapid Charger, Battery, and Belt Clip
Blackberry Kit	$ 3.50	Rapid Charger, 1 Battery, 1 Belt Clip, 1 USB Cable
Air Card	$ 3.50	Air Card and software for loading
Rapid Battery Charger	$ 0.40	
Vehicle Battery Charger	$ 0.50	
Batteries	$ 0.90	
12-Bay Battery Charger	$ 19.00	
36-Bay Battery Charger	$ 30.00	Must include $150.00 shipping fee
Phone number reservation	$ 10.00	Two week reservation per unit
Unlimited Direct Connect	$ 5.00	Unlimted Private & GroupCall
Unlimited Cellular	$ 7.50	Unlimted Cellular Calling (without Long Distance)
Unlimited Cellular Plus	$ 10.00	Unlimted Cellular Calling (including Unlimited Domestic Long Distance)
Two Way Messaging	$ 0.25	Unlimited 2Way Messaging
Unlimited Data Plan	$ 6.00	

Volume Discount Schedule	
0-50	0%
51-100	3%
101-250	6%
251-500	9%
501-1000	12%
1001-1500	15%
1501-2500	18%

Extended Time Discount Schedule	
0-30 Days	3%
31-60 Days	15%
61-90 Days	20%

Entity Discount Schedule	
General Business	5%
Enterprise	10%
Utility	15%
Education	15%
State and Local	15%
Federal	20%

***** Discounts are cumulative and apply to all Rental Services*****

Proprietary and Confidential.

Pricing does not constitute a quote or for services from Sprint Nextel ERT. All quotes for services will be provided by ERT at Customer Request.

AMENDMENT NO. 02

TO

CONTRACT FOR WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICES

A CONTRACT (NO. CW05-02) BETWEEN

HOUSTON-GALVESTON AREA COUNCIL

AND

SPRINT SOLUTIONS, INC.

THIS AMENDMENT NO. 02 (the "Amendment") is made effective as of the 15th day of May, 2007 (the "Effective Date") and is attached to and forms a part of that certain Service Agreement by and between **Sprint Solutions, Inc.**, hereinafter referred to as CONTRACTOR, having a place of business at 111 Congress Avenue, One Congress Plaza, Suite 1650, Austin, TX 78701 and **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston Texas 77027, dated June 20, 2005, as amended (the "Agreement"). **CONTRACTOR** and **H-GAC** are sometimes referred to herein individually as a "Party" or collectively as the "Parties." Unless otherwise defined in this Amendment, capitalized terms shall have the meaning set forth in the Agreement.

WHEREAS, the Parties desire to make certain changes to the Agreement as set forth herein.

NOW THEREFORE, the Parties hereby agree as follows:

1. Agreement Modification.

   Article 1. Scope of Services. The term of the Agreement, as amended, is extended through May 31, 2009.

2. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized representatives as of this Amendment's Effective Date.

Houston-Galveston Area Council,
Houston, Texas

Jack Steele, Executive Director

DATE: 5/23/07

Sprint Solutions, Inc,
Austin, Texas

H. Leon Frazier, Vice President, Public Sector

DATE: May 15, 2007

Sprint — Approved as to Legal Form
HRF — 11 May 2007

AMENDMENT NO. 03

TO
CONTRACT FOR WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICES
(CONTRACT NO. CW05-02)
BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
AND
SPRINT SOLUTIONS, INC.

THIS AMENDMENT NO. 03 (the "Amendment") is made effective as of the 2nd day of August, 2007 (the "Effective Date") and is attached to and forms a part of the Agreement for Wireless Telecommunications Equipment and Services (the "Agreement") by and between Sprint Solutions, Inc. ("Sprint"), having a place of business at 111 Congress Avenue, One Congress Plaza, Suite 1650, Austin, TX 78701 and Houston-Galveston Area Council of Governments ("H-GAC"), having its principal place of business at 3555 Timmons Lane, Suite 120, Houston Texas 77027, dated June 20, 2005, as amended. Sprint and H-GAC are sometimes referred to herein individually as a "Party" or collectively as the "Parties." Unless otherwise defined in this Amendment, capitalized terms shall have the meaning set forth in the Agreement.

WHEREAS, the Parties desire to make certain changes to the Agreement as set forth herein.

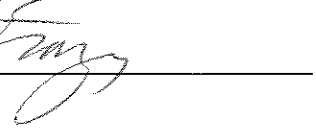
NOW THEREFORE, the Parties hereby agree as follows:

1. Agreement Modification.

   Exhibit C. End User Agreement. Exhibit C, as amended and attached hereto, is reproduced in its entirety in this Agreement.

2. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized representatives as of this Amendment's Effective Date.

HOUSTON-GALVESTON AREA COUNCIL		**SPRINT SOLUTIONS, INC.**	
By:		By:	
Name:	Jack Steele	Name:	H. Leon Frazier
Title:	Executive Director	Title:	Senior Vice President
Date:	8-14-07	Date:	August 3, 2007
Address:	3555 Timmons Lane, Suite 120	Address:	2001 Edmund Halley Drive
	Houston, TX 77027		Reston, VA 20191

Sprint — Approved as to Legal Form
HRF — 03 Aug 2007

EXHIBIT C

END USER AGREEMENT
FOR
WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICES
CW05-02

THIS END USER AGREEMENT (hereinafter the "Agreement") is entered into this _____ day of _____, 20__ (hereinafter the "Effective Date") by and between Sprint Solutions, Inc., d/b/a Sprint with a mailing address c/o Sprint at 2001 Edmund Halley Drive, Reston, VA 20191 (hereinafter referred to as "Contractor"), and _____ with an office at _____ (hereinafter the "END USER"), under the Houston-Galveston Area Council of Governments ("H-GAC") Contract for Wireless Telecommunications Equipment and Services No., CW05-02 dated June 1, 2005 (hereinafter the "H-GAC Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Service(s)") to H-GAC End User participants who have entered into an Interstate Interlocal Contract, including but not limited to, departments, agencies, authorities, commissions, boards, counties, cities, townships and other political subdivisions. End User and Contractor are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

1. Authority to Purchase. By signing below, the End User represents and warrants that it is eligible and authorized to purchase Equipment and Services through the H-GAC Contract. End User agrees upon Contractor's request to furnish Contractor with documentation to demonstrate the End User is authorized to participate under the H-GAC Contract pursuant to an Interlocal Contract with H-GAC.

2. Equipment and Services. Upon execution by the Parties of this Agreement, and confirmation of End User's authorization as provided in Section 1 above to Contractor's satisfaction, the End User shall be authorized to submit purchase orders for the purchase of Contractor's Equipment and/or Services. The End User acknowledges and agrees that all purchase orders for Equipment and Service issued by the End User pursuant to this Agreement are subject to the terms and conditions of Attachment A and Exhibit B to the H-GAC Contract. Any terms and conditions contained in a purchase order or in any acknowledgment or acceptance of a purchase order that are inconsistent with, or in addition to (except as required by law) the terms and conditions of this Agreement shall be null and void. In the event of a conflict between this Agreement and the H-GAC Contract, the terms and conditions of the H-GAC Contract shall have precedence.

3. Additional Equipment and Services. Upon execution of this Agreement, the END USER has the option to purchase additional equipment and services that are offered by third-party vendors, through this Agreement as permitted under the H-GAC Contract ("Additional Equipment and Services"). The Additional Equipment and Services may be invoiced separately from Contractor's Equipment and Services. The End User acknowledges and agrees that all purchase orders for Additional Equipment and Services are subject to the assigned third party vendors' terms and conditions incorporated by reference to the H-GAC Contract. By execution of this Agreement, the additional terms and conditions of the assigned third party vendor shall govern the Additional Equipment and Services provided to the END USER but shall not supercede the terms and conditions of the H-GAC Contract.

4. Term. The term for which Services shall be provided by Contractor shall commence on the Effective Date and continue for a period of [_____] months **[Minimum of 12]** from the Effective Date. Thereafter, this Agreement shall automatically renew for an additional one-year period unless either Party notifies the other in writing at least 30 days prior to the end of the initial 12-month period. Upon expiration of this Agreement, the Parties may agree to extend this Agreement as mutually agreed by the Parties provided that the H-GAC Contract is still in effect. Notwithstanding the foregoing, in the

event that the H-GAC Contract terminates for any reason or expires, and this Agreement is still in effect, this Agreement will continue pursuant to its terms for the stated duration pursuant to the terms set forth in Attachment A to the H-GAC Contract.

5. Incorporation by Reference. Attachment A to the H-GAC Contract as may be amended from time-to-time, including all Attachments and Exhibits and Exhibit B to the H-GAC Contract, is hereby incorporated by reference into this Agreement with the same force and effect as if it were given in full text.

6. H-GAC Not Liable for End User Purchases. Contractor and End User acknowledge and agree that End User shall be solely liable for all Equipment and Services ordered or purchased under this Agreement or any purchase order issued by the End User pursuant to this Agreement and in no event that H-GAC be liable for any End User's obligations hereunder.

7. Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law principles.

8. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, facsimile with correct answerback, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

End User:
[insert information]

Contractor:
Sprint Solutions, Inc.
2001 Edmund Halley Drive
Reston, VA 20191
Attn: Public Sector
Contracts Manager

9. Entire Agreement. This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

[End User]	**Sprint Solutions, Inc.**
By:_____	By:_____
Name:_____	Name: H. Leon Frazier_____
Title:_____	Title: Senior Vice President_____
Date:_____	Date:_____

AI-7018 **7.A.**

Youth Services Amendment
CC REGULAR

Date: 12/18/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Amendment No. 1 to reduce the Subrecipient Agreement with the Mid Valley Boys & Girls Club (Youth Services) from $93,907.00 to $75,904.60 for Urban County Program Year 20 (2007).

BACKGROUND

The amendment is necessary because the City of Mercedes opted to terminate its funding portion of the subrecipient agreement and youth services will now be provided by the city as of December 18, 2007.

(See the attachments)

Fiscal Impact

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/12/2007 11:12 AM	APRV
2	Ivan Cantu	Ivan Cantu	12/12/2007 11:17 AM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 04:14 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 04:30 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 04:32 PM	APRV

Form Started By: Estella Webber Started On: 12/11/2007 04:46 PM

Final Approval Date: 12/14/2007

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 1 7618

ate: December 5, 2007 Meeting Date Request: December 18, 2007

Deadline for Action: December 18, 2007 Contact Person: *Diana R. Serna*

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director :

Caption:

The Urban County Program requests approval of Amendment No. 1 to reduce the Sub recipient Agreement with the Mid Valley Boys & Girls Club (Youth Services) from $93,907.00 to $75,904.60 for Urban County Program Year 20 (2007).

Background:

The amendment is necessary because the city of Mercedes opted to terminate its funding portion of the subrecipient agreement and youth services will now be provided by the city as of December 18, 2007. (See the attached Amended Exhibits).

Sub recipient:	Mid Valley Boys & Girls Club-Mercedes Unit	
Original Agreement	Hidalgo County Precinct #1	10,000.00
	City of Mercedes	11,907.00
Total Funding for the Mercedes Unit:		$21,907.00

Amended Agreement Amounts:

Hidalgo County Pct. #1	**$1,723.02**
City of Mercedes	**$2,181.52**
Amendment Total:	**$3,904.60**

Sub recipient:	Mid Valley Boys & Girls Club-Weslaco Unit	
Original Agreement:	Hidalgo County Precinct #1	10,000.00
	City of Weslaco	42,000.00
Total Funding for the Weslaco Unit:		**$52,000.00**

NO CHANGES TO WESLACO UNIT

Sub recipient:	Mid Valley Boys & Girls Club-Donna Unit	
Original Agreement:	Hidalgo County Precinct #1	$10,000.00
	City of Donna	$10,000.00
Total Funding for the Donna Unit:		**$20,000.00**
Original Agreement Amount:		**$93,907.00**

NO CHANGES TO DONNA UNIT

Amended Amount $75,904.60

Deputy Director _____ Manager: _____ Finance: _____

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

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

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

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____.

c:\wpwin60\wpdocs\agreqfrm.wpd

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

AMEMENDMENT NO. 1
SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the 18th day of December, 2007, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and the Mid-Valley Boys & Girls Club hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached **Exhibit A** "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A** "Statement of Work" for and in consideration of payment in the amount of Seventy- Five Thousand Nine Hundred & Four Dollars and Sixty Cents ($75,904.60), and as delineated in **Exhibit B-1** "Grant Budget" and **B-2** "Payment Schedule".

SUBRECIPIENT agrees to notify **ENTITY**, in writing, of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit C** "Schedule of Activity" of this Agreement, and shall notify **ENTITY**, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such schedule of activity.

Initials _____

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in **Exhibit D "Records and Reports"** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a). **SUBRECIPIENT** shall attend an orientation after the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit E** "Requests for Payments" of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by 15th of each month an accounting of program income through financial records outlined in **Exhibit D**. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds will be returned to **ENTITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600

SECTION VIII
Uniform Administrative Requirements

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in **Exhibit F** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a122/a122.html

http://www.whitehouse.gov/omb/circulars/a021/a021.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

http://www.whitehouse.gov/omb/circulars/a110/a110.html

Recipients and sub recipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in **Exhibit G** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a087/a087-all.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, **SUBRECIPIENT** must, within six (6) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **If the SUBRECIPIENT expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt SUBRECIPIENT, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the most recent fiscal year ended** Further, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquires regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, (web page link provided above) if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through G.**

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT. SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and the Mid-Valley Boys & Girls Club.

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on **Exhibit A.**

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

Initials _____

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY.**

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A**, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

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

No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to **ENTITY**:	If to **SUBRECIPIENT**:
COUNTY OF HIDALGO	Mid-Valley Boys & Girls Club
Urban County Program	
1916 Tesoro Blvd.	P.O. Box 1011
Pharr, TX 78577	Weslaco, Texas 78596
Email: ucp@bizrgv.rr.com	E-mail: bgcweslaco@hotmail.com
Phone # (956) 787-8127	Phone: # (956) 968-2504
Fax # (956) 787-5291	Fax #: (956) 968-2504

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

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

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the **18th day of December, 2007**, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **30th day of May, 2008.**

Approved and signed this 5th day of December 2007.

Authorized Official

SUBRECIPIENT Firm Name: Mid Valley Boys & Girls Club
Address: P.O. Box 1101
City/State/Zip: Weslaco Texas 78596
Fed. I.D. # or Soc. Sec. #: 74-2995632
DUNS #: 154063861

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

David Fox, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this 5th day of December, 2007.

(SEAL) SYLVIA M. MARTINEZ
MY COMMISSION EXPIRES
October 26, 2011

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness

Diana R. Serna, Director

Exhibit A
MERCEDES PCT. 1
Statement of Work

Describe the type and amounts of services provided by our agency that will result from the use of grant Funds.

The funding of **$ $1,723.02** will:
1. Unit Coordinator $14.42
2. Recreational Leader $6.00 (1)
3. Social security Taxes

The following services will be performed in the following manner:
1. Provide Guidance in behavior and promote, social education, vocational, and character Development of boys and girls.
2. Provide Educational enhancement of computer applications
3. Provide community-wide programs such as flag football, t-ball, slow-pitch, and senior softball And pee-wee basketball, gymnastics, volleyball, and teen basketball league.
4. Enhance leadership skill and provide opportunities for planning, decision-making and Contributing to the club and the community
5. Provide opportunities for career explorations.
6. Provide a highly enriched remedial program, which concentrates in reading, writing, and Arithmetic, arts & crafts, outdoor and environmental education, liberal arts and music.
7. Provide Preventive programs such as "Smart Moves": which deal with alcohol abuse, Drug abuse, pregnancy prevention, violence prevention, gangs, and school dropouts.
8. Provide guidance and counseling for the youth who are referred to Club for the community.

The following services will be expanded /added as a result of C.D.B.G. fund expenditures:
1. Promote Membership
2. Expend the number of members participating daily.
3. Help at risk youth realize their potential growth and development.
4. Extend our services to teens.
5. Teen outreach program.
6. Violence prevention program.
7. on the job training.

The following type of beneficiaries will be served:
1. at risk youth 5-18 years of age.
2. Low income children
3.
4.

The services will be provided at the following address/location(s):
1. 701 Mathis, Mercedes , Texas

Initials _____

Exhibit B-1

Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries for 1)Unit Coordinator, (1) Recreational Leader	$1,723.02
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 1723.02**

Initials _____

EXHIBIT B-2

PAYMENT SCHEDULE

2007 - 2008 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2007		
August 2007	$1,208.39	Salaries
September 2007	$ 514.63	Salaries
October 2007		
November 2007		
December 2007		
January 2008		
February 2008		
March 2008		
April 2008		
May 2008		
June 2008		
TOTALS:	$1723.02	Salaries

Initials _____

Exhibit C
Schedule of Activity

Sub recipient hereby agrees to perform services as outlined in Exhibit A.

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

2007 - 2008 **For the months of....**	**Number of Beneficiaries**	**Services**
July 2007		
August 2007	95	Five Service Core Program
September 2007	24	Five Service Core Program
October 2007		
November 2007		
December 2007		
January 2008		
February 2008		
March 2008		
April 2008		
May 2008		
Total Unduplicated Year:	119	

Initials _____

EXHIBIT D
RECORDS & REPORTS INSTRUCTIONS

When requesting payment, attach the CDBG Request Form (signed by the Authorized Individual in original ink) with the following documents:

- Copies of program applications, timesheets, verbal quotations, invoices, and other supporting documentation (such as sales receipts and 941 IRS quarterly reports)
- Copies of cancelled checks or bank statements

A **Monthly Activity Report** must be submitted to the Community Development Department accompanying each request for payment form. Each activity report must have the following items:

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
  - Benefits Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities

- **Number of Persons Assisted with New Access to Service/Benefit**

- **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

- **Number of Low-Mod Beneficiaries**

- **Racial Data**
  - White
  - Black/African American
  - Asian
  - American Indian/Alaskan Native
  - Native Hawaiian/Other Pacific Islander
  - Asian & White
  - Black & White
  - Am. Indian/Alaskan Native & White
  - Black/African American & White
  - Other Multi-Racial

- **Number of Hispanics Served**

- **Number of Persons Served Living with a Disability**

- **Number of Female Head of Households**

- **Specific Income Levels of persons or households with the categories of extremely low, low, moderate and non-low income.**

- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How funds used made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, awards, etc.)
  - **Program Pictures**: Agency agrees to submit pictures of their program activities prior to the end date of this Agreement.

3. All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

   - Written agreements must be retained for four (4) years after the agreement terminates.
   - If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
   - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

4. Subrecipient must maintain proper financial records.

EXHIBIT E
REQUESTS FOR PAYMENT

1) SUBRECIPIENT shall submit monthly reimbursement requests for payment. SUBRECIPIENT shall submit copies of cancelled checks and other supporting documentation along with each monthly reimbursement request. As per Section IV of this Agreement, CITY shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

2) SUBRECIPIENT shall submit monthly reimbursement requests and reports on the CDBG Reimbursement Request Form along with supporting documentation no later than the **15th of every month**. Reimbursement checks generally will be mailed out within fourteen working days. Monthly Requests received after the due date will not be processed until the following week and reimbursement checks will not be available until two weeks after the day of receipt.

Initials RF

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

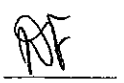
Initials 

Exhibit A
CITY OF MERCEDES
Statement of Work

Describe the type and amounts of services provided by our agency that will result from the use of grant Funds.

The funding of **$ $2,181.58** will :
1. Attendence Clerk/ Program leader $6.00 (1)
2. Recreational Leader $6.00 (2)
3. Recreational Leader $6.25 (1)
4. Social Security Tax
5.

The following services will be performed in the following manner:
1. Provide Guidance in behavior and promote, social education, vocational, and character Development of boys and girls.
2. Provide Educational enhancement of computer applications
3. Provide community-wide programs such as flag football, t-ball, slow-pitch, and senior soft Bal and pee-wee basketball, gymnastics, volleyball, and teen basketball league.
4. Enhance leadership skill and provide opportunities for planning, decision-making and Contributing to the club and the community
5. Provide opportunities for career explorations.
6. Provide a highly enriched remedial program, which concentrates in reading, writing, and Arithmetic, arts & crafts, outdoor and environmental education, liberal arts and music.
7. Provide Preventive programs such as "Smart Moves": which deal with alcohol abuse, Drug abuse, pregnancy prevention, violence prevention, gangs, and school dropouts.
8. Provide guidance and counseling for the youth who are referred to Club for the community.

The following services will be expanded /added as a result of C.D.B.G. fund expenditures:
1. Promote Membership
2. Expend the number of members participating daily.
3. Help at risk youth realize their potential growth and development.
4. Extend our services to teens.
5. Teen outreach program.
6. Violence prevention program.
7. on the job training.

The following type of beneficiaries will be served:
1. at risk youth 5-18 years of age.
2. Low income children
3.
4.

The services will be provided at the following address/location(s):
1. 701 Mathis, Mercedes , Texas

Initials DF

Exhibit B-1

Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries for Three employees: (1) Clerk/Program Leader,(3) Recreational Leader to include Fringe Benefits.	$ 2,181.58
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 2,181.58**

Initials _____

PAYMENT SCHEDULE

2007 - 2008 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2007		
August 2007	$825.14	Salaries & Fringe Benefits
September 2007	$1356.44	Salaries & Fringe Benefits
October 2007		
November 2007		
December 2007		
January 2008		
February 2008		
March 2008		
April 2008		
May 2008		
June 2008		
TOTALS:	$2181.58	

Exhibit C
Schedule of Activity

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

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

2007 - 2008 **For the months of....**	**Number of Beneficiaries**	**Services**
July 2007		
August 2007	89	Five Service Core Programs
September 2007	19	Five Service Core Programs
October 2007		
November 2007		
December 2007		
January 2008		
February 2008		
March 2008		
April 2008		
May 2008		
Total Unduplicated Year:	108	

EXHIBIT D
RECORDS & REPORTS INSTRUCTIONS

When requesting payment, attach the CDBG Request Form (signed by the Authorized Individual in original ink) with the following documents:

- Copies of program applications, timesheets, verbal quotations, invoices, and other supporting documentation (such as sales receipts and 941 IRS quarterly reports)
- Copies of cancelled checks or bank statements

A **Monthly Activity Report** must be submitted to the Community Development Department accompanying each request for payment form. Each activity report must have the following items:

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
  - Benefits Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities

- **Number of Persons Assisted with New Access to Service/Benefit**

- **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

- **Number of Low-Mod Beneficiaries**

- **Racial Data**
  - White
  - Black/African American
  - Asian
  - American Indian/Alaskan Native
  - Native Hawaiian/Other Pacific Islander
  - Asian & White
  - Black & White
  - Am. Indian/Alaskan Native & White
  - Black/African American & White
  - Other Multi-Racial

- **Number of Hispanics Served**

- **Number of Persons Served Living with a Disability**

- **Number of Female Head of Households**

- **Specific Income Levels of persons or households with the categories of extremely low, low, moderate and non-low income.**

- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How funds used made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, awards, etc.)
  - **Program Pictures**: Agency agrees to submit pictures of their program activities prior to the end date of this Agreement.

3. All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

   - Written agreements must be retained for four (4) years after the agreement terminates.
   - If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
   - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

4. Subrecipient must maintain proper financial records.

EXHIBIT E
REQUESTS FOR PAYMENT

1) SUBRECIPIENT shall submit monthly reimbursement requests for payment. SUBRECIPIENT shall submit copies of cancelled checks and other supporting documentation along with each monthly reimbursement request. As per Section IV of this Agreement, CITY shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

2) SUBRECIPIENT shall submit monthly reimbursement requests and reports on the CDBG Reimbursement Request Form along with supporting documentation no later than the **15th of every month**. Reimbursement checks generally will be mailed out within fourteen working days. Monthly Requests received after the due date will not be processed until the following week and reimbursement checks will not be available until two weeks after the day of receipt.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-7045 **7.B.**

Amend. Approval - Mercedes
CC REGULAR

Date: 12/18/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Consideration and Approval of an amendment to the Urban County City of Mercedes Year 20 (2007) CDBG workplan allowing program change to include the Mercedes Recreational Center for funding as a Youth Services.

BACKGROUND

Urban County Program (Mercedes) is requesting approval of the Program Amendment for Program Year 20 (2007) to provide additional Youth Services through the Mercedes Recreational Center. The Mid-Valley Boys & Girls Club was overseeing the Mercedes Youth Services, however, on October 1, 2007, the City of Mercedes opted to serve the youth though it's own recreational center. A public hearing was held on November 6 2007 at 6:30 p.m. and citizen participation requirements have been met.

See attached detailed amendment.

Fiscal Impact

Attachments

Link: prog. amend.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/12/2007 02:05 PM	APRV
2	Erika Reyna	Erika Reyna	12/13/2007 08:51 AM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 05:19 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 05:20 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:32 PM	APRV

Form Started By: Estella Webber — Started On: 12/12/2007 11:23 AM

Final Approval Date: 12/14/2007

CITY OF MERCEDES TEXAS

Queen City of the Rio Grande Valley

December 5, 2007

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

Re: Program Amendment

Dear Mrs. Serna:

Please allow this letter to serve as authorization to place a request before the County Commissioner's Court for a program amendment to the City of Mercedes Urban County Program Fiscal Year 20 (2007). The proposed program amendment will add a new project to the Youth Services line item to fund the Mercedes Recreational Center. The funding will be utilized for the purchase of recreational equipment and supplies for the development of programs. A public hearing was held on November 6, 2007 no comments were offered, therefore the Mercedes City Commission approved the progarma amendment.

Thank you in advance for your assistance, and should you have any questions or require further information please do not hesitate to contact me at (956) 565-3114, Ext. 129.

Sincerely,

Ricardo Garcia by OR.

Ricardo Garcia
City Manager

Cc: Tony Barco, UC Manager
Lupita Garcia, UC Coordinator
File

DEC 5

The Monitor November 2, 2007

PUBLIC HEARING NOTICE
CITY OF MERCEDES
URBAN COUNTY PROGRAM

Published On: November 2, 2007

PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of **Mercedes** will conduct a Public Hearing to solicit input from interested parties on the City's proposed program amendment to its Urban County Program, **Fiscal Year 20 (2007)**.

The Public Hearing will be held on, **November 6, 2007** at **6:30 P.M.** at the **Mercedes** City Hall, **400 S. Ohio St., Mercedes, Texas 78570**

Existing	Year 19 (2007) Activities	Proposed
$310,575.00	Street Improvements	$310,575.00
$ 5,280.00	Senior Services	$ 5,280.00
$ 11,907.00	Youth Services	$ 11,907.00
$ 4,477.00	Public Services (General)	$ 4,477.00
$ 5,280.00	Fire Station Equipment	$ 5,280.00
$ 8,052.00	Parks, Recreational Facilities	$ 8,052.00
$ 1,781.00	General Administration	$ 1,781.00
$347,352.00	**Total**	**$347,352.00**

The proposed Program Amendment will add a new project to the Youth Services Line Item to fund the Mercedes Recreational Center, which will be utilized for the purchase of recreational equipment and supplies for the development of programs.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en español para aquellas personas que asi lo deseen.

For more information, please come by our office or call **(956) 565-3114.** Written comments may be forwarded to:

Mayor Joel Quintanilla
City of Mercedes
400 S. Ohio Street
Mercedes, Texas 78570

AI-7089 **7.C.**

Lease Agr. - Pct. 1
CC REGULAR

Date: 12/18/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting approval to award the lowest quote and enter into a lease agreement with H & V Equipment for the use of a Champion 710A Motorgrader and an Ingram AP-915 Pneumatic Roller for up to three months in the amount of $6,900.00 per month. The equipment will be utilized for the Urban County Pct. 1 2006 (Year 19) & 2007 (Year 20) Street Improvements Project being undertaken as a force account project.

BACKGROUND

Three quotes were received for the leasing of a Champion 710A Motograder and an Ingram AP-915 Pneumatic Roller to be utilized for street improvements under the 2006 (Year 19) & 2007 (Year 20) work plan. H & V Equipment submitted the lowest quote of $6,900 per month for both items up to three months. See attached quotes.

Lease Agreement Amount:	$ 6,900.00 per month up to three (3) months
Funds Available:	$ 27,900.07 (2006 FY 19)
	$607,505.00 (2007 FY 20)

Fiscal Impact

Attachments

Link: project - Pct. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2007 08:36 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/13/2007 10:02 AM	NEW-R

Form Started By: Estella Webber — Started On: 12/12/2007 05:04 PM

Final Approval Date: 12/14/2007

11-14-07
As per Mr. Bevco,
← Camera's will not be allowed.

Office of the Chief of S
Precinct One

11-14-07
Pct. 1 must contact Co. personnel office to publish positions needed.

Memo

To: Linda Sandoval, Urban County Coordinator

From: Joseph Palacios, Chief of Staff, Pct. One J.P.

CC: Juan Ybarra, CDBG Coordinator, Pct. One

Lupe Rangel, Grants Specialists, Pct. One

Date: November 14, 2007

Re: Items to rent/purchase for Streets Project

Attached please find form UCA-5 which displays price quotes for the rental of a motrorgrader and a roller for the Precinct One Streets Projects. The recommended low bidder is H&V Equipment in Progresso, Texas.

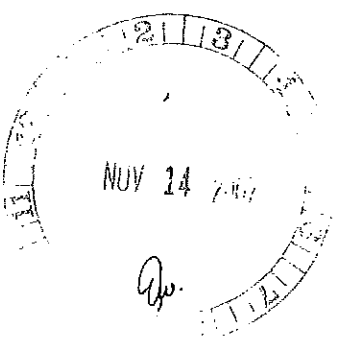
Also please find a description of a digital camera which is needed for the project and we would request your assistance in procuring properly for that item.

In addition there are two job descriptions for three positions we need for three months:

Heavy Equipment Operator II	(2) positions	$12.80 per hour x 40 hrs per week x 3 months
Maintenance I	(1) position	$9.92 per hour x 40 hrs per week x 3 months

Please place these items on the Commissioner's Court Agenda for November 20, 2007 if needed.

If you have any questions please do not hesitate to contact me at (956) 968-8733.



URBAN COUNTY PROGRAM
COUNTY OF HIDALGO

Request: Price Quotations

VENDOR #1 Name: H&V Equipment Person Contacted: Thad Moore

Phone No: 956-565-3788 Address: P.O. Box 905 Progresso, Texas

Item#	Quantity	Description	Amount
	1	Champion 710 A Motorgrader ($4950 Monthly Rental) x 3 mo.	$14,850.00
	1	AP 915 Roller ($1950 monthly Rental) x 3 mo.	$5,850.00
			$ 20,700.00

VENDOR #2 Name: Anderson Equipment Person Contacted: Stanly K. Parry

Phone No: 956-781-5995 Address: P.O.Box 662

Item#	Quantity	Description	Amount
	1	Motorgrader; 170HP, 37000 lb Class ($5100 monthly rental) x 3 mo.	$15,300.00
	1	Hypac C530 AHRoller/Compactor ($2100 monthly rental) x 3 mo.	$6,300.00
			$21,600.00

VENDOR #3 Name: Romco Person Contacted: Andy Ramos

Phone No: 956-369-1227 Address: Kansas Rd. La Feria, Texas

Item#	Quantity	Description	Amount
	1	VM G940 Motorgrader ($5000 monthly rental) x 3 mo.	$15,000.00
	1	IR PT125 Roller ($2290 monthly rental) x 3 mo.	$6,870.00
			$21,870.00

Recommendation: H&V Equipment

See Attached Back up

Requested by: Joseph Palacios **Approved by:** Joseph Palacios

Date _____ Date 11/14/07

Form UCA - 5

H & V Equipment, Inc.
P.O. Box 909
Progreso, TX 78579

13-November-07

HIDALGO COUNTY PCT. #1
1902 JOE STEPHENS AVENUE
WESLACO, TEXAS 78596

Attn. Joseph Palacios / Roman Rodriguez

H & V Equipment, Inc is pleased to quote you the following Champion 710A Motorgrader. The following quote is a per month rental rate for a 3 month rental period.

One Champion 710A Motorgrader : Enclosed Cab, A/C, Scarifier, 12' Blade, Very low hours, Excellent Condition, 1998 Model

Monthly Rental:	$ 4,950.00
Total Rental for 3 months:	$ 14,850.00

Thank you for the business you have given us in the past, and for the opportunity to quote these machine.

Yours truly,

Thad R Moore

Thad R. Moore

H & V Equipment, Inc.
P.O. Box 909
Progreso, TX 78579

13-November-07

HIDALGO COUNTY PCT. #1
1902 JOE STEPHENS AVENUE
WESLACO, TEXAS 78596

Attn. Joseph Palacios / Roman Rodriguez

H & V Equipment, Inc is pleased to quote you the following INGRAM AP 915 Pneumatic Roller. The following quote is a per month rental rate for a 3 month rental period.

One New INGRAM AP-915 Pneumatic Roller 9 Wheel Roller, Articulated, Water System, Mats, Cummins Diesel, 15 Ton Capacity, 2007 Model

Monthly Rental:	$ 1,950.00
Total Rental for 3 months:	$ 5,850.00

Thank you for the business you have given us in the past, and for the opportunity to quote these machine.

Yours truly,

Thad R Moore

Thad R. Moore

Anderson Equipment Co.

700 W. Expressway 83
P. O. Box 662
Pharr, TX 78577-0662
Tel: (956) 781-5995
Fax: (956)781-5999

Rental Quotation

FOR:

Hidalgo Co. Pct. #1
1904 Joe Stephens
Weslaco, TX 78596

DATE: 11/13/07

QTY	DESCRIPTION	WEEK	MONTH
1	Motorgrader; 170HP, 37,000lb. Class		$ 5,100.00
	Subject to Availability		
	Price does not include hauling		

Comments:

Sales Rep: Stanley K. Parry

Anderson Equipment Co.

700 W. Expressway 83
P. O. Box 662
Pharr, TX 78577-0662
Tel: (956) 781-5995
Fax: (956)781-5999

Rental Quotation

FOR:

Hidalgo Co. Pct. #1
1904 Joe Stephens
Weslaco, TX 78596

DATE: 11/13/07

QTY	DESCRIPTION	WEEK	MONTH
1	Hypac C530AH Roller/Compactor		$ 2,100.00
	Subject to Availability		
	Price does not include hauling		

Comments:

Sales Rep: Stanley K. Parry

ROMCO EQUIPMENT CO.

5151 Cash Road, Dallas, TX 75247
1350 N. E. Loop 820, Fort Worth, TX 76106
1042 S. E. Loop 412, San Antonio, TX 78220
2116 E. Loop 281, Longview, TX 75605
Expwy 83 at Kansas City Rd., LaFeria, TX 78559
1150 West Old Settlers Blvd., Round Rock, TX 78681
1 Mile West of I-45 on FM 164, Buffalo, TX 75831
8450 Breen, Houston, TX 77064

QUOTATION # 2023

TO: Roman Rodriguez
Hidalgo County Pct # 1
973-7804 Fax

DATE: 11-13-07

ROMCO Equipment Co. is pleased to offer the following equipment for your consideration:

☐ CASH ☑ RENTAL ☐ RPO

	DESCRIPTION	RENTAL RATE	PRICE
1	VM 6940 Motorgrader	monthly	5,000.00
1	IR PT125 Roller	monthly	2290.00
	Plus freight to job site		

Expected delivery is _____ after receipt of order. F.O.B. _____

Price does not include applicable sales or use taxes. The above price is valid for 30 days unless specifically extended by ROMCO Equipment Co. All rental rates are for single shift (176 hours per month) unless specifically noted. Rental purchases do not include interest charges which will be added at time of conversion.

We appreciate the opportunity to present this quotation and we look forward to serving you. If you have any questions, please call me at (956) 369-1227.

Sincerely,

Andy Ramos
ROMCO Equipment Co. Sales Representative

CUSTOMER

AI-7024 **8.A.**

Resolution

CC REGULAR

Date: 12/18/2007
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Submitted For: Gloria Rodriguez
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Consideration and approval of a resolution for the use of local dedicated vehicle registration fund for congestion relief in Hidalgo County.

BACKGROUND

Item is being placed again on the agenda due to a no action on 12/11/07. Court will conduct a workshop 12/18/07 to further elaborate on the Orders effect on future direction.

Fiscal Impact

Attachments

Link: Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/12/2007 09:50 AM	APRV
2	Rey Salazar	Rey Salazar	12/12/2007 04:27 PM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 05:31 PM	APRV
4	Purchasing Department		12/14/2007 05:37 PM	NEW

Form Started By: Roxanne De La Garza
Started On: 12/12/2007 09:07 AM
Final Approval Date: 12/14/2007

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ORDER AUTHORIZING THE PLEDGE OF THE $10 OPTIONAL VEHICLE REGISTRATION FEE AND COMMITTING NOT TO RESCIND THE FEE UNTIL THE OCCURRENCE OF CERTAIN EVENTS

WHEREAS, at a duly called and noticed meeting on August 14, 2007, the Commissioners Court of Hidalgo County (the "Commissioners Court"), pursuant to Section 502.1725 of the Texas Transportation Code (the "Provision"), adopted an order (the "Adoption Order") authorizing the adoption and implementation of the Optional Vehicle Registration Fee referred to in the Provision in the amount of $10.00 (the "Fee") to be effective on January 1, 2008; and

WHEREAS, prior to September 1, 2007, the County notified the Texas Department of Transportation of the adoption of the Fee; and

WHEREAS, the Provision requires that Hidalgo County remit the revenue from the Fee to the Hidalgo County Regional Mobility Authority (the "Authority") to fund long-term transportation projects in Hidalgo County; and

WHEREAS, the Authority has committed to develop the Hidalgo County Loop Project (the "Project"), a long-term transportation project in Hidalgo County; and

WHEREAS, the Project will benefit the County and its residents through improved mobility, increased safety, enhanced economic development, and expansion of the tax base which will result in increased revenues to support the County and the provision of services to residents; and

WHEREAS, in order to advance the Project, the Authority, on its own or through an entity created by the Authority, intends to issue debt with a maximum repayment term of no more than forty (40) years in one or more lawful forms, including, individually or in combination, bonds, a State Infrastructure Bank Loan, and/or a bank loan (the "RMA Debt") to obtain funding necessary to develop the Project; and

WHEREAS, the Authority intends to pledge the Fee revenue to secure payment of the RMA Debt; and

WHEREAS, the RMA Debt shall be a limited obligation of the Authority, payable solely from Fee revenues and, at the Authority's option, other sources of revenue

available to the Authority, and the RMA Debt shall not be an obligation or payable from taxes or any other revenues of the County; and

WHEREAS, the Commissioners Court now desires to supplement the Adoption Order to confirm that the Authority will pledge Fee revenue to secure payment of the RMA Debt for so long as the RMA Debt is outstanding;

THEREFORE, BE IT NOW ORDERED BY THE HIDALGO COUNTY COMMISSIONERS COURT, that the Hidalgo County additional vehicle registration Fee may be pledged for the payment of RMA Debt issued to fund work on the Project by the Hidalgo County Regional Mobility Authority as follows:

1. The County hereby acknowledges and consents to the Authority's pledge of the Fee revenue to secure payment of the principal of, premium, if any, and interest on the RMA Debt provided such debt does not have a term in excess of forty (40) years and provided such debt is used to fund development of the Project which will benefit the County and its residents.

2. The County hereby agrees that (i) the Fee shall be in effect from and after January 1, 2008; (ii) the County shall pay the Fee receipts to the Authority promptly upon receipt; and (iii) the County shall not rescind the Adoption Order or this Order (or modify either of them in any way that would adversely affect the Authority's pledge of the Fee revenues or the holders of the RMA Debt) or adopt any other order or take any other action to remove or rescind the Fee, until the earliest of:

   (a) the date on which all principal of, premium, if any, and interest on the RMA Debt is paid in full through additional Project financing sources, revenues from operation of all or part of the Project, or any other source of revenue used to satisfy the RMA Debt, and the RMA Debt is no longer outstanding;

   (b) the date on which the RMA Debt matures, all principal of, premium, if any, and interest on the RMA Debt is paid in full, and all RMA Debt is no longer outstanding; or

   (c) December 31, 2008, but only if RMA Debt secured by the Fee revenue has not been issued by that date.

3. This Order shall be in effect from and after the date of its adoption.

WHEREUPON MOTION MADE BY COMMISSIONER _____ AND SECONDED BY COMMISSIONER _____, THE ORDER AUTHORIZING THE PLEDGE OF THE $10 OPTIONAL VEHICLE REGISTRATION FEE AND COMMITTING NOT TO RESCIND THE FEE UNTIL THE OCCURRENCE

OF CERTAIN EVENTS was passed on a vote of _____ for and _____ against. This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER in the official minutes of the Commissioners Court.

Approved and signed this _____ day of _____, 2007.

_____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

AUSTIN: 0053682.00002: 374050v1

AI-7103 **8.B.**

Resolution Renaming Emergency Management
CC REGULAR

Date: 12/18/2007
Submitted By: Gloria Rodriguez, COUNTY JUDGE
Submitted For: Gloria Rodriguez
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Resolution authorizing the renaming of the Hidalgo County Division of Emergency Management and Fire Marshal's Office to Hidalgo County Division of Homeland Security

BACKGROUND

Fiscal Impact

Attachments

Link: Emergency Management

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2007 02:22 PM	APRV
2	Dale Kennan	Dale Kennan	12/13/2007 03:14 PM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 04:47 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 04:48 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV

Form Started By: Gloria Rodriguez Started On: 12/13/2007 11:54 AM

Final Approval Date: 12/14/2007

RESOLUTION

WHEREAS, the mission of Hidalgo County Division of Emergency Management §418.002.7, Texas Government Code, is to serve the citizens of Hidalgo County by providing an emergency management system embodying all aspects of preparedness and postdisaster response; and

WHEREAS, Hidalgo County Fire Marshal's Office §352.011, Local Government Code, is responsible for investigation of fires, arson investigation and inspection/review of plan for fire or life safety hazards; and

WHEREAS, Hidalgo County Division of Emergency Management and Fire Marshal's Office demonstrate to Hidalgo County constituents, mitigation and preparation for potential emergencies; and

WHEREAS, Hidalgo County Division of Emergency Management and Fire Marshal's Office are both committed to prevent loss of lives and property through coordination of an integrated emergency management system with all emergency response organizations; and

WHEREAS, the U.S. Department of Homeland Security and the Texas Governor's Division of Emergency Management appropriate resources to accomplish the aforementioned goals of Hidalgo County Division of Emergency Management and Fire Marshal's Office, to jurisdictions with a local Department of Homeland Security; and

WHEREAS, Hidalgo County would only benefit from any resources that could be obtained for training, communications, mitigation, recovery, equipment and community outreach; and

NOW, THEREFORE, THE COUNTY COMMISSIONERS OF HIDALGO COUNTY do hereby resolve to rename Hidalgo County Division of Emergency Management and Fire Marshal's Office, to Hidalgo County Division of Homeland Security, composed of Emergency Management and Fire Marshal.

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

J.D. SALINAS III
County Judge

SYLVIA S. HANDY
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

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

Attest:

ARTURO GUAJARDO, JR.
County Clerk

AI-7047 **9.A.**

Planning Department

CC REGULAR

Date: 12/18/2007
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Information

CAPTION

1. Preliminary Approval
   a. Oak Hill Ranch Phase 2 Subdivision Pct. 1 (Jack McClelland)
   b. Las Dianas No. 1 Subdivision Pct. 3 (Diana Izaguirre)
   c. Ruben Rodriguez Subdivision Pct. 3 (Ruben Rodriguez)
   d. Sunset Valley Subdivision Pct. 1 (Jose Sandoval)

2. Final Approval
   a. Replat of Lot 61, Salida del Sol Estates Ph. 3 Pct. 3 (Mario Flores)
   b. Resubd. of Lot 140, Salida Del Sol Estates Pct. 3 (Mario Flores)
   c. Salida Del Sol Estates Phase 4 Pct. 3 (Mario Flores) (Jara Chinas & FM 2221)

3. Partial Release of Letter of Credit
   a. Lantana Acres No. 6 Subdivision - Pct. 4 (Richard Ruppert)

4. Release of Letter of Credit
   a. Taurus Estates No. 21 Subdivision Pct. 3 (Leonel Bazan)

5. Reimbursement of a Cash Deposit
   a. B. Farias Subdivision Pct. 3 (Baldemar Farias)

BACKGROUND

Fiscal Impact

Attachments

Link: Oakhill Ranch Ph. 2 - Preliminary
Link: Oak Hill Ranch 2;Plat
Link: Las Dianas No. 1 - Prelim.
Link: Las Dianas No 1;Plat
Link: Ruben Rodriguez - Preliminary
Link: Ruben Rodriguez;Plat
Link: Sunset Valley - Preliminary

Link: Sunset Valley;Plat
Link: Lot 61, Salida del Sol -Final
Link: Lot 61, Salida del Sol;Plat
Link: Lot 140, Salida del Sol - Final
Link: Resub of Lot 140, Salida;Plat
Link: Salida del Sol Ph. 4 - Final
Link: Salida del Sol 4;Plat
Link: Lantana Acres 6; 2nd rel.
Link: Taurus 21;release
Link: B Farias - 1st reimburse.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2007 08:05 AM	APRV
2	Rey Salazar	Rey Salazar	12/13/2007 10:19 AM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 05:18 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 05:18 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:32 PM	APRV

Form Started By: Nora Cavazos Started On: 12/12/2007 11:32 AM

Final Approval Date: 12/14/2007

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: December 18, 2007

RE: **Oak Hill Ranch Phase 2 Subdivision– Pct. 1**
Preliminary Approval

Oak Hill Ranch Phase 2 Subdivision is a sixty five (65) lot subdivision located at the Northwest intersection of FM 88 and Mile 20 North Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on December 6, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 21 Road and thirty (30) feet on Mile 20 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 20 North Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **December 12, 2007** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Oak Hill Ranch Phase II 1st Review** **Page** 1 of 2

This form lists the documents lacking during the process of seeking subdivision approval. The County official receiving a document should upon its receipt fill out and initial an entry for the items lacking and then write the log number on the document. If needed use more than one line for the description.

Item Log #	Description of Item	Date	Logger's Initials
A	**1ST SHEET COMMENTS:** PLAT NOTES: 5) correct minimum finish floor note (see attachments) 6)provide a permanent benchmark with in this subdivision 7) Correct drainage detention cubic feet and acre feet as per approved drainage report. 8) Correct letter "A" note "ossf system is being designed for disposal.."(see redlines) 10) correct sheet number Note 15 & 16 do not apply to this subdivision See attachments for additional plat notes # no access will be allowed onto mile 20 and 21 line from lots 102,74, &75 # private subdivision note.	12-05-07	CP
B	Provide new ROW & HCHD Certification	"	"
C	On index to sheet Sh-1 add HCDD#1, HCHD, ROW Certifications Sh-2 add subdivider certificate and statement	"	"
D	Please provide correct wording for a private owners dedication (see attachments)	"	"
E	**2nd, 3rd & 4th SHEET COMMENTS:** Provide owners' name and document number for all adjoiners	"	"
F	Provide a curve data chart, and label curbs on drawing.	"	"
G	Provide street names and verify them with 911 departments also dimension street length to all intersections.	"	"
H	Show total square footage and acreage for all lots	"	"
I	Provide 50x50 corner clip for lot 75 & 102 and 25x25 corner clips on lots 88 &89. Dimension all corner clips and provide bearing	"	"
J	Label counties road and provide additional row	"	"
K	Easements should be labeled on all sheets	"	"
L	On 3rd sheet correct bolded line running between lots 61-64 & 60	"	"
M	**5th SHEET COMMENTS:** Correct all sheet numbers (the whole set of plans)	"	"
N	Show ossf assign area on all the lots	"	"

LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW

Name of Subdivision: **Oak Hill Ranch Phase II 1st Review** **Page** 2 of 2

O	Provide north arrow and scale	"	"
P	On water engineer report please complete all street names to coincide with drawing describe how the waterline runs along the proposed streets there are no fire hydrants shown on drawing as per report please correct	"	"
Q	All modification on the sewer and water engineer report must be reflected on the Spanish version.	"	"
R	**6th SHEET COMMENTS:** show names, dimension width and condition on all existing roads even if they are not open, and if any road is not paved a 1/3 escrow will be required.	"	"
S	Provide a drainage easement for storm line running thru lot 72	"	"
T	Provide 2 cross section detail for discharge onto detention ponds.	"	"
U	Provide legend for existing structures.	"	"
V	Show natural ground water flow arrows on drawing.	"	"
W	Correct north arrow for this layout.	"	"
X	**Submit the following to our office** **offsite storm plan for review** **NOI application** **Approved drainage report** **Soil testing** **Discharge permits**	"	"
Y	**Submit a set of plans to the ROW DEPT. for their review and clearance.**	"	"
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		

SUBDIVISION PLAT OF:

OAK HILL RANCH PHASE II

A 179.16 ACRE TRACT OF LAND BEING ALL OF LOTS 1 AND 20 THRU 26, OAK HILL RANCH PHASE I, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 52, PAGES 161-165, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND 140.84 ACRES OUT OF LOTS 4, 5, 12, AND 13, BLOCK 78, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1572966, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 179.16 ACRE TRACT OF LAND BEING ALL OF LOTS 1 AND 20 THRU 26, OAK HILL RANCH PHASE I, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 52, PAGES 161-165, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND 140.84 ACRES OUT OF LOTS 4, 5, 12, AND 13, BLOCK 78, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1572966, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF LOT 13 AND IN THE CENTERLINE OF MILE 20 NORTH ROAD (RAMSEYER ROAD) FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 80°40'09"W (MAP RECORD: N 80°40'W), 740.12 FEET FROM THE SOUTHEAST CORNER OF LOT 13.

THENCE; N 80°40'09"W (MAP RECORD: N 80°40'W), ALONG THE SOUTH LINE OF LOTS 13 AND 14, AND THE CENTERLINE OF MILE 20 NORTH ROAD (RAMSEYER ROAD), A DISTANCE OF 559.88 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°20'E, ALONG THE EAST RIGHT OF WAY LINE OF A FORTY FOOT COUNTY ROAD (NOT OPEN), PASSING A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 20 NORTH ROAD (RAMSEYER ROAD), A TOTAL DISTANCE OF 5,280.25 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 4 AND IN THE CENTERLINE OF MILE 21 NORTH ROAD (NOT OPEN) FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°40'E, ALONG THE NORTH LINE OF LOT 4 AND THE CENTERLINE OF MILE 21 NORTH ROAD (NOT OPEN), A DISTANCE OF 1,320.00 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPS 4856 SET FOR THE NORTHEAST CORNER OF LOT 4 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°20'W, ALONG THE EAST LINE OF LOTS 4 AND 5, A DISTANCE OF 1,681.47 FEET TO A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF LOT 27, OAK HILL RANCH PHASE I AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 80°40'W, ALONG AN EXTERIOR LINE OF LOT 27, OAK HILL RANCH PHASE I, A DISTANCE OF 32.18 FEET TO A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF SAID LOT 27 AND IN INTERIOR CORNER OF THIS TRACT.

THENCE; S 009°20'W, ALONG THE WEST LINE OF LOT 27, OAK HILL RANCH PHASE I, A DISTANCE OF 48.70 FEET TO A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF LOT 27 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 80°40'E, ALONG THE NORTH LINE OF LOT 28 AND THE SOUTH LINE OF LOT 27, OAK HILL RANCH PHASE I, A DISTANCE OF 1,322.18 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE WEST RIGHT OF WAY LINE OF OAK HILL DRIVE FOR THE NORTHEAST CORNER OF LOT 28, THE SOUTHEAST CORNER OF LOT 27 AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 09°20'W, ALONG THE EAST LINE OF LOTS 20 THRU 26, OAK HILL RANCH PHASE I AND THE WEST RIGHT OF WAY LINE OF OAK HILL DRIVE, A DISTANCE OF 1,182.00 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF LOT 20, OAK HILL RANCH PHASE I AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 80°40'W, ALONG THE SOUTH LINE OF LOT 20, OAK HILL RANCH PHASE I, A DISTANCE OF 1,322.18 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF LOT 20 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 09°20'W, ALONG THE WEST LINE OF OAK HILL RANCH PHASE I, A DISTANCE OF 1,458.00 FEET TO A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF OAK HILL RANCH PHASE I AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 80°40'W, ALONG AN EXTERIOR LINE OF OAK HILL RANCH PHASE I, A DISTANCE OF 707.95 FEET TO A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE NORTHWEST CORNER OF LOT 2, OAK HILL RANCH PHASE I AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 09°20'W, ALONG THE WEST LINE OF LOT 2, OAK HILL RANCH PHASE I, PASSING AT 690.00 FEET THE NORTH RIGHT OF WAY LINE OF MILE 20 NORTH ROAD (RAMSEYER ROAD), A TOTAL DISTANCE OF 710.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 179.16 ACRES OF LAND MORE OR LESS.

BEARINGS IN THIS METES AND BOUNDS DESCRIPTION ARE IN ACCORDANCE WITH OAK HILL RANCH PHASE I, RECORDED IN VOLUME 52, PAGES 161-165, MAP RECORDS, HIDALGO COUNTY, TEXAS.

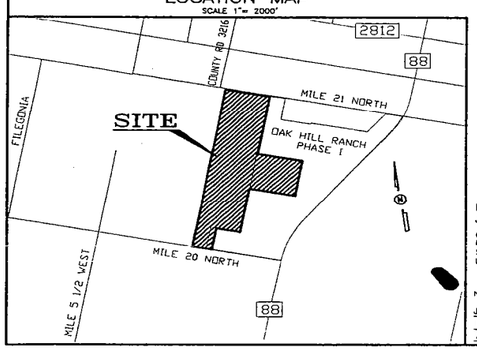
STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

10-29-07
DATE

LOCATION MAP
SCALE 1"= 2000'



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

OAK HILL RANCH PHASE II, IS LOCATED IN THE EAST HIDALGO COUNTY ON THE NORTHWEST INTERSECTION OF F.M. 88 AND MILE 20 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ELSA ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ELSA (POPULATION 6,458). OAK HILL RANCH PHASE II, LIES APPROXIMATELY 2.07 MILES FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S TWO-MILE ETJ UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PRECINCT No. 1.

Name	Address	City & Zip	Phone	Fax
JACK McCLELLAND, OWNER	2614 W. FREDDY GONZALEZ DRIVE	EDINBURG, TX. 78539	(956)318-0956	(956)316-4547
EULALIO RAMIREZ, P.E.	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
ALFONSO QUINTANILLA, R.P.L.S.	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.

COMMUNITY-PANEL NUMBER 480334 0350 C
MAP REVISED: NOVEMBER 15, 1982 (LOMR DATE MAY 17, 2001)
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
C.P.N. 480334 0350 C ; NOVEMBER 15, 1982 (LOMR DATE MAY 17, 2001) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.- LEGEND ● - DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

3.- SETBACKS: MINIMUM REQUIREMENTS-OWNER MAY DESIGNATE STRICTER REQUIREMENTS.

FRONT	100.00 FEET
REAR	15.00 FEET
SIDE	20.00 FEET
CORNER SIDE	20.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

4.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
THIS IS A GATED COMMUNITY RESTRICTED TO ONLY SINGLE FAMILY RESIDENTIAL USE. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL.) APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED INSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV.=67.04 IRON ROD FOUND ON THE INTERSECTION OF THE NORTH R.O.W. OF MILE 20 NORTH ROAD AND THE WEST R.O.W. OF F.M. 88. NAVD 88 DATUM.
B.M. No.2: ELEV.= 60.91 IRON ROD FOUND ON THE INTERSECTION OF MILE 21 NORTH ROAD AND F.M. 88. NAVD 88 DATUM

7.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 853,311.53 CUBIC FEET - 19.59 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 8.

8.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT. AN EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10.- JACK McCLELLAND, THE OWNER & SUBDIVIDER OF OAK HILL RANCH PHASE II, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 6 OF THIS PLAT.

11.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

12.- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14.- DETENTION AREA WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

15.- NO ACCESS WILL BE ALLOWED ONTO F.M. 88 FROM LOTS 12, 13, AND 42-46.

16.- AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF OAK HILL RANCHES PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 2008.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF OAK HILL RANCHES PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 2008.

HIDALGO COUNTY HEALTH INSPECTOR — DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this___ day of _____ 20__.

JACK McCLELLAND, OWNER
2614 W. FREDDY GONZALEZ DRIVE
EDINBURG TX, 78539

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

INDEX OF SHEETS

SHEET 1-5.- HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; COUNTY JUDGE APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; NORTH ALAMO WSC STATEMENT HCDD No. 1 CERTIFICATE; HC RIGHT OF WAY CERTIFICATE & APPROVAL. HC HEALTH DEPARTMENT CERTIFICATE & APPROVAL.

SHEET 6-7.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION)

SHEET 8-9.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND

18.- ALL LOTS IN OAK HILL RANCH PHASE II ARE HEREBY GRANTED A DRAINAGE EASEMENT WITH RESPECT TO SURFACE WATER RUN - OFF FROM ALL LOTS IN OAK HILL RANCH PHASE II TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DETENTION PONDS" AREA. HOME OWNERS' ASSOCIATION OF OAK HILL RANCH PHASE II, ITS ASSIGNS, AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT AS THE DETENTION PONDS AREA, IS RESPONSIBLE FOR THE MAINTENANCE OF THE DETENTION PONDS. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 ("DRAINAGE DISTRICT") AND / OR THE OWNERS' ASSOCIATION, MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE OWNERS' ASSOCIATION. IN THE EVENT THE DEVELOPER PROVIDES THE COUNTY AND THE DRAINAGE DISTRICT WRITTEN EVIDENCE, IN A FORM ACCEPTABLE TO THE COUNTY AND THE DRAINAGE DISTRICT, IN ITS SOLE AND ABSOLUTE DISCRETION, THAT THE DETENTION PONDS AREA DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING OAK HILL RANCH PHASE II BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN OAK HILL RANCH PHASE II, THE COUNTY AND THE DRAINAGE DISTRICT IS HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN OAK HILL RANCH PHASE II ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DETENTION PONDS PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

19.- DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

20.- FIRE HYDRANTS ARE PLACED IN THIS SUBDIVISION AT THE REQUEST OF THE DEVELOPER.
THE PRESENCE OF THE FIRE HYDRANTS DOES NOT GUARANTEE THEY WILL FUNCTION PROPERLY DURING A FIRE, AND THE ENGINEER DOES NOT WARRANT OR IMPLY THEY WILL.

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

I, JACK McCLELLAND, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE OAK HILL RANCH PHASE II, GRANT AN EASEMENT TO THE COUNTY OF HIDALGO AND THOSE WHO MAY NOW OR HEREAFTER HOLD RIGHTS ESTABLISHED BY THE COUNTY OF HIDALGO AND STATE OF TEXAS. THE USE OF THE STREETS AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE COUNTY OF HIDALGO, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE COUNTY OF HIDALGO AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE§S 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET. THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

JACK McCLELLAND, OWNER — DATE
2614 W. FREDDY GONZALEZ DRIVE
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personaly appeared JACK McCLELLAND proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____day of _____. 20__.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2008.

LILIA A. QUINTANILLA- NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the OAK HILL RANCH PHASE II , was reviewed and approved by the Hidalgo County Commissioners Court on _____ , _____.

Hidalgo County Judge — Date

ATTEST: _____
Hidalgo County Clerk — Date

COUNTY CLERK'S RECORDING CERTIFICATE

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

_____
Hidalgo County Clerk

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

EULALIO RAMIREZ
P.E. No. 77062

12-7-07
DATE

SHEET 1 OF 9

FILENAME :F:\DATA\SUBDMS\HIDALGO CO.\OAK HILL RANCH PH II\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
MARCH 22, 2005	B. GARZA		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
11-18-05			

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527

16

13

14

LOT LINE

SET 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

S 80°40' E 1300.00'

20.00' EXIST. 40.00' ROAD R.O.W.

EXIST. 40.00' ROAD R.O.W.

SET 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

℄ MILE 21 LINE

20.00' ADDITIONAL R.O.W. DEDICATED TO THIS PLAT

20.00' DRAINAGE EASEMENT

15.00' UTILITY EASEMENT

20.00' DRAINAGE EASEMENT

15.00' UTILITY EASEMENT

SCALE: 1" = 100'

5280.25'

1881.47'

75	3.70 AC.	74	3.64 AC.
76	2.54 AC.	73	2.50 AC.
77	2.54 AC.	72	2.50 AC.
78	2.54 AC.	71	2.50 AC.
79	2.54 AC.	70	2.50 AC.
80	2.54 AC.	69	2.50 AC.
81	2.54 AC.	68	2.50 AC.
82	2.54 AC.	67	2.50 AC.
83	2.54 AC.	66	2.50 AC.
84	2.54 AC.	65	2.50 AC.

4

EXIST. 40.00' ROAD R.O.W. (NOT OPEN)

LOT LINE

LOT LINE

15.00' EXCLUSIVE EASEMENT TO N.A.W.S.C.

15.00' EXCLUSIVE EASEMENT TO N.A.W.S.C.

MATCHLINE A–A

OAK HILL RANCH PHASE I RECORDED IN VOLUME 52, PAGES 161–165, MAP RECORDS, HIDALGO COUNTY, TEXAS.

OAK HILL RANCH PHASE I RECORDED IN VOLUME 52, PAGES 161–165, MAP RECORDS, HIDALGO COUNTY, TEXAS.

N 80°40' W 32.18'

S 09°20' W

FND. 1/2" X 24" IRON RODS WITH PLASTIC CAP STAMPED RPLS 4856

S 80°40' E

33 32 31 30 29 28 27

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFREDO QUINTANILLA
R.P.L.S. NO. 4856

10-29-07
DATE

SUBDIVISION PLAT OF:

OAK HILL RANCH PHASE II

A 179.16 ACRE TRACT OF LAND BEING ALL OF LOTS 1 AND 20 THRU 26, OAK HILL RANCH PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 52, PAGES 161-165, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND 140.84 ACRES OUT OF LOTS 4, 5, 12, AND 13, BLOCK 76, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1572986, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

EDUAUD RAMIREZ
P.E. No. 77692

12-7-07
DATE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527

INDEX MAP

MILE 21 NORTH ROAD

ONE

MILE 20 NORTH ROAD

FILENAME: I:\DATA\SURVEY\HIDALGO CO\OAK HILL RANCH PH II\ADJ\RANCH-PLAT	
DATE PREPARED	OCT. 29, 2007
DATE REVISED	
PREPARED BY	LUPE
CHECKED BY	
REVISED BY	
APPROVED BY	
CHECKED BY	
APPROVED BY	

SHEET 1 OF

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: December 18, 2007

RE: **Las Dianas No. 1 Subdivision– Pct. 3**
Preliminary Approval

Las Dianas No. 1 Subdivision is a twenty seven (27) lot subdivision located 3000 feet North of Mile 7 North Road and West of the Brushline Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 7, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on Brushline Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Aniceto Izaguirre and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by La Joya Water Supply Corporation. There is an existing eight (8) inch waterline on Abram Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **December 12, 2007** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW

Name of Subdivision: **Las Dianas No. 1 Subd. 1st Review** **Page** 1 of 2

This form lists the documents lacking during the process of seeking subdivision approval. The County official receiving a document should upon its receipt fill out and initial an entry for the items lacking and then write the log number on the document. If needed use more than one line for the description.

Item Log #	Description of Item	Date	Logger's Initials
A	**1ST SHEET COMMENTS:** Provide all adjoiner owners' name and document number.	11-28-07	CP
B	Provide a stub out to the south at 600 feet from Brushline Rd.	"	"
C	Label distance between internal street intersections	"	"
D	Label additional right of way to be dedicated by this plat.	"	"
E	Show total existing right of way for Brushline Rd.	"	"
F	Only show existing structures on 3rd sheet	"	"
G	Also show on plat the 20.0 ft drainage easement running between lots 6 &7 and 21 & 22 as per 3rd sheet.	"	"
H	Label total canal right of way and mention to who does canal belong too w/document number.	"	"
I	PLAT NOTES: 3) correct minimum finish floor (see attachments) 7) show __?__ acre feet detention 9) provide elevation and datum for bm#1 and a 2nd permanent benchmark within the subdivision (conc. slab w/disk) 16) add to this note the following " if lots 1& 27 are commercial they will not have access thru NANI ST. or if used for residential, lots will have no access thru Brushline Rd. 21)mention who will be responsible to pay LJWSC fees See attachments for additional plat note: #) all public utilities easements……	"	"
J	Correct monument labels to coincide with metes and bounds description, and label point of beginning.	"	"
K	On location of subdivision correct local government code to 212.001 and label that its city of mission five mile ETJ	"	"
L	Provide index to sheet chart (see attachment)	"	"
M	Provide contact information for surveyor on principal contact chart.	"	"
N	Provide ROW and Health dept. certification	"	"
O	**2ND SHEET COMMENTS:** Will there be any fire hydrants? If so please show them with their flange elevation.	"	"
P	Show total existing ROW	"	"

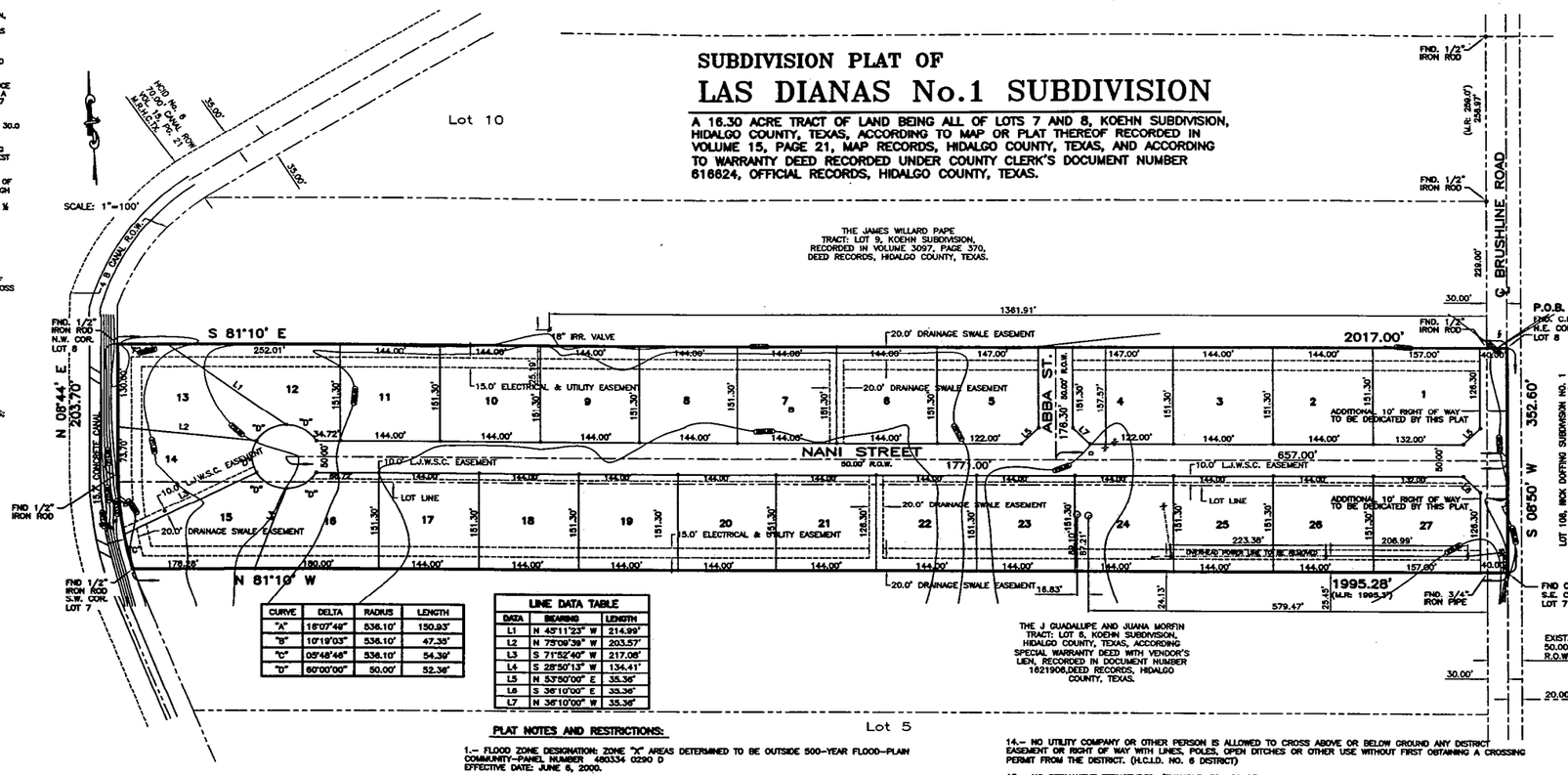
LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW

Name of Subdivision: **Las Dianas No. 1 Subd. 1st Review** **Page** 2 of 2

Q	Engineering Report: • Correct street name mention on water description • For septic will developer provide a letter of credit if so see attachments for new wording.	"	"
R	All modification to water and sewer engineering report must be reflected on the Spanish version.	"	"
S	**Verify all amounts and dates prior to final review**	"	"
T	**3RD SHEET COMMENTS:** Extend spot topography at approximately 500 feet and provide natural ground water flow arrows.	"	"
U	Show east right of way line for Brushline Rd	"	"
V	Label road conditions and dimension width, if not paved provide 1/3 escrow.	"	"
W	Label the radius on all pavement curbs	"	"
X	Correct street section detail	"	"
Y	Correct the flood zone and community panel on the engineer certification as per approved drainage report.	"	"
Z	**Submit a set of plans to the right of way department for their review and clearance.**	"	"
AA	**Submit the following to our office** **NOI application and waterline crossing permits from the right of way and irrigation district.**	"	"
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		

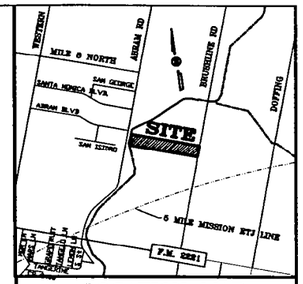
SUBDIVISION PLAT OF
LAS DIANAS No.1 SUBDIVISION

A 16.30 ACRE TRACT OF LAND BEING ALL OF LOTS 7 AND 8, KOEHN SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 15, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 616624, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



CURVE	DELTA	RADIUS	LENGTH
"A"	16°07'46"	536.10'	150.93'
"B"	10°19'03"	536.10'	47.35'
"C"	05°48'46"	536.10'	54.39'
"D"	60°00'00"	50.00'	52.36'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 45°11'23" W	214.99'
L2	N 79°09'39" W	203.57'
L3	S 71°52'40" W	217.08'
L4	S 28°50'13" W	134.41'
L5	N 53°50'00" E	35.36'
L6	S 36°10'00" E	35.36'
L7	N 36°10'00" W	35.36'



LOCATION MAP
SCALE= 1"=2000'

PREPARED BY:
IZAGUIRRE ENGINEERING GROUP, LLC.
3522 N. 10TH STREET
McALLEN, TEXAS 78504

DATE PREPARED: 07-23-07
DATE SURVEYED: 07-21-07

LOT No.	AREA (S.F.)	AREA (AC)
1	23,441.60	0.538
2-3	21,787.20	0.500
4-5	21,928.80	0.503
6-11	21,787.20	0.500
12	22,024.03	0.505
13	23,266.86	0.534
14	22,152.93	0.508
15	22,329.84	0.512
16	22,413.66	0.514
17-26	21,787.20	0.500
27	23,441.60	0.538

METES AND BOUNDS

BEING A 16.30 GROSS ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOTS 7 AND 8, KOEHN SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 15, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 16.30 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE FOUND ON THE NORTHEAST CORNER OF SAID LOT 8 LOCATED WITHIN THE RIGHT-OF-WAY OF BRUSHLINE ROAD FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 08 DEGREES 50 MINUTES WEST, COINCIDENT WITH THE EAST LINE OF SAID LOTS 7 AND 8, A DISTANCE OF 218.0 FEET PASSING THE SOUTHEAST CORNER OF SAID LOT 8 AND THE NORTHEAST CORNER OF SAID LOT 7, AT A DISTANCE OF 352.60 FEET IN ALL TO A COTTON PICKER SPINDLE FOUND ON THE SOUTHEAST CORNER OF SAID LOT 7 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, NORTH 81 DEGREES 10 MINUTES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 30.0 FEET PASS A ½ INCH DIAMETER IRON PIPE FOUND ON INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID BRUSHLINE ROAD, AT A DISTANCE OF 1,995.28 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID LOT 7 LOCATED ON A CURVE TO THE RIGHT WHOSE RADIUS IS 536.10 FEET AND BEING FURTHER LOCATED ON INTERSECTION WITH THE EAST LINE OF A 70.0 FOOT CANAL RIGHT-OF-WAY FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, TO THE RIGHT, IN A NORTHEASTERLY DIRECTION WITH SAID CURVE BEING COINCIDENT WITH THE WEST LINE OF SAID LOT 7 AND THE EAST LINE OF SAID CANAL RIGHT-OF-WAY, AN ARC LENGTH DISTANCE OF 150.93 FEET (THROUGH AN DELTA ANGLE OF 16 DEGREES 17 MINUTES 49 SECONDS; CHORD BEARING NORTH 00 DEGREES 40 MINUTES 05 SECONDS EAST) PASS THE NORTHWEST CORNER OF SAID LOT 7 AND THE SOUTHWEST CORNER OF SAID LOT 8 TO A ½ INCH DIAMETER IRON ROD FOUND ON THE WEST LINE OF SAID LOT 8 FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 08 DEGREES 44 MINUTES EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 203.70 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID LOT 8 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, SOUTH 81 DEGREES 10 MINUTES EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 1,987.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID BRUSHLINE ROAD, AT A DISTANCE OF 2,017.0 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 16.30 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE EAST 30.0 FEET (OR 0.24 ACRES, MORE OR LESS) ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID BRUSHLINE ROAD, LEAVING 16.06 NET ACRES OF LAND, MORE OR LESS.

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

I, DIANA LAURA IZAGUIRRE, OWNER OF THE 16.30 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LAS DIANAS No. 1 SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE

DIANA LAURA IZAGUIRRE
500 SOLAR DR.
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared DIANA LAURA IZAGUIRRE proved to me through her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2007

EMBY BONILLA
MY COMMISSION EXPIRES
August 02, 2009

_____
NOTARY PUBLIC– STATE OF TEXAS

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION DELIVERY FACILITIES, AS REQUIRED BY THE DISTRICT'S SUBDIVISION POLICIES, TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT AND BY VIRTUE OF THESE REQUIREMENTS IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH FACILITIES.

DATED THIS THE____ DAY OF _____, 2007.

ATTEST: _____ _____
SECRETARY PRESIDENT

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

WE THE UNDERSIGNED CERTIFY that this plat of the LAS DIANAS No. 1 SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____.

_____ _____
Hidalgo County Judge date

ATTEST: _____ _____
Hidalgo County Clerk date

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY CLERK'S RECORDING CERTIFICATE

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

_____
Hidalgo County Clerk

NOTE:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

I, FRANCISCO FLORES, HEREBY CERTIFY THAT THE LA JOYA WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER SUPPLY FOR THE LAS DIANAS No.1 SUBDIVISION HIDALGO COUNTY, TEXAS. THE LA JOYA WATER SUPPLY CORPORATION IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS. THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE LA JOYA WATER SUPPLY CORPORATION AGREES THAT IT WILL PROVIDE WATER TO THIS AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION

_____
FRANCISCO FLORES
LA JOYA WATER SUPPLY CORPORATION
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

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

GILBERTO A. GRACIA
82477
REGISTERED PROFESSIONAL ENGINEER

_____
GILBERTO A. GRACIA
REGISTERED PROFESSIONAL ENGINEER No. 82477
IZAGUIRRE ENGINEERING GROUP, LLC.
5522 N. 10TH STREET
McALLEN, TEXAS 78504

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID G. SALINAS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE LAS DIANAS No. 1 SUBDIVISION, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON JULY 21, 2007

STATE OF TEXAS
DAVID G. SALINAS
5282
REGISTERED
PROFESSIONAL LAND SURVEYOR

_____ _____
DAVID G. SALINAS DATE
R.P.L.S. No. 5282

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "C" AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD–PLAIN COMMUNITY–PANEL NUMBER 480334 0290 D EFFECTIVE DATE: JUNE 6, 2000.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT– OF–WAY ARE WITHIN THE 100–YEAR FLOODPLAIN. COMMUNITY PANEL No.480334 0290 D (JUNE 6, 2000) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY SHOWS NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE IN THE 100–YEAR FLOODPLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

3.– MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

5.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.– MINIMUM BUILDING SETBACK LINES:
FRONT .....25.00'
REAR.....15.00'
SIDE.....6.00'
SIDE ABUTTING RIGHT OF WAY BRUSHLINE RD.....15.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES

7.– DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 23,835 CUBIC FEET (0.547 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. ELM. 110.31 AT A POWER POLE LOCATED ON THE SOUTHEAST CORNER OF THIS DEVELOPMENT.

10.– EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11.– DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

12.– EACH LOT HAS A 15' WIDE PUBLIC UTILITY AND 20' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF THE LOT. THE REAR OF THE LOT IS DEFINED AS THAT PORTION FARTHEST FROM STREET.

13.– ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO H.C.I.D. NO. 6 DISTRICT, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.

14.– NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT. (H.C.I.D. NO. 6 DISTRICT)

15.– NO PERMANENT STRUCTURES, (EXAMPLE, FENCES OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

16.– LOTS 1 TO 27 ARE FOR RESIDENTIAL PURPOSES ONLY, LOTS WILL HAVE NO ACESS THRU BRUSHLINE RD.

17.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

18.– DIANA L. IZAGUIRRE, THE OWNER & SUBDIVIDER OF LAS DIANAS No.1 SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No.2 OF THIS PLAT.

19.– AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

20. THE RESIDENTIAL LOTS (1–27) SHOULD REFLECT SERVICE BY A 3/4" METER.

21. FIRE HYDRANTS INSTALLED WITHIN THE LA JOYA WATER SUPPLY (LJWSC) CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE LJWSC AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE LJWSC TO MEET FIRE FLOW REQUIREMENTS.

22. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

THE JAMES WILLARD PAPE TRACT: LOT 9, KOEHN SUBDIVISION, RECORDED IN VOLUME 3097, PAGE 370, DEED RECORDS, HIDALGO COUNTY, TEXAS.

THE J. GUADALUPE AND JUANA MORFIN TRACT: LOT 6, KOEHN SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING SPECIAL WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN DOCUMENT NUMBER 1821906,DEED RECORDS, HIDALGO COUNTY, TEXAS.

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

LAS DIANAS No.1 SUBDIVISION IS LOCATED IN WEST HIDALGO COUNTY, APPROXIMATELY 3,050.0 FEET NORTH OF MILE 7 NORTH ROAD (FM 2221) AND ON THE WEST SIDE OF BRUSHLINE ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 60,148), LAS DIANAS No. 1 SUBDIVISION LIES APPROXIMATELY 5.15 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY OF MISSION'S FIVE–MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PCT. NO. 3.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS DIANAS No. 1 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS DIANAS No. 1 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

INDEX OF SHEETS

SHEET 1.– HEADING; INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATIONS; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRESENT THE PROJECT IS SITUATED; H.C.I.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; RIGHT OF WAY CERTIFICATION, HCMID CERTIFICATION; REVISION NOTES.

SHEET 2.– WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BOOK FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION; VALLEY GUTTER SECTION.

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	DIANA LAURA IZAGUIRRE	P.O.BOX 720683	McALLEN, TEXAS 78504	(956)240–0749	(956)581–0048
ENGINEER:	GILBERTO A. GRACIA	5522 N. 10th STREET	McALLEN, TEXAS 78504	(956)928–0002	(956)928–0002
SURVEYOR:	DAVID G. SALINAS	2221 DAFFODIL	McALLEN, TEXAS 78501	(956)682–9081	(956)686–1482

IZAGUIRRE ENGINEERING GROUP, LLC.
5522 N.10TH STREET
MCALLEN TX, 78504
CONSULTING ENGINEERS
TEL. (956) 240–0749
FAX (956) 928–0002

SHEET NO. 1 OF 3 SHEETS

FILENAME: P:\PLATS\HIDALGO CO\LAS DIANAS NO. 1\PLAT

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JULY 23, 2007	G.L.	G.A.G.	G.A.G.
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
NOV. 26, 2007	G.L.	G.A.G.	G.A.G.

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: December 18, 2007

RE: **Ruben Rodriguez Subdivision– Pct. 3**
Preliminary Approval

Ruben Rodriguez Subdivision is a three (3) lot subdivision located on the South sideof 7 Mile Line Road approximately 264 feet East of Stewart Road.

The proposed Subdivision lies within the City of McAllen E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on May 18, 2007. The proposed subdivision lies within Zone "X & A" as per FEMA's FIRM.

The proposed subdivision plat will dedicate five (5) feet on 7 Mile Line Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing four (4) inch waterline on 7 Mile Line Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

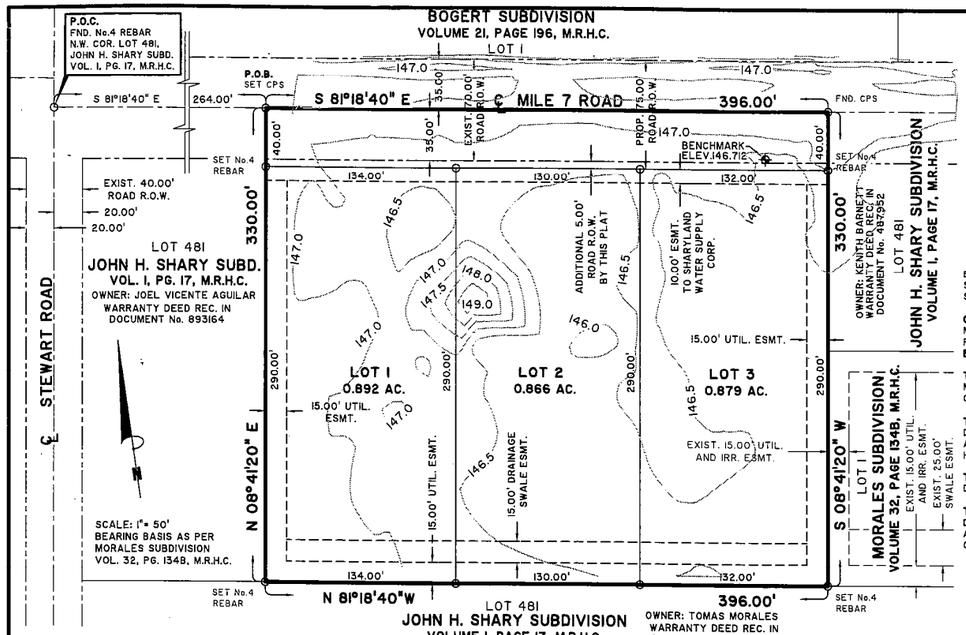
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **December 12, 2007** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of McAllen.

LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW

Name of Subdivision: Ruben Rodriguez (5th Review) **Page** 1 of 1

This form lists the documents lacking during the process of seeking subdivision approval. The County official receiving a document should upon its receipt fill out and initial an entry for the items lacking and then write the log number on the document. If needed use more than one line for the description

Item Log #	Description of Item	Date	Logger's Initials
A	**1ST SHEET COMMENTS:** PLAT NOTES: #6) At the end of plat note please describe of how and where detention will be accomplish. (between parenthesis)	11-30-07	CP
B	**2ND SHEET COMMENTS:** label if existing septic tank towards the south east corner of lot 3 is abandoned or if it will be remove	"	"
C	On sewer report please provide date of the HCHD inspection letter	"	"
D	Provide notary public certification acknowledgment under subdivider statement.	"	"
E	Provide engineer certification under drainage report.	"	"
F	Submit the following document to our office: Soil test, 30 year letter agreement, letter of credit	"	"
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		



SUBDIVISION PLAT OF

Ruben Rodriguez Subdivision

BEING THE EAST 3.00-ACRES OF THE WEST 5.00-ACRES OF THE NORTH 10.00-ACRES OF LOT 481, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 1, PAGE 17, M.R.H.C.

METES AND BOUNDS DESCRIPTION

BEING THE EAST 3.00-ACRES OF THE WEST 5.00-ACRES OF THE NORTH 10.00-ACRES OF LOT 481, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 1, PAGE 17, MAP RECORDS OF HIDALGO COUNTY, TEXAS. SAID 3.00-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, AT A NO. 4 REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 481, **THENCE**, SOUTH 81 DEGREES 18 MINUTES 40 SECONDS EAST, WITH AND ALONG THE NORTH LINE OF SAID LOT 481, AND THE CENTERLINE OF 7 MILE ROAD, A DISTANCE OF 264.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER AND **POINT OF BEGINNING** OF THE TRACT HEREIN DESCRIBED;

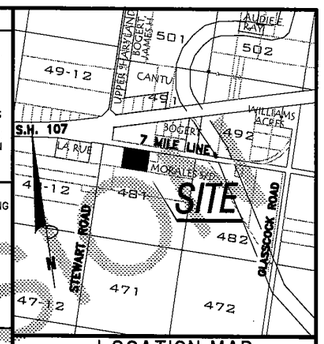
THENCE, SOUTH 81 DEGREES 18 MINUTES 40 SECONDS EAST, CONTINUING ALONG THE NORTH LINE OF SAID LOT 481, IN 7 MILE ROAD RIGHT OF WAY, A DISTANCE OF 396.00 FEET TO A COTTON PICKER SPINDLE FOUND, FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE , SOUTH 08 DEGREES 41 MINUTES 20 SECONDS WEST, PARALLEL TO THE WEST LINE OF SAID LOT 481, AT A DISTANCE OF 40.00 FEET PASS A NO. 4 REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF MILE 7 ROAD, AND AT A TOTAL DISTANCE OF 330.00 FEET TO A NO.4 REBAR SET, FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE , NORTH 81 DEGREES 18 MINUTES 40 SECONDS WEST, PARALLEL TO THE NORTH LINE OF SAID LOT 481, A DISTANCE OF 396.00 FEET TO A NO.4 REBAR SET, FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE , NORTH 08 DEGREES 41 MINUTES 20 SECONDS EAST, PARALLEL TO THE WEST LINE OF LOT 481, AT A DISTANCE OF 290.00 FEET PASS A NO. 4 REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF MILE 7 ROAD AND AT A TOTAL DISTANCE OF 330.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 3.00-ACRES OF LAND MORE OR LESS; OF WHICH 0.364-ACRE LIES IN EXISTING AND PROPOSED 7 MILE ROAD RIGHT OF WAY.

INDEX TO SHEET OF RUBEN RODRIGUEZ SUBDIVISION	
SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES. RIGHT OF WAY AND HEALTH DEPARTMENT.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; PLAT NOTES AND RESTRICTIONS IN SPANISH. TYPICAL WATER SERVICE CONNECTION, OWNER'S, CERTIFICATION, AND STATEMENT DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.



LOCATION MAP
SCALE: 1" 2000'

R. GUTIERREZ ENGINEERING CORP.
130 E. PARK AVE.
PHARR, TEXAS 78577

DATE PREPARED: 02-15-06
DATE SURVEYED: 04-05-06

SHEET 1 of 2

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

HIDALGO COUNTY DRAINAGE DISTRICT No. ONE

HIDALGO COUNTY DRAINAGE DISTRICT No. ONE HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OR THE DISTRICT ADOPTED UNDER TEX. WATER CODE SECTION 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION ZONE "X" (BFE 146.00-BFE WAS DETERMINED BY LETTER OF MAP REVISION BASED ON FILL-CASE NUMBER 07-06-2391A, DATE: OCTOBER 30, 2007, AND ASSIGNED BY F.E.M.A. TO THIS SUBDIVISION BY LOMR-F.

   FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.

   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0295 D EFFECTIVE DATE: JUNE 06, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS: FRONT: 40.00 FEET ON MILE 7 ROAD
   REAR: 15.00 FEET OR WIDTH OF EASEMENT WHICHEVER IS GREATER.
   SIDE: 6.00 FEET OR WIDTH OF EASEMENT WHICHEVER IS GREATER.

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. DEVELOPMENT PERMITS ARE REQUIRED PRIOR TO OCCUPYING THE LOT. THE LOT OWNER SHALL STATE THE INTENDED USE OF THE LOT AT THE TIME OF APPLICATION IF NOT DESIGNATED ON THE SUBDIVISION PLAT OR DEED RESTRICTION ANY DEVIATION FROM THE STATED USE BY THIS PLAT OR DEED RESTRICTIONS SHALL REQUIRE THE APPROVAL FROM THE DEVELOPER, AND ALL LOT OWNERS IN WRITING, FIRE MARSHAL THE PLANNING AND HEALTH DEPARTMENTS.

4. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF MILE 7 ROAD OR 18" ABOVE NATURAL GROUND, WICHEVER IS GREATER.
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK INFORMATION:
   COORDINATES AND ELEVATION AS PER (OPUS) (NGS) TEXAS STATE PLANE COORDINATE (4205) SOUTH ZONE HORIZANTAL DATUM (NAD83) VERTICAL DATUM (NAVD 88)
   NORTHING: 16638867.385
   EASTING: 1055306.036
   ELEVATION: 146.71'
   DESCRIPTION: ALUMINUM DISK SET IN CONCRETE WITH A No.4 REBAR LOCATED APPROXIMATELY 8.0' EAST FROM THE INTERSECTION OF STEWART ROAD AND MILE 7 ROAD AND APPROXIMATELY 35' SOUTH FROM THE CENTERLINE OF MILE 7 ROAD.

6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 4.043 CUBIC -FEET 0.093 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (DESCRIBE HOW AND WHERE THE AFOREMENTIONED WILL BE ADDRESSED):

7. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
   E. "OSSF" PERMIT IS REQUIRED PRIOR OF OCCUPYING A LOT.

9. RUBEN RODRIGUEZ, THE OWNER & SUBDIVIDER OF RUBEN RODRIGUEZ SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

10. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11. EACH PURCHASED CONTRACT MADE BETWEEN SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
   1-ANCHORING OF SEPTIC TANK(S)
   2-BACK FLOW VALVES
   3-SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENT SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICACION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16. CLEARANCES FOR WATER METERS:
   AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS (S).

17. DRAINAGE SWALES, DRIVEWAY ENTRACES WITH SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.

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

RUBEN RODRIGUEZ SUBDIVISION IS LOCATED NORTH OF THE CITY OF McALLEN IN HIDALGO COUNTY PRECINCT No. 3, IT IS LOCATED 264.00 FEET EAST OF THE INTERSECION OF STEWART AND MILE 7 ROAD ON THE SOUTH SIDE. THE NEAREST MUNICIPALITY IS THE CITY OF McALLEN, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF McALLEN (POPULATION 123,622-U.S. CENSUS BUREAU 2005). RUBEN RODRIGUEZ SUBDIVISION LIES APPROXIMATELY ONE MILE FROM THE CITY LIMITS AND IS WITHIN THE CITY'S TWO MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 CITY OF McALLEN HAS A FIVE MILE EXTRATERRITORIAL JURISDICTION (ETJ).

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	RUBEN RODRIGUEZ	RR 1 BOX 2740	MISSION, TX. 78574	(956) 585-7210	
ENGINEER:	RAMIRO GUTIERREZ	130 E. PARK	PHARR, TX, 78577	(956) 782-2557	(956) 782-2558
SURVEYOR:	PLINIO C. MEDINA	130 E. PARK	PHARR, TX, 78577	(956) 782-2557	(956) 782-2558

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

STATE OF TEXAS
COUNTY OF HIDALGO

I, PLINIO C. MEDINA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF McALLEN SUBDIVISION ORDINANCE AND ALL STATE STATUES GOVERNING SURVEYS.

PLINIO C. MEDINA
REGISTERED PROFESSIONAL LAND SURVEYOR No. 1590
R.GUTIERREZ ENGINEERING CORP.
130 E. PARK
PHARR, TEXAS 78577

STATE OF TEXAS
COUNTY OF HIDALGO

I, LUIS J. NAVA., P.E., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

LUIS J. NAVA
LICENSED PROFESSIONAL ENGINEER No. 94121
R.GUTIERREZ ENGINEERING CORP.
130 E. PARK
PHARR, TEXAS 78577

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(C) AND § 212.0115 (B)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE RUBEN RODRIGUEZ SUBDIVISION WAS REVIEWED AND APROVED BY THE CITY OF McALLEN ON _____, _____.

MAYOR OF THE CITY OF McALLEN
DATE: _____

SECRETARY OF THE CITY OF McALLEN
DATE: _____

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

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

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RUBEN RODRIGUEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, _____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RUBEN RODRIGUEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

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

I, RUBEN RODRIGUEZ,

AS OWNER (S) OF THE 3.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RUBEN RODRIGUEZ SUBDIVISION, HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ — _____
OWNER: RUBEN RODRIGUEZ — DATE
ADDRESS: RR 1 BOX 2740
MISSION, TX. 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DATE PERSONALLY APPEARED RUBEN RODRIGUEZ, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 200__

NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS — MY COMMISSION EXPIRES

APPROVAL BY PLANNING AND ZONING COMMISSION:

APPROVED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION, CITY OF McALLEN, TEXAS, THIS THE _____ DAY OF _____, 200__, BY THE PLANNING AND ZONNING COMMISSION OF THE CITY OF McALLEN, TEXAS.

CHAIRPERSON, PLANNING AND ZONING COMMISSION

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT ____ O'CLOCK ____, ON _____, ____, AND WAS RECORDED IN BOOK _____, SHEET(S) ____ THE PLAT RECORDS OF HIDALGO COUNTY AT ____ O'CLOCK _____ ON _____, _____.

HIDALGO COUNTY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT IS HEREBY APPROVED BY UNITED IRRIGATION DISTRICT SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES.

DATED THIS THE _____ DAY OF _____, 20___

ATTEST: _____ — _____
PRESIDENT — SECRETARY
DATE:_____

PRELIMINARY PLAT SUBJECT TO REVISION

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: December 18, 2007

RE: **Sunset Valley Subdivision– Pct. 1**
Preliminary Approval

Sunset Valley Subdivision is a nineteen (19) lot subdivision located on the North side of Stites Road approximately 1600 feet East of Victoria Road.

The proposed Subdivision lies within the City of Donna E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 11, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on Stites Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Raul E. Garcia, P.E. and approved by the Hidalgo County Environmental Health Department.

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

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **December 12, 2007** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Donna.

SUNSET VALLEY SUBDIVISION

A 11.36 acre tract of land being a portion of Lots13, 14, 15, 16, 17 and 18, Block 4, Re-subdivision of Blocks 1-5, La Donna Plat Subdivision, as recorded in Volume "Z", Pages 124 through125, Deed Records, Hidalgo County, Texas.

DATE: APRIL 11, 2007

SCALE IN FEET 0 100' 200' 300'

SCALE: 1"--- 100'

ENGINEER: R.E. Garcia

PREPARED BY: R.E. GARCIA & ASSOCIATES

116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1280

A 11.36 acre tract of land being a portion of Lots13, 14, 15, 16, 17 and 18, Block 4, Re-subdivision of Blocks 1-5, La Donna Plat Subdivision, as recorded in Volume "Z", Pages 124 through125, Deed Records, Hidalgo County, Texas and being more fully described by metes and bounds description as follows:

BEGINNING at a found cotton picker spindle on the centerline of Stites Road being the southeast corner of said Lot 18, Block 4, for the southeast corner of herein described tract.

THENCE N 89° 58' 00" W along the south line of said Lot 18, Block 4, pass at 330.00 feet a point being the southwest corner of said Lot 18, Block 4, also being the southeast corner of said Lot 17, Block 4, pass at 660.00 feet a point being the southwest corner of said Lot 17, Block 4, also being the southeast corner of said Lot 16, Block 4, pass at 990.00 feet a point being the southwest corner of said Lot 16, Block 4, also being the southeast corner of said Lot 15, Block 4, pass at 1,320.00 feet a point being the southwest corner of said Lot 15, Block 4, also being the southeast corner of said Lot 14, Block 4, pass at 1,650.00 feet a point being the southwest corner of said Lot 14, Block 4, also being the southeast corner of said Lot 13, Block 4, and continuing for a total distance of 1,980.00 feet to a set cotton picker spindle being the southwest corner of said Lot 13, Block 4, for the southwest corner of herein described tract.

THENCE N 00° 02' 00" E along the west east line of said Lot 13, Block 4, pass at 30.00 feet a set one-half inch iron rod being the north Right-of-Way line of said Stites Road and continuing for a total distance of 257.80 feet to a set one-half inch iron rod for the northwest corner of herein described tract.

THENCE S 89° 58' 00" E parallel to the south line of said Lot13, Block 4, pass at 330.00 feet a point being the east line of said Lot 13, Block 4, also being the west line of said Lot 14, Block 4, pass at 660.00 feet a point being the east line corner of said Lot 14, Block 4, also being the west line of said Lot 15, Block 4, pass at 990.00 feet a point being the east line of said Lot 15, Block 4, also being the west line of said Lot 16, Block 4, pass at 1,320.00 feet a point being the east line of said Lot 16, Block 4, also being the west line of said Lot 17, Block 4, and continuing for a total distance of 1410.00 feet to a set one-half inch iron rod for an exterior corner of herein described tract.

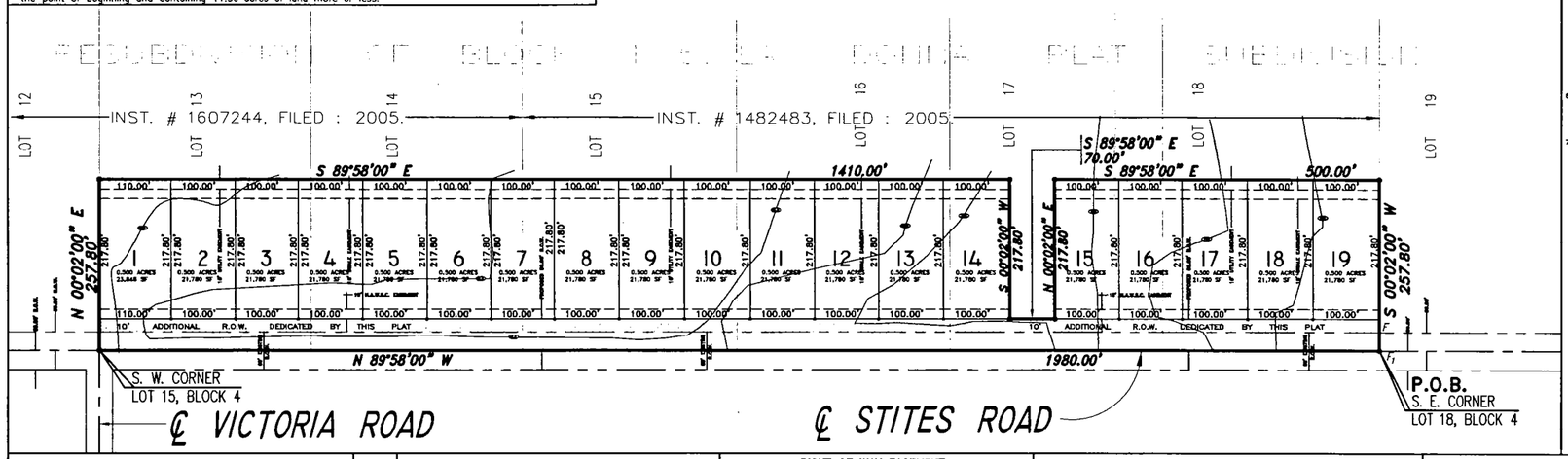
THENCE S 00° 02' 00" W 217.80 feet parallel to the west line of said Lot 17, Block 4, to a set one-half inch iron rod for an interior corner of herein described tract.

THENCE S 89° 58' 00" E 70.00 feet parallel to the south line of said Lot 17, Block 4, to a set one-half inch iron rod for an interior corner of herein described tract.

THENCE N 00° 02' 00" W 217.80 feet parallel to the west line of said Lot 17, Block 4, to a set one-half inch iron rod for an exterior corner of herein described tract.

THENCE S 89° 58' 00" E parallel to the south line of said Lot 17, Block 4, pass at 170.00 feet a point being the east line of said Lot 17, Block 4, also being the west line of said Lot 18, Block 4, and continuing for a total distance of 500.00 feet to a set one-half inch iron rod on the east line of said Lot 18, Block 4, for the northeast corner of herein described tract.

THENCE S 00° 02' 00" W along said east line of Lot 18, Block 4, pass at 217.80 a found one-half inch iron rod being the north Right-of-Way line of said Stites Road and continuing for a total distance of 257.80 feet to the point of beginning and containing 11.36 acres of land more or less.



NORTH

SCALE: 1"=100'

BEARINGS BASED ON RECORD BEARINGS OF: E & A SUBDIVISION, AS RECORDED IN VOL. 49, PAGE 24 M/R.

LEGEND :

F_1 – FOUND COTTON PICKER SPINDLE
S_1 – SET COTTON PICKER SPINDLE
F – FOUND 1/2"ø IRON ROD
S – SET 1/2"ø IRON ROD

FIRM:
FLOOD INSURANCE RATE MAP
COMMUNITY–PANEL NUMBER
480334 0450 C
MAP REVISED: JUNE 6, 2000.
THIS AREA IS IN FLOOD ZONE " X "

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF MINIMAL FLOODING
COMMUNITY–PANEL NO. 480334 0450 C
EFFECTIVE DATE: JUNE 06, 2000
THE AREAS WITHIN WITH IN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOOD PLAIN.
COMMUNITY–PANEL NO. 480334 0450 C EFFECTIVE DATE: JUNE 06, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. NO MORE THAN ONE SINGLE FAMILY DWELLING SHALL BE LOCATED ON EACH LOT. DEVELOPMENT PERMITS ARE REQUIRED PRIOR TO OCCUPYING THE LOT. THE LOT OWNER SHALL STATE THE INTENDED USE OF THE LOT AT THE TIME OF APPLICATION IF NOT DESIGNATED ON THE SUBDIVISION PLAT. ANY DEVIATION FROM SINGLE FAMILY USE SHALL REQUIRE THE APPROVAL FROM THE DEVELOPER, IN WRITING, THE PLANNING AND OSSF DEPARTMENTS AND THE FIRE MARSHALL.
3. ALL CORNERS SET HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED R.P.L.S. 4204 OR AS NOTED.
4. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FT. OF SUBDIVISION
5. EACH LOT SHALL INSTALL A SEPTIC TANK AND DRAIN FIELD SYSTEM THAT IS IN ACCORDANCE TO THE COUNTY OF HIDALGO HEALTH CODE.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPERATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
   E. "OSSF" PERMIT IS REQUIRED PRIOR TO OCCUPYING A LOT.
6. SETBACKS ARE AS FOLLOWS:
   FRONT (INTERIOR STREETS) 25.00'
   SIDE 7.00'
   SIDE (STREET) 15.00'
   REAR 15.00' OR EASEMENT, WHICHEVER IS GREATER.
7. ALL PUBLIC EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER HIDALGO COUNTY MODEL SUBDIVISION RULES OR AS REQUIRED BY THE UTILITY PROVIDER.
8. ANY DRAINAGE SWALES CONSTRUCTED FOR THE RETENTION OF DRAINAGE WATERS SHALL BE MAINTAINED BY EACH RESPECTIVE LOT OWNER. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.
9. BENCHMARK:
BM–1: A BRASS DISH SET IN A CONCRETE SLAB LOCATED 153 FEET NORTH AND 53 FEET WEST OF THE POINT OF BEGINNING
ELEV.= DATUM: NATIONAL GEODETIC VERTICAL DATUM OF 1929
10. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND MODEL SUBDIVISION RULES POLICIES AND REGULATIONS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1,387 C.F. (0.0633 ACRE FEET) PER LOT OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED THROUGH PROPERLY GRADED SWALES.
11. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY UTILITY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER GRASS, OR FLOWERS)AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.
12. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
13. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR A LOT LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE & POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
14. AN OPAQUE BARRIER SHALL BE CONSTRUCTED BETWEEN COMMERCIAL/MULTIFAMILY LOTS AND SINGLE FAMILY RESIDENCES BY THE LOT OWNER.
15. SANDOVAL DEVELOPMENT, LP., THE OWNER & SUBDIVIDER OF SUNSET VALLEY SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED IN SHEET No. 2 OF THIS PLAT.
16. AN OFF–STREET PARKING LOT AND SITEPLAN SHALL BE REQUIRED ON COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **SUNSET VALLEY SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON_____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

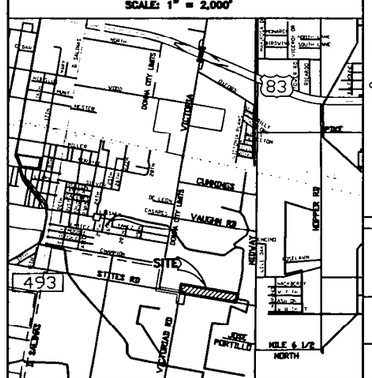
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **SUNSET VALLEY SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

LOCATION MAP

SCALE: 1" = 2,000'



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

SUNSET VALLEY SUBDIVISION IS LOCATED IN SOUTH CENTRAL HIDALGO COUNTY IN H.C.P. #1 ON THE NORTH SIDE OF STITES ROAD, APPROXIMATELY 1650 FEET EAST OF THE INTERSECTION OF STITES ROAD & VICTORIA NORTH ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (15,611), SUNSET VALLEY LIES APPROXIMATELY 1/4 MILE FROM THE CITY LIMITS AND IS WITHIN THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE S 42.021

INDEX OF SHEETS

No.	DESCRIPTION
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTSTATION; CITY APPROVAL; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; IRRIGATION DISTRICT APPROVAL; REVISION NOTES
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); SAMPLE OF LOG BOOK FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT
3	MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, TYPICAL ROADWAY SECTION, SWALE DETAIL & INLET SECTION. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

PRINCIPAL CONTACTS:

NAME:	ADDRESS:	CITY & ZIP	PHONE #/ FAX #:
OWNER: SANDOVAL DEVELOPMENT, LP.	605 N. MAIN, SUITE C	DONNA, 78537	464-4406 / 464-0136
ENGINEER: RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280
SURVEYOR: RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280

SHEET NO. 1 OF 3 SHEETS

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantee shall further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

In witness whereof the said grantor executed this instrument this _____ day of _____ 2007.

JOSE SANDOVAL, PARTNER

THE STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

I, **SANDOVAL DEVELOPMENT, LP.**, AS OWNER OF THE **21.84** ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED **SUNSET VALLEY SUBDIVISION** HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET AND EASEMENTS SHOWN HEREON.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE S 232.032 AND THAT
(A)THE WATER QUALITY AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS;
(B)SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C)ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D)GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

SANDOVAL DEVELOPMENT, LP. — DATE
JOSE SANDOVAL, PARTNER
605 N. MAIN, SUITE C
DONNA, TEXAS 78537

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day appeared **JOSE SANDOVAL**, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____.

NOTARY PUBLIC

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT ____ O'CLOCK __M, ON _____, AND WAS RECORDED IN VOLUME ____ PAGE(S) ____ OF THE MAP RECORDS OF HIDALGO COUNTY AT ____ O' CLOCK ___ M ON _____.

_____ HIDALGO COUNTY CLERK

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.009(e) & §212.0115(b)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SUNSET VALLEY SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF DONNA ON _____.

MAYOR, CITY OF DONNA — DATE

ATTEST: _____ — DATE
SECRETARY, CITY OF DONNA

APPROVAL BY THE PLANNING COMMISSION OF DONNA

THIS PLAT OF SUNSET VALLEY SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF DONNA AND IS HEREBY APPROVED BY SUCH.

ATTEST: _____ _____
SECRETARY — CHAIRMAN, PLANNING COMMISSION

APPROVAL BY IRRIGATION DISTRICT:

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT, ON THIS _____ DAY OF _____ A.D., 200__.

SECRETARY — CHAIRMAN

DONNA IRRIGATION DISTRICT WILL NOT BE RESONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION, IF DESIRED THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE #49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THOSE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

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

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

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____ — DATE
HIDALGO COUNTY CLERK

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN APPLIED TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER # 84790
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: December 18, 2007

RE: **Replat of Lot 61, Salida Del Sol Estates Ph. 3 Subdivision – Pct. 3**
Final Approval

Replat of Lot 61, Salida Del Sol Estates Phase 3 is a four (4) lot subdivision located on the South side of FM 2221, approximately 1660.67 feet South along Salida Del Sol Drive.

The proposed Subdivision lies within the Rural Area of the County.

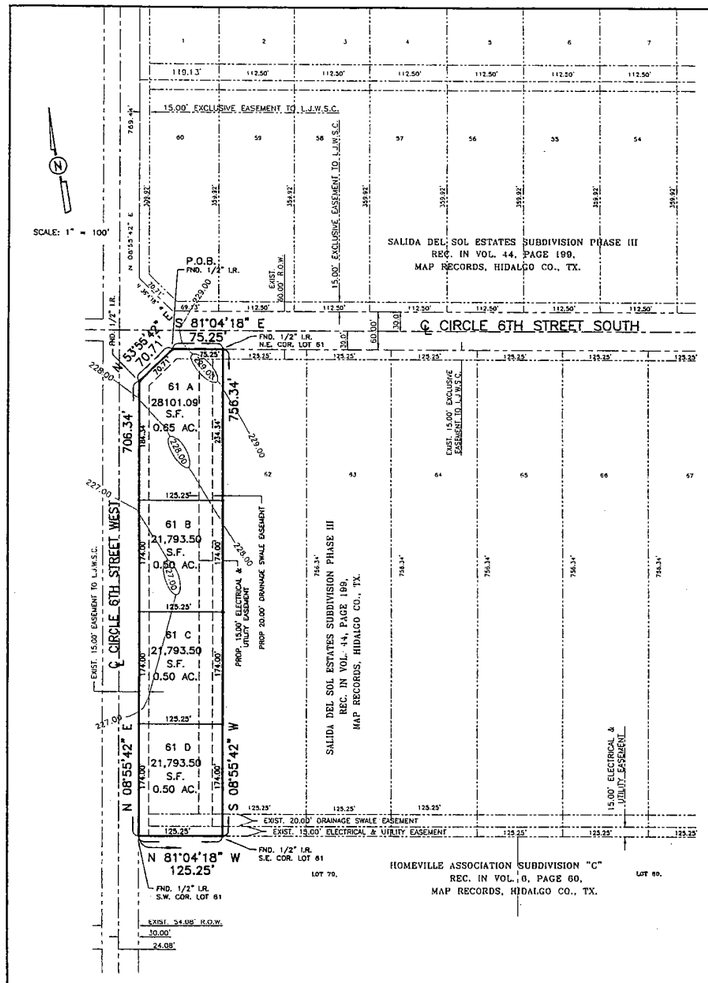
The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 25, 2007. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

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

Water Services will be provided by La Joya Water Supply Corporation. There is an existing eight (8) inch waterline on Circle 6 Street West that will serve as the primary source of water for the proposed development.

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on August 14, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **December 12, 2007.**



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " C "
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN.

COMMUNITY PANEL NUMBER: 480334 0275 B
EFFECTIVE DATE: JANUARY 2, 1981.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
C.P.N. 480334 0275 B, EFECTIVE DATE: JANUARY 2, 1981 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

3.– SETBACKS:

FRONT	30.00 FEET
REAR	35.00 FEET
SIDE	7.00 FEET
CORNER SIDE FOR LOT 61–A	20.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

4.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– ELEV.=229.95 IRON ROD FOUND AT THE NORTHEAST CORNER OF SALIDA DEL SOL ESTATES SUBDIVISION PHASE III. N.A.V.D. 88 DATUM.

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 2,141.85 CUBIC –FEET 0.05 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

8.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

9.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

10.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

11.– MARIO FLORES, THE OWNER & SUBDIVIDER OF RESUBDIVISION OF LOT 61, SALIDA DEL SOL ESTATES SUBDIVISION PHASE III RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

12.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

13.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15.– AN OFF– STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR A COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENTS PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16.– NO ACCESS ALLOWED FROM CIRCLE 6TH STREET ON THE NORTH SIDE OF LOT 61 A.

17.– IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY DETERMINES THAT A LARGER METER IS REQUIRED, THEM THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE L.J.W.S.C. PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S).

18.– THE RESIDENTIAL LOTS (61–A THRU 61–D) SHOULD REFLECT SERVICE BY A 3/4" METER.

SUBDIVISION PLAT OF RESUBDIVISION OF LOT 61, SALIDA DEL SOL ESTATES SUBDIVISION PHASE III

A 2.147 ACRE TRACT OF LAND BEING ALL OF LOT 61, SALIDA DEL SOL ESTATES PHASE III, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 41, PAGE 198, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1097490, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 2.147 ACRE TRACT OF LAND BEING ALL OF LOT 61, SALIDA DEL SOL ESTATES PHASE III, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 41, PAGE 198, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1097490, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND AT THE INTERSECTION OF THE SOUTH R.O.W. LINE OF CIRCLE 6TH STREET SOUTH AND THE EAST R.O.W. OF CIRCLE 6TH STREET WEST FOR THE MOST NORTHERLY NORTHWEST CORNER OF LOT 61, AND THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°04'18"E, ALONG THE NORTH LINE OF LOT 61 AND THE SOUTH LINE OF CIRCLE 6TH STREET SOUTH, A DISTANCE OF 75.25 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 61, AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°55'42"W, ALONG THE EAST LINE OF LOT 61, A DISTANCE OF 756.34 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 61 D AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°04'18"W, ALONG THE SOUTH LINE OF LOT 61, A DISTANCE OF 125.25 FEET TO A 1/2" IRON ROD FOUND ON THE EAST R.O.W. LINE OF SAID 54.08 FOOT COUNTY ROAD FOR THE SOUTHWEST CORNER OF LOT 61 D, AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°55'42"E, ALONG THE WEST LINE OF LOT 61 AND THE EAST R.O.W. LINE OF CIRCLE 6TH STREET WEST, A DISTANCE OF 706.34 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF LOT 61, AND THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT.

THENCE; N 53°55'42"E, ALONG THE WEST LINE OF LOT 61 AND THE EAST R.O.W. LINE OF CIRCLE 6TH STREET WEST, A DISTANCE OF 70.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.147 ACRES OF LAND MORE OR LESS.

BEARINGS IN THIS METES AND BOUNDS DESCRIPTION ARE IN ACCORDANCE WITH SALIDA DEL SOL ESTATES SUBDIVISION RECORDED IN VOLUME 32, PAGES 81–85, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF RESUBDIVISION OF LOT 61, SALIDA DEL SOL ESTATES SUBDIVISION PHASE III, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON APRIL 05, 2004.

STATE OF TEXAS — ALFONSO QUINTANILLA — 4856 — REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA — DATE 4-5-04
R.P.L.S. No. 4856

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 DLS(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

INDEX OF SHEETS

SHEET 1.– HEADING INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP LOT, STREETS AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEERING AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY IRRIGATION DISTICT No. 1 CERTIFICATION; REVISION NOTES.

SHEET 2 & 3.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: SUBDIVIDER CERTIFICATE & STATEMENT: REVISION NOTES.

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

I, MARIO FLORES, OWNER OF 3F DEVELOPERS, L.L.C., AS OWNER OF THE 2.147 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RESUBDIVISION OF LOT 61, SALIDA DEL SOL ESTATES SUBDIVISION PHASE III, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
§ I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

MARIO FLORES — DATE
3F DEVELOPERS, L.L.C.
5114 N. INSPIRATION RD.
MISSION TX., 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared MARIO FLORES, proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20____

LILIA A. QUINTANILLA — MY COMMISSION EXPIRES July 23, 2006

LILIA A. QUINTANILLA – Notary Public

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

WE THE UNDERSIGNED CERTIFY that this plat of the RESUBDIVISION OF LOT 61, SALIDA DEL SOL ESTATES SUBDIVISION PHASE III was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date

ATTEST:
Hidalgo County Clerk — date

COUNTY CLERK'S RECORDING CERTIFICATE

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

_____ Hidalgo County Clerk

I, MR. FRANK FLORES, HEREBY CERTIFY THAT THE LA JOYA WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER SUPPLY FOR THE RESUBDIVISION OF LOT 61, SALIDA DEL SOL ESTATES SUBDIVISION PHASE III HIDALGO COUNTY, TEXAS, THE LA JOYA WATER SUPPLY CORPORATION IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS. THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE LA JOYA WATER SUPPLY CORPORATION AGREES THAT IT WILL PROVIDE WATER TO THIS AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION

MR. FRANK FLORES
GENERAL MANAGER
LA JOYA WATER SUPPLY CORPORATION

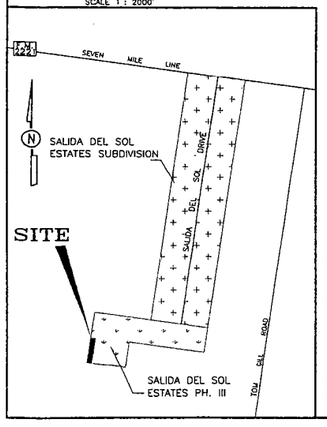
STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS — EULALIO RAMIREZ — 77062 — REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77062

LOCATION MAP
SCALE 1": 2000'



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

RESUBDIVISION OF LOT 61, SALIDA DEL SOL ESTATES SUBDIVISION PHASE III IS LOCATED IN THE SOUTHWEST SIDE OF HIDALGO COUNTY ON THE SOUTH SIDE OF MILE 7 LINE (F.M. 2221). IT IS APROXIMATELY 7,810.00 FEET SOUTH AND 6,2300.00 FEET EAST OF ITS INTERSECTION OF TOM GILL ROAD & MILE 7 LINE (F.M. 2221) THE WEST SIDE. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF LA JOYA, ACCORING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF LA JOYA (POPULATION 4,486), RESUBDIVISION OF LOT 61, SALIDA DEL SOL ESTATES SUBDIVISION PHASE III , LIES APPROXIMATELY 3.13 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.0021 AND LIES IN PCT. 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
	3F DEVELOPERS, L.L.C.				
OWNER:	MIGUEL A. FLORES	5114 N. INSPIRATION RD.	MISSION, TX 78572	(956)585–3477	(956)585–2928
ENGINEER:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527

SHEET NO. 1 OF 3	FILENAME: P:\DWG\SUBDIVISIONS\HIDALGO CO\LL–140 & L–61, SALIDA DEL SOL I & II\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MAR 25, 2004	MARCO C.	A.Q.	A.Q.
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	DEC. 9, 2007	MARCO C.	A.Q.	A.Q.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: December 18, 2007

RE: **Re-subdivision of Lot 140, Salida Del Sol Estates – Pct. 3**
Final Approval

Re-subdivision of Lot 140, Salida Del Sol Estates is a four (4) lot subdivision located on the South side of FM 2221, approximately 1660.67 feet South along Salida Del Sol Drive.

The proposed Subdivision lies within the Rural Area of the County.

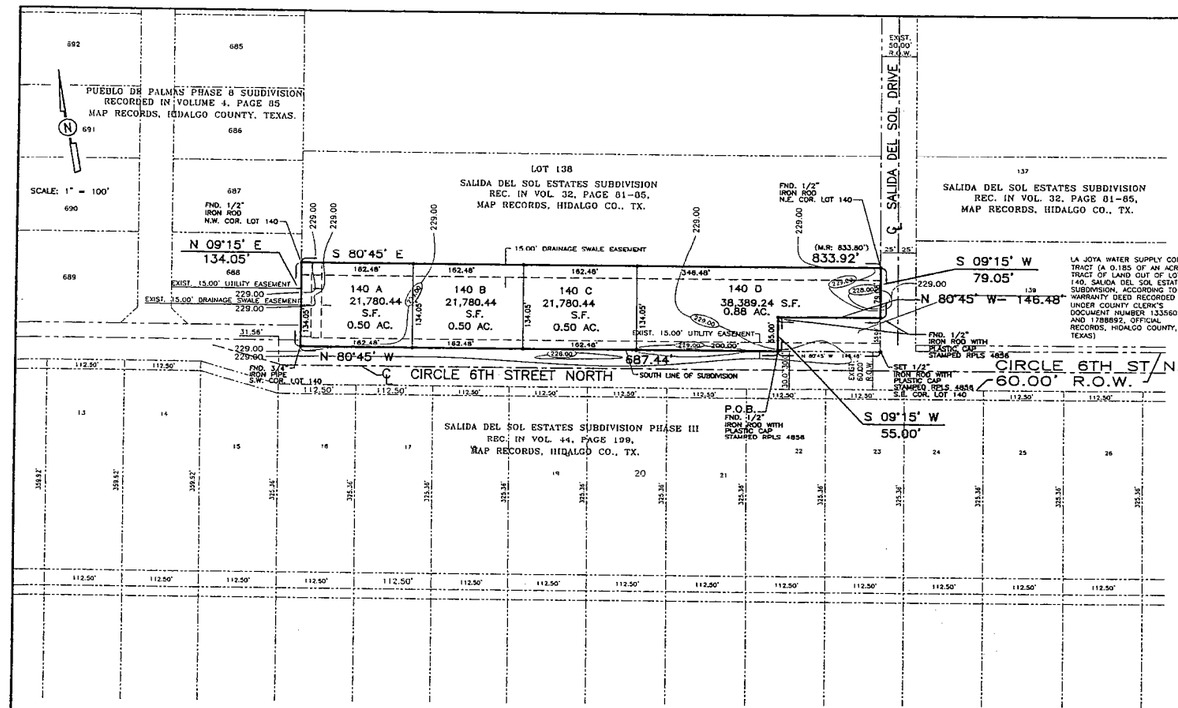
The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 25, 2007. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

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

Water Services will be provided by La Joya Water Supply Corporation. There is an existing eight (8) inch waterline on Circle 6 Street North that will serve as the primary source of water for the proposed development.

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on August 14, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **December 12, 2007.**



SUBDIVISION PLAT OF RESUBDIVISION OF LOT 140, SALIDA DEL SOL ESTATES SUBDIVISION

A 2.381 ACRE TRACT OF LAND BEING ALL OF LOT 140, SALIDA DEL SOL ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 32, PAGES 81-85, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED IN LIEU OF FORECLOSURE RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1146652, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 2.381 ACRE TRACT OF LAND BEING ALL OF LOT 140, SALIDA DEL SOL ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 32, PAGES 81-85, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED IN LIEU OF FORECLOSURE RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1146652, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE SOUTH LINE OF LOT 140 AND THE NORTH R.O.W. OF CIRCLE 6 STREET NORTH FOR THE SOUTHWEST CORNER OF THE LA JOYA WATER SUPPLY CORPORATION TRACT (A 0.185 OF AN ACRE TRACT OF LAND OUT OF LOT 140, SALIDA DEL SOL ESTATES SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1335602 AND 1788892, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID RODS BEARS N 80°45'W, 146.48 FEET FROM THE SOUTHEAST CORNER OF LOT 140.

THENCE; N 80°45' W, ALONG THE SOUTH LINE OF LOT 140 AND THE NORTH R.O.W. LINE OF SAID CIRCLE 6 STREET NORTH, A DISTANCE OF 687.44 FEET TO A 3/4" IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF LOT 140, AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°15'E, ALONG THE WEST LINE OF LOT 140, A DISTANCE OF 134.05 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 140, AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°45'E, ALONG THE NORTH LINE OF LOT 140, A DISTANCE OF 833.92 FEET (MAP RECORD: 833.80 FEET) TO A 1/2" IRON ROD FOUND ON THE WEST R.O.W. LINE OF SALIDA DEL SOL DRIVE FOR THE NORTHEAST CORNER OF LOT 140, AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°15'W, ALONG THE EAST LINE OF LOT 140 AND THE WEST R.O.W. LINE OF SALIDA DEL SOL DRIVE, A DISTANCE OF 79.05 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE NORTHEAST CORNER OF THE LA JOYA WATER SUPPLY CORPORATION TRACT AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 80°45'W, ALONG THE NORTH LINE OF THE LA JOYA WATER SUPPLY CORPORATION TRACT, A DISTANCE OF 146.48 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID TRACT AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 09°15'W, ALONG THE WEST LINE OF THE LA JOYA WATER SUPPLY CORPORATION TRACT, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.381 ACRES OF LAND MORE OR LESS.

BEARINGS IN THIS METES AND BOUNDS DESCRIPTION ARE IN ACCORDANCE WITH SALIDA DEL SOL ESTATES SUBDIVISION RECORDED IN VOLUME 32, PAGES 81-85, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF RESUBDIVISION OF LOT 140, SALIDA DEL SOL ESTATES SUBDIVISION, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON APRIL 05, 2004.

STATE OF TEXAS
ALFONSO QUINTANILLA
4856
REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

4-5-04
DATE

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

I, MARIO FLORES, OWNER OF 3F DEVELOPERS, L.L.C., AS OWNER OF THE 2.381 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RESUBDIVISION OF LOT 140, SALIDA DEL SOL ESTATES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

§
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

MARIO FLORES
3F DEVELOPERS, L.L.C.
5114 N. INSPIRATION RD.
MISSION TX., 78572

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared MARIO FLORES, proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20 ____

LILIA A. QUINTANILLA
MY COMMISSION EXPIRES
July 23, 2008

LILIA A. QUINTANILLA — Notary Public

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

WE THE UNDERSIGNED CERTIFY that this plat of the RESUBDIVISION OF LOT 140, SALIDA DEL SOL ESTATES SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____, ____.

Hidalgo County Judge — date

ATTEST: Hidalgo County Clerk — date

COUNTY CLERK'S RECORDING CERTIFICATE

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

_____
Hidalgo County Clerk

I, MR. FRANK FLORES, HEREBY CERTIFY THAT THE LA JOYA WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER SUPPLY FOR THE RESUBDIVISION OF LOT 140, SALIDA DEL SOL ESTATES SUBDIVISION HIDALGO COUNTY, TEXAS. THE LA JOYA WATER SUPPLY CORPORATION IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE LA JOYA WATER SUPPLY CORPORATION AGREES THAT IT WILL PROVIDE WATER TO THIS AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION

MR. FRANK FLORES
GENERAL MANAGER
LA JOYA WATER SUPPLY CORPORATION

STATE OF TEXAS
COUNTY OF HIDALGO

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

EULALIO RAMIREZ
77082
REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77082

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (b)(5)(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " C "
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN.

COMMUNITY PANEL NUMBER: 480334 0275 B
EFFECTIVE DATE: JANUARY 2, 1981.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
C.P.N. 480334 0275 B, EFECTIVE DATE: JANUARY 2, 1981 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.- LEGEND ● - DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

3.- SETBACKS:

FRONT	30.00 FEET
REAR	15.00 FEET
SIDE	7.00 FEET
CORNER SIDE FOR LOT 140-D	25.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

4.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1- ELEV.=229.95 IRON ROD FOUND AT THE NORTHEAST CORNER OF SALIDA DEL SOL ESTATES SUBDIVISION PHASE III. N.A.V.D. 88 DATUM.

7.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 3,478.48 CUBIC -FEET 0.08 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

8.- DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

9.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

10.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

11.- MARIO FLORES, THE OWNER & SUBDIVIDER OF RESUBDIVISION OF LOT 140, SALIDA DEL SOL ESTATES SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

12.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

13.- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT SURVEYOR AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15.- AN OFF- STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR A COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENTS PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

17.- IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY DETERMINES THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE L.J.W.S.C. PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S).

18.- THE RESIDENTIAL LOTS (140-A THRU 140-D) SHOULD REFLECT SERVICE BY A 3/4" METER.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

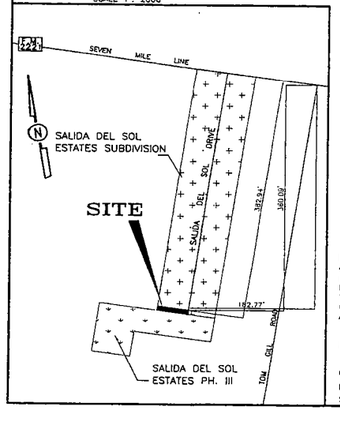
INDEX OF SHEETS

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

SHEET 2 & 3.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: SUBDIVIDER CERTIFICATE AND STATEMENT: REVISION NOTES.

LOCATION MAP

SCALE 1": 2000'



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

RESUBDIVISION OF LOT 140, SALIDA DEL SOL ESTATES SUBDIVISION IS LOCATED IN THE SOUTHWEST SIDE OF HIDALGO COUNTY ON THE SOUTH SIDE OF MILE 7 LINE (F.M. 2221). IT IS APROXIMATELY 7,200.00 FEET SOUTH AND 3,655.00 FEET EAST OF ITS INTERSECTION OF TOM GILL ROAD & MILE 7 LINE (F.M. 2221) THE WEST SIDE. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF LA JOYA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF LA JOYA (POPULATION 4,458), RESUBDIVISION OF LOT 61, SALIDA DEL SOL ESTATES SUBDIVISION PHASE III , LIES APPROXIMATELY 3.13 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.0021 AND LIES IN PCT. 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	3F DEVELOPERS, L.L.C. MARIO FLORES	5114 N. INSPIRATION RD.	MISSION, TX 78572	(956)585-3477	(956)585-2928
ENGINEER:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527

SHEET NO. 1 OF 3	FILENAME: F:\DATA\SUBD\HIDALGO CO.\L-140 & L-61, SALIDA DEL SOL 1 & 8\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MAR 25, 2004	MARCO G.	A.Q.	A.Q.
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	DEC. 5, 2007	MARCO G.	A.Q.	A.Q.

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: December 18, 2007

RE: **Salida Del Sol Estates Ph. 4 Subdivision – Pct. 3**
Final Approval

Salida Del Sol Estates Phase 4 is an eight (8) lot subdivision located on the Southeast side of FM 2221, approximately 7790.00 feet South and 7905.00 feet East of its intersection of Jara Chinas & FM 221.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 25, 2007. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

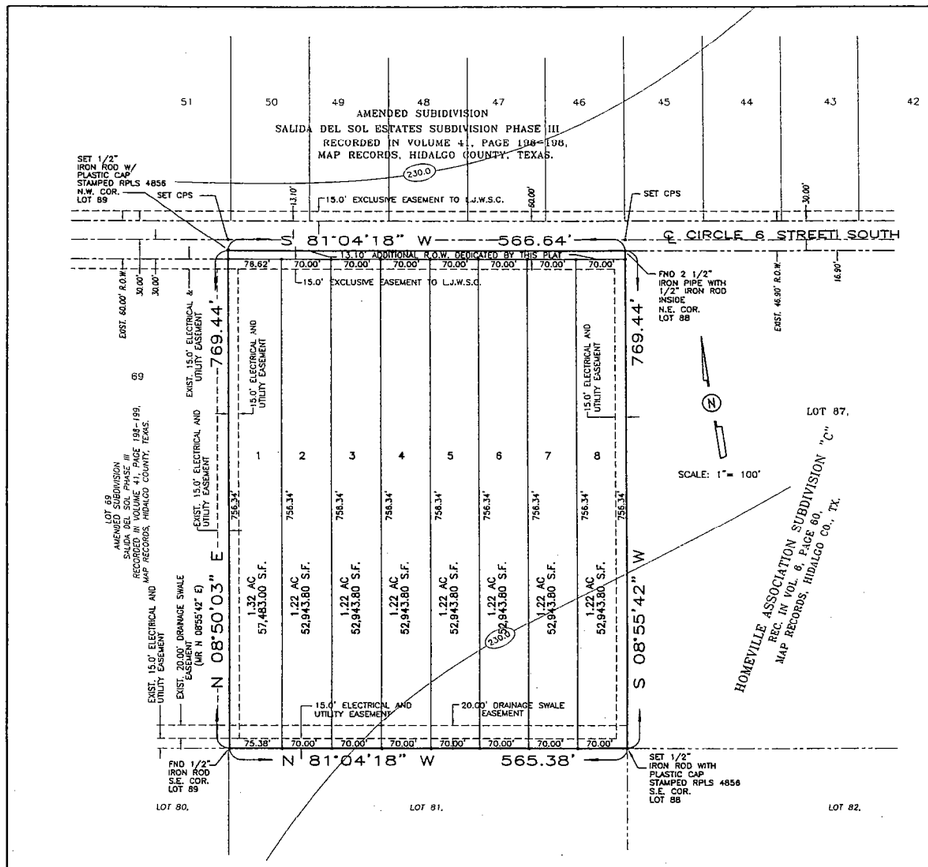
The proposed subdivision plat will dedicate 13.20 feet on Circle 6 Street South of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

Water Services will be provided by La Joya Water Supply Corporation. There is an existing eight (8) inch waterline on Circle 6 Street South that will serve as the primary source of water for the proposed development.

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on August 14, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **December 12, 2007.**



SALIDA DEL SOL ESTATES PHASE IV

A 10.00 ACRE TRACT OF LAND BEING ALL OF LOT 88, HOMEVILLE SUBDIVISION "C", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1459380 AND 1459386, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

SALIDA DEL SOL ESTATES PHASE IV

A 10.00 ACRE TRACT OF LAND BEING ALL OF LOT 88, HOMEVILLE SUBDIVISION "C", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1459380 AND 1459385, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 2 ½" IRON PIPE WITH ½" IRON ROD INSIDE FOUND ON THE SOUTH RIGHT OF WAY LINE OF CIRCLE 6 STREET SOUTH FOR THE NORTHEAST CORNER OF LOT 88 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°55'42"W, ALONG THE EAST LINE OF LOT 88, A DISTANCE OF 769.44 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 88 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°04'18"W, ALONG THE SOUTH LINE OF LOT 88, A DISTANCE OF 565.38 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 88 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°50'03"E (MAP RECORD; N 08°55'42"E), ALONG THE WEST LINE OF LOT 88, A DISTANCE OF 769.44 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH RIGHT OF WAY LINE OF CIRCLE 6 STREET SOUTH FOR THE NORTHWEST CORNER OF LOT 88 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°04'18"E, ALONG THE NORTH LINE OF LOT 88 AND THE SOUTH RIGHT OF WAY LINE OF CIRCLE 6 STREET SOUTH, A DISTANCE OF 566.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH AMENDED SALIDA DEL SOL ESTATES SUBDIVISION PHASE III, RECORDED IN VOLUME 41, PAGES 198-199, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS · REGISTERED · ALFONSO QUINTANILLA · 4856 · PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

I, MARIO FLORES, OWNER OF JF DEVELOPERS, L.L.C., AS OWNER OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SALIDA DEL SOL ESTATES PHASE IV, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

MARIO FLORES
JF DEVELOPERS, L.L.C.
5114 N. INSPIRATION RD.
MISSION TX., 78572

12/7/07
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared MARIO FLORES, proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 7th day of Dec, 2007.

LISA A. QUINTANILLA · MY COMMISSION EXPIRES · July 23, 2008

LISA A. QUINTANILLA – Notary Public

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

WE THE UNDERSIGNED CERTIFY that this plat of the SALIDA DEL SOL ESTATES PHASE IV was reviewed and approved by the Hidalgo County Commissioners Court on _____ . _____.

_____ _____
Hidalgo County Judge date

ATTEST: _____ _____
Hidalgo County Clerk date

COUNTY CLERK'S RECORDING CERTIFICATE

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

_____
_____ Hidalgo County Clerk

I, MR. FRANK FLORES, HEREBY CERTIFY THAT THE LA JOYA WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER SUPPLY FOR THE SALIDA DEL SOL ESTATES PHASE IV HIDALGO COUNTY, TEXAS. THE LA JOYA WATER SUPPLY CORPORATION IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECCESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS. THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE LA JOYA WATER SUPPLY CORPORATION AGREES THAT IT WILL PROVIDE WATER TO THIS AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION

_____
MR. FRANK FLORES
GENERAL MANAGER
LA JOYA WATER SUPPLY CORPORATION

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS · REGISTERED · EULALIO RAMIREZ · 77062 · PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77062

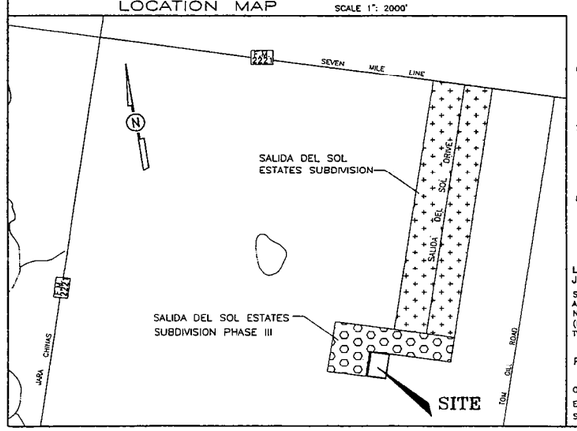
PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " C "
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD–PLAIN.
COMMUNITY–PANEL No. 480334 0275 B
EFFECTIVE DATE: JANUARY 2, 1981.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOOD PLAIN.
C.P.N. 480334 0275 B, EFFECTIVE DATE: JANUARY 2, 1981 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

LOCATION MAP SCALE 1": 2000'



2.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

3.– SETBACKS:

FRONT	30.00 FEET
REAR	35.00 FEET
SIDE	6.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

4.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF THE ROAD OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M.: ELEV. =
N.A.V.D. 88 DATUM.

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 11.392.92 CUBIC –FEET 0.28 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

8.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT, EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

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

SALIDA DEL SOL ESTATES PHASE IV IS LOCATED IN SOUTHWEST SIDE OF HIDALGO COUNTY ON THE SOUTH SIDE OF MILE 7 LINE (F.M. 2221), APPROXIMATELY 7900.00 FEET SOUTH AND 4700.00 FEET EAST OF ITS INTERSECTION OF TOM GILL ROAD & MILE 7 LINE (F.M. 2221). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF LA JOYA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF LA JOYA (POPULATION 4,468). SALIDA DEL SOL ESTATES PHASE IV LIES APPROXIMATELY 4.5 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PCT. 3.

9.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBMISSION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

10.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

11.– MARIO FLORES, THE OWNER & SUBDIVIDER OF SALIDA DEL SOL ESTATES PHASE IV RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

12.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

13.– EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14.– LOTS 1 THRU 8 SHALL HAVE COMMON ACCESS DRIVEWAYS.

15.– AN OFF– STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR A COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENTS PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

17.– IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY DETERMINES THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE L.J.W.S.C. PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S).

18.– THE RESIDENTIAL LOTS (1–8) SHOULD REFLECT SERVICE BY A 3/4" METER.

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEERING & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, ATTESTATION: COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION: REVISION NOTES.

SHEET 2 & 3 – ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION): DRAINAGE REPORT INCLUDING: DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: SUBDIVIDER CERTIFICATE AND STATEMENT: REVISION NOTES.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 DLLS(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
	JF DEVELOPERS, L.L.C.				
OWNER:	MARIO FLORES	5114 N. INSPIRATION RD.	MISSION, TX 78572	(956)585–3477	(956)585–2928
ENGINEER:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527

SHEET NO. 1	FILENAME: F:\DATA\SUBDIVS\HIDALGO CO\SALIDA DEL SOL PH.IV\SALIDA PH. IV–PLAT		
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	NOV. 22, 2004	MARTHA G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

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

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

DATE: DECEMBER 12, 2007

RE: LANTANA ACRES NO. 6 SUBDIVISION – PCT. 4

ON OCTOBER 9, 2007, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH LETTER OF CREDIT NO. 2994-S FOR THE ABOVE REFERENCED SUBDIVISION. THE LETTER OF CREDIT WAS USED TO SECURE THE FUNDS FOR THE PAVING AND DRAINANGE IMPROVEMENTS, WATER IMPROVEMENTS AND THE INSTALLATION OF ALL SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A PARTIAL RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF $177,460.00 DOLLARS. THIS REFLECTS THE COMPLETION OF THE ON SITE PAVING IMPROVEMENTS.

STAFF RECOMMENDS APPROVAL FOR THE PARTIAL RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF $177,460.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

FIRST NATIONAL BANK L.O.C NO. 2994-S

ORIGINAL AMOUNT	$ 405,310.00
1ST RELEASE	$ 97,900.00
2ND RELEASE	$ 177,460.00
BALANCE	$ 129,950.00

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TEXAS STATE BANK

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 2994-S

TO: Hidalgo County Judge
The Honorable J. D. Salinas
100 E. Cano, 2nd Floor
Edinburg, TX 78539

DATE: September 20, 2007 **SUBDIVISION NAME**: Lantana Acres No. 6

EXPIRATION DATE: September 20, 2008

We hereby authorize you to draw at sight on Texas State Bank for the account of The Three Grandes, LTD (the Subdivider), P. O. Box 959, Edinburg, Texas 78540-0959 up to the aggregate amount of Four Hundred Five Thousand Three Hundred Ten and No/100th ($405,310.00 USD) available by your draft(s) accompanied by a certification by the county judge, any county commissioner or the county treasurer that the following condition exists:

> 1) "A condition of draw exists under the Subdivision Construction Agreement dated *(enter date of agreement)*, by and between Subdivider and the County of Hidalgo (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement."

Partial drawings are allowed and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the stated amount of this credit, and upon any draw, reduction letter, cancellation, or maturity that exhausts this credit, the original of this credit will be surrendered to us.

Drafts must be drawn and presented on or by September 20, 2008, at the close of business of the Issuer of this credit. All draft(s) drawn under this standby letter of credit must be marked "Drawn Under Texas State Bank Irrevocable Standby Letter of Credit No. 2994-S, Dated September 20, 2007", and be presented to Texas State Bank, 3900 North Tenth Street, Attention: Letter of Credit Department, 4th Floor, McAllen, Texas 78501. Drafts will be honored within five calendar days of presentment.

Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600.

We hereby engage all drawers that draft(s) drawn under this credit and presented to Issuer in compliance with the terms and conditions of this credit will be duly honored. Presentation must be made on or before the expiration date.

This letter of credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

TEXAS STATE BANK

By: Thomas F. Lewis
Thomas F. Lewis
Executive Vice President

2402 E. Griffin Parkway • Mission, Texas 78572 • (956) 519 - 5300 • Fax (956) 585 - 9740

1304 S. 25th St. ★ Edinburg, Texas 78539 ★ (956) 318-2840 ★ Fax. (956) 318-2844

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

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

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

DATE: DECEMBER 12, 2007

RE: TAURUS ESTATES NO. 21 SUBDIVISION – PCT. 3

ON JUNE 12, 2007, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH LETTER OF CREDIT NO. 060807 FOR THE ABOVE REFERENCED SUBDIVISION. THE LETTER OF CREDIT WAS USED TO SECURE THE FUNDS FOR THE PAVING IMPROVEMENTS, WATER IMPROVEMENTS AND THE INSTALLATION OF ALL SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A PARTIAL RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF $216,603.36 DOLLARS. THIS REFLECTS THE COMPLETION OF ALL PAVING IMPROVEMENTS AND THE INSTALLATION OF ALL SEPTIC TANK SYSTEMS.

STAFF HAS NO OBJECTION TO THE RELEASE OF THE LETTER OF CREDIT IN THE AMOUNT OF $216,603.36 FOR THE AFOREMENTIONED IMPROVEMENTS.

FIRST NATIONAL BANK L.O.C NO. 060807

ORIGINAL AMOUNT	$1,543,170.19
1ST RELEASE	$ 137,500.00
2ND RELEASE	$ 165,352.97
3RD RELEASE	$ 406,713.86
4TH RELEASE	$ 617,000.00
5TH RELEASE	$ 216,603.36
BALANCE	$ 0

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT
County Of Hidalgo

IRREVOCABLE LETTER OF CREDIT NO. 060807

TO: County Judge (in his or her official capacity) Hidalgo County, Texas

DATE: June 08, 2007

We hereby authorize you to draw at sight on FIRST NATIONAL BANK, for the account of LEONEL BAZAN, (the Customer) up to the aggregate amount of One Million Five Hundred Forty Three Thousand One Hundred Seventy Dollars and 19/100ths ($1,543,170.19) (the Stated Amount) available by our draft, accompanied by a certification by the county judge, any county commissioner, or the county treasurer that the following condition exists:

"A Condition of draw exists under Subdivision Construction Agreement dated June 08, 2007, by and between Subdivider and the County of Hidalgo (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement."

Drafts must be drawn and presented by or on June 08, 2008 by the close of business of the Issuer of the credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customer and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication NO. 500).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Address of Issuer: FIRST NATIONAL BANK, 100 W CANO, EDINBURG, TX 78540
Signature of Issuer's Authorize Officer: _____

Printed Name: Sergio Garcia, Branch President
Title: Margaret Franco, Senior Loan Operations Officer

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department
1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

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

Eduardo Olivarez
Chief Administrative Officer

December 7, 2007

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

RE: TAURUS ESTATES NO. 21

Dear Mr. Sesin:

According to our records the septic tank systems for **TAURUS ESTATES NO. 21** a **225** lot subdivision, located on **FM 2221 AND SALIDA DEL SOL DRIVE,** have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Maria Morales,
Permit Clerk

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

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

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

DATE: DECEMBER 12, 2007

RE: B. FARIAS SUBDIVISION – PCT. 3

ON FEBRUARY 14, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF SEVEN (7) SEPTIC TANK SYSTEMS.

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

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

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

Nº 055501

May 13, 2005

RECEIVED OF: Baldemar Farias $ 7,000.00

Seven thousand and 00/100 DOLLARS

SUBDIVISION: B. Farias Subd. **DEVELOPER**

COST OF PAVING **COST OF DRAINAGE** **PCT.**

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

Other		
Total		

SUBDIVISION FEES
1100-341-30-210-001-0-000

Filing/Review Fee	$5.00
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
Total	$5.00

ESCROWS

1/3 Paving	Acct#
Septic Tanks	05-1100-211-00-000-018-0-000
Farias	7,000.00
Other	
Total	7,000.00

M.O. ☐

CHECK ☑ 8381 CASH ☐

PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04

BALDEMAR FARIAS OR LUPITA FARIAS 09/88
CARLOS FARIAS OR ANTONIO FARIAS
RT 1 BOX 5390 PH (956) 585-1388
7 MI N SHARYLAND RD
MISSION, TX 78574

8381

88-8629/3149

05-12-05
DATE

PAY TO THE ORDER OF Hidalgo County $ 7,000.00

Seven thousand dollars & 00/100 DOLLARS

Security Features Details on Back.

SECURITY 1st Federal Credit Union
MCALLEN, TX 78501
MISSION, TX 78572
WESLACO, TX 78596
HARLINGEN, TX 78550
956-661-4000

FOR (Septic tanks) Lupita Farias MP

⑈314986292⑈ 0000241604⑈8381

©HARLAND 2001

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

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

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

Eduardo Olivarez
Chief Administrative Officer

December 6, 2007

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

RE: B. Farias Subdivision

Dear Mr. Sesin:

According to our records one (1) septic tank system for **B. FARIAS SUBDIVISION,** a 7 lot subdivision, located on **SHARY AND SH 107,** has been installed, inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos Jr.

Chardo Ramos,
Assistant Chief Inspector

LH

AI-7050 **10.A.**

Thomson West Revised Contract Agreement
CC REGULAR

Date: 12/18/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Public Defender's Office
Department: BUDGET & MANAGEMENT
Agenda Area: Public Defender's Office

Information

CAPTION

1. Requesting authorization and approval to revise current contract agreement with Thomson West (provider of internet research and information services) by increasing monthly charge from $371.00 to $592.01 for 3 users. Increase is for additional research and investigative procedures.
2. Approval of revised contract agreement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1282-412-30-085-001-8-342
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 593044 currently has $1,113.00 available and the available balance in the account is $2,887.00 (as of 12/12/07). PO increase will be needed. Additional funding will be need for Jan - Sept 2008.

Attachments

Link: Thomson West Current & Revised Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/12/2007 02:08 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/12/2007 02:54 PM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 04:20 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 04:46 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV

Form Started By: Dale Kennan Started On: 12/12/2007 11:51 AM

Final Approval Date: 12/14/2007

Linda – 318-2577

WEST ORDER FORM FOR *WESTPACK* PRODUCTS
610 Opperman Drive
St. Paul, MN 55164-1803
Tel: 651/687-8000

Current contact

THOMSON WEST

REQUIRED

Check West account status below as applicable: Rep Name & Number **CRAIG DYE, 55264**

New ____ (NACI Form attached) **Existing with Increase Credit Limit** X (NACI Form attached)

Existing with no changes ____ **Existing with changes** ____ (Permanent name change must attach a Customer Name Change Form)

Acct # **10010055264** PO # _____ Date **Sept 2006**

Name/Subscriber **COUNTY OF HIDALGO PUBLIC DEFENDER** Bill To Acct # _____

Order Confirmation Contact Name **Jaime E. Gonzalez**

E-Mail **Jimmy.Gonzalez@co.hidalgo.tx.us**

Westlaw Password Contact Name (for password delivery) **Jaime E. Gonzalez**

E-Mail **Jimmy.Gonzalez@co.hidalgo.tx.us**

IF NEEDED

Permanent Address Change _____ **One-Time Ship To** _____ **Additional Ship To** _____ **Additional Bill To** _____

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

WestPack WestlawPRO Products

WestPack Promotion Code: WPK3

Full Svc #	WestlawPRO Products	# of Passwords/ FTEs/Students	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly WestlawPRO Charges
43000570	Texas Criminal Litigator Premier	4	530.00		-30%	$371.00

Notes: Non-Availability of Funds- If the County fails to appropriate or authorize the expenditure of sufficient funds to provide for the continuation of this Amendment or if a lawful order issue in or for any fiscal year during the Term of this Amendment reduces the fund appropriated or authorized in such amounts as to prelude making the payments set out herein, the Amendment shall terminate on the date said funds are no longer available with out any termination charges or other liability incurring to the subscriber. The Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation.

Total Monthly Charges $ **$371.00**

WestPack Print and CD-ROM Products

-Quantity of WestPack Titles-

Full Svc #	WestPack Print and CD-ROM Products	New *	Existing **	List/CD-ROM Charges	Other	Total List/CD-ROM Charges
22044954	Vernon's Texas Statutes Annotated	x		$2500.00	-50%	$1250.00

Total Charges **$1250.00**

COPY

OX

* This is a new title for Subscriber or Subscriber maintains an existing subscription to this WestPack title and desires additional copy(ies) – ship and enter subscription(s) for the requested title.

** Subscriber maintains existing subscription(s) to this WestPack title – do not ship.

Monthly WestlawPRO Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for the minimum term elected by Subscriber with his/her initials below ("Minimum Term"). If Subscriber agrees to commit to a longer Minimum Term of 24 months or 36 months, any increases in Subscriber's Monthly WestlawPRO Charges will be billed as set forth herein. Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, Monthly WestlawPRO Charges, CD-ROM Charges and WestPack Subscription Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein).

Subscriber's Initials for 12, 24 or 36 Month Minimum Term

____ 12 Month **Minimum** Term for WestlawPRO, WestPack Print and CD-ROM Products – 20% WestPack Print and CD-ROM Product discount (new and existing)

____ 24 Month **Minimum** Term for WestlawPRO, WestPack Print and CD-ROM Products – 30% WestPack Print and CD-ROM Product discount (new and existing) – Monthly WestlawPRO Charges for second 12 months not to increase by more than _____% over Monthly WestlawPRO Charges for initial 12 months.

__✓__ 36 Month **Minimum** Term for WestlawPRO, WestPack Print and CD-ROM Products – 50% WestPack Print and CD-ROM Product discount (new and existing) – Monthly WestlawPRO Charges for second 12 months not to increase by more than 4____% over Monthly WestlawPRO Charges for initial 12 months and Monthly WestlawPRO Charges for third 12 months not to increase by more than 4____% over Monthly WestlawPRO Charges for second 12 months.

____ **Subscriber's Initials** 3 attorneys or corporate users are employed by Subscriber at the location identified above.

Internal Corporate Use Only		**BND**

Technical Contact for Westlaw Patron Access, Westlaw Correctional Facilities and Campus Research

Name (please print): _____ Current Acct # _____

Telephone: _____ E-Mail Address _____

_____ Subscriber's Initials _____ terminals will be used for Patron Access/Correctional Facilities (not required for Campus Research).

WestlawPRO Renewals

WestlawPRO Products	**Current Monthly WestlawPRO Charges**

Notes:

_____ **Subscriber's Initials for 12 Month Renewal Term** * Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be _____% more than the current WestlawPRO Charges.

_____ **Subscriber's Initials for 24 Month Renewal Term** * Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months.

_____ **Subscriber's Initials for 36 Month Renewal Term** * Subscriber agrees to commit to an additional 36 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be_____% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the second additional 12 months.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions shall immediately terminate and Subscriber's Monthly WestlawPRO Charges shall increase to then-current rates. The percent increase for the initial 12 months of the Term, as elected above, after the renewal effective date will apply unless then-current monthly WestlawPRO rates are less, in which case the then-current monthly WestlawPRO rates will apply.

* Effective at the end of the current Minimum Term ("Renewal Term"). Upon conclusion of the Renewal Term, Monthly WestlawPRO Charges are billed thereafter at then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement.

Westlaw Passwords and QuickView+

Last Name	First Name, M.I.	Atty	Lib	Para	Other	Product(s)
Gonzalez	Jaime E.	X				All
Espinosa	Pilar	X				All
Narvaez	Jennifer	X				All
Pacheco	Yvette			X		All

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to the accuracy of charges or other information on QuickView+.

Authorized QuickView+ Password Holder _____ Password _____ Authorized Acct. # _____

OX

Additional Non-WestPack WestlawPRO, CD-ROM and West LegalEdcenter Products

Full Svc #	Non-WestPack WestlawPRO/ CD-ROM/WLEC Products	# of Pwds Conc. CD Users	Mo. Banded/ Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD/ WLEC Charges

Notes (including KeyCode):

Total Monthly Charges $

Monthly WestlawPRO Charges, Monthly CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a 12 month Minimum Term. Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein. Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly WestlawPRO Charges and/or West LegalEdcenter Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein).

_____ **Subscriber's Initials for 24 Month WestlawPRO and/or West LegalEdcenter Minimum Term** Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months.

_____ **Subscriber's Initials for 36 Month WestlawPRO and/or West LegalEdcenter Minimum Term** Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than 4____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the third 12 months not to increase by more than 4____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

Westlaw passwords may only be used by the person to whom the password is issued and sharing of Westlaw passwords is STRICTLY PROHIBITED. Subscriber is responsible for all Excluded Charges as incurred.

_____ **Subscriber's Initials** ✓ 3 attorneys or corporate users are employed by Subscriber at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges)

____ CD-ROM and/or West LegalEdcenter annual billing (please check if requested)

West LegalEdcenter Online Features and Services:

Subscriber shall initial and complete the following (as applicable):

____ Subscriber has completed and attached Exhibit 1; identifying each individual who shall receive a seat license

____ Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including username and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber's users may opt out after the initial e-mail communication.

Programs excluded from the Online CLE Pass shall be billed at then-current rates via credit card billing.

Non-WestPack Print Products

Full Svc #	Non-WestPack Print Products	Quantity	List Charges	Other	Charges

Notes:

Total Charges $

Terms of Payment for Print Products. West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are $ _____ per month plus tax for approximately _____ months until the purchase price, plus any additional amounts under this Order Form, is paid in full. Interest is waived on all installments of 12 or 24 months.

Subscription Service. Subscription service may consist of updates and supplements to the service, as follows: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber after the Minimum Term for WestPack print or CD-ROM products.

General Provisions. This Order Form is subject to approval by West in St. Paul, Minnesota and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due

X

and payable at the sole option of West. Interest charges may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

Returns. If Subscriber is not completely satisfied with any non-WestPack print or non-WestPack CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges are not refundable.

	Online Products to be Lapsed	
Full Svc #	**Online Products**	**# of Passwords**

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature X _____ **Date** _____

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name Ramon Garcia, County Judge Approved by Commissioners' Court on 9-5-06 at

Date 9-19-06

Signature X

For Credit Card Transactions only: **Visa** ____ **Master Card** ____ **Am Ex** ____

Card # _____ **Expir. Date** _____ **Total Amt. to Charge** _____

OX

U.S.Departemtn of Commerce Economic Development Corporation in connection with Preparing an Economic Development Administration Planning Grant for Hidalgo County", with Border Visions Consulting Group L.L.C.

W. Hidalgo County

1. **Requesting approval of a correction to the renewal term of the contract with Border Visions to reflect a two (2) year term (as provided under the Current Agreement) and not the one (1) year as approved on Commissioners'Court August 29, 2006.**

2. **Presentation for discussion, consideration and approval to execute a professional engineering services contract with L & G Engineering for "Professional Engineering Services-Construction Materials Testing for Sally Port Project", for Hidalgo County as approved for negotiations on CC 08/22/06**

3. **Recommending bid award and approval of contract (subject to legal review) to the lowest bidder meeting all specifications as attached hereto for: "Hidalgo County CRS-2(Cationic Rapid Setting) Emulsified Asphalt"-RFB (to include all funding sources i.e. R&B,CIP, and CAP) (2006-300-08-30-MSS).**

X. Public Defenders:

1. **Requesting approval of Agreement for "Online Research Services" with West Group and authority for County Judge to execute agreement**

Y. Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following applicable items necessary in anticipation of real property/real estate acquisition(s), fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policy 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).

15. Precinct #3:

A. REQUESTING APPROVAL TO INCREASE SLOT#'S (SEE BELOW), DUE TO ADDITIONAL DUTIES.

Road & Bridge Department--

#005-032 (Maintenance I), from $18,122.00 to $20,800.00

#005-052,005-053,and 005-054 (Maintenance I) from $17,999.73 to $20,800.00 and

Sanitation--

#001-002 (Heavy Equip. Oper. III) from $18,485.50 to $20,800.00

#001-010 (Maintenace I) from $18,485.57 to $20,800.00

B. Approval of revised salary schedule.

16. Pct. #4

A. Request authorization to name county dedicated road located within Hidalgo County Pct. #4 as follows: M. Davila Sr. Rd.

B. Request authorization to supply a trash container (bin) for community clean up, as per resident request location: Kenyon Rd, south of Schunior

17. Safety Division:

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, September 05, 2006.

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

By:_____
Date: 9-11-06

HIDALGO COUNTY JUDGE

BY _____
RAMON GARCIA, COUNTY JUDGE

Approved by Commissioners' Court
on 9-5-06

ATTEST:

_____
Eddy Trevino, County Clerk
Date:_____

Subscriber Agreement for Internet - Based Services

AGREEMENT entered into between Tippah Co. Public Defender's ("Subscriber") and West, a Thomson business ("West"), regarding West's Internet – based services ("Services"), as follows:

1. Subscription

Subscriber may subscribe to the Services by agreeing to the terms and conditions of this Agreement and by submitting a then-current West order form ("Order Form") and identifying the Internet- based product requested by Subscriber.

2. License

(a) Grant. Subscriber is hereby granted a non-exclusive, non-transferable, limited license to access the Services. The Services may consist of various West-owned and third party databases, services, functions and remotely-accessed gateways (all of which may be referred to as "Features") which may change from time to time. Access to certain Features may be restricted. Subscriber is licensed to use data made available to Subscriber on the Services ("Service Data," which includes "Downloaded Service Data" as defined below) solely for Subscriber's internal business purposes and in the regular course of Subscriber's legal (associated with the practice of law) and other research and related work. Certain Features are licensed subject to paragraph 3 or subject to Additional Terms (as defined below), all of which take precedence over the license granted in this paragraph. Except as otherwise provided with respect to certain Service Data, the license includes the right to download and temporarily store insubstantial portions of Service Data ("Downloaded Service Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Service Data and (ii) to quote and excerpt such Downloaded Service Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Service Data for internal use and for distribution to third parties if such third parties agree not to further distribute the printouts. Subscriber may use any Service Data or any other information cached in Subscriber's local disk drive solely in support of its use of the Services and for no other purpose. Subscriber may, on an occasional basis transmit individual documents in electronic format to individual internal user(s). Direct transmission of electronic copies by Subscriber is prohibited. The Services are licensed for use at a single Subscriber office location ("Site"), unless otherwise agreed by the parties. The Order Form will indicate the number of concurrent users authorized to access each product.

(b) Limitations. Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Services. Further, Subscriber may not reproduce all or any portion of the components of the Services. Subscriber may not copy, download, store, publish, transmit, transfer, sell or otherwise use the Service Data or any portion of the Service Data, in any form or by any means, except (i) as expressly permitted in this Agreement, (ii) with West's prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement or by the Additional Terms, as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Service Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license or distribute the Service Data (including printouts or Downloaded Service Data) to third parties or use the Service Data as a component of or as a basis for any material offered for sale, license or distribution.

(c) Rights in the Service Data. Except for the license granted in this Agreement, all right, title and interest in the Service Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors") of the Service Data.

(d) Additional Terms and Conditions. Certain Features are governed by terms and conditions, including charges, which are different than those set forth in this Agreement ("Additional Terms").

Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online or by such other means as West may determine. Additional Terms may be modified effective upon West giving Subscriber notice (in writing, online or otherwise) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement

3. Charges and Billing

The charges (the "Charges") currently payable by Subscriber for each product are as set forth on the Order Form. The Charges may be modified at any time without notice. Charges for additions and for Features introduced after the effective date of this Agreement will be determined by West. All charges are exclusive of sales, use, ad valorem, value added tax (VAT) or equivalent, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days of receipt. If full payment is not made, Subscriber may be charged up to the maximum legal interest on the unpaid balance.

4. West-Proprietary Data

West grants a non-exclusive, non-transferable, limited license to individual users within Subscriber entities to store and use West-proprietary Downloaded Service Data (as defined above) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Service Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Service Data in a Project Database after the project ends, in an archival database used as a research tool or in a database accessible to external users is prohibited.

5. Responsibility for Certain Matters

Subscriber is responsible for notifying West in writing of persons to whom Services passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Services passwords. Subscriber is also responsible for all access to and use of the Service Data by Subscriber's personnel or by means of Subscriber's equipment or Services passwords, whether or not Subscriber has knowledge of or authorizes such access and use.

6. Disclaimer of Warranties and Limitation of Liability

Subscriber acknowledges that provision of the Services entails the likelihood of some human and machine errors, delays, interruptions and losses, including the inadvertent loss of Service Data or damage to media which may give right to loss or damage. The performance of the Services varies with the manufacturers' equipment with which it is used. West does not warrant the level of performance of the Services or that the Features contained in the Services will achieve Subscriber's desired results. Certain software used by Subscriber may not be capable of supporting certain Features. West shall have no liability whatsoever for any claim(s) relating to any user's inability to access the Services properly or completely. NEITHER WEST, ITS AFFILIATES OR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO

THE LIFE OF ANY URL GENERATED OR PUBLISHED BY WEST. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND THE SERVICE DATA ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE SERVICES OR THE SERVICE DATA WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC SERVICE, PRODUCT OR FEATURE (i.e., DATABASE, SERVICE OR FEATURE), AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM ANY RESEARCH OR RELATED WORK OR TO PERFORM SUCH RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON SERVICE DATA, OR (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE THE SERVICE DATA EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING SERVICE DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE.

7. Limitation of Claims

Except for claims relating to Charges or improper use of the Service Data, no claim, regardless of form, which in any way arises out of this Agreement or the use of, or inability to use, the Services, Service Data or Features may be made, nor action based upon such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

8. Effect of Agreement

This Agreement (which includes all applicable Order Forms, Additional Terms and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

9. Term and Termination

This Agreement and each Order Form incorporated herein will become effective upon approval by West in St. Paul, Minnesota and will continue for a minimum of 12 months. Thereafter, Subscriber may terminate any one or more product subscriptions by giving written notice of termination. West may terminate a product subscription upon 30 days prior written notice, if such Service is no longer commercially available. Subscriber may terminate immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraph 8) containing new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber. West may terminate this Agreement, including all product subscriptions immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of this Agreement or of any obligation to West under any other agreement between the parties. Subscriber may terminate this Agreement or any one or more of Subscriber's product subscriptions immediately upon giving written notice of termination if West commits a material breach hereof.

10. Force Majeure

West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

11. Notices

Except as otherwise provided in this Agreement, all notices must be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, Attention: Customer Service, and to Subscriber at the address set forth below.

12. General Provisions

This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion hereof may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof. West, as used herein, applies to West Publishing Corporation, West Services, Inc., West Applications, Inc. and their affiliates.

13. Export Laws

The Services, the Services technology and its related documentation may be subject to and may not be exported or reexported in violation of the U.S. Export Administration Act and its implementing regulations.

Schedule A to Westlaw® Subscriber Agreement

Westlaw.

Plan 2 Government Service

Available only to government personnel accessing Westlaw for government purposes.

Upon accessing Westlaw, a user may elect either per minute or transactional billing in the Options Directory for the WestMate® and the westlaw.com® platforms. Such billing election will be effective for all subsequent sessions unless the election is changed within the same access platform. The SUBSCRIBER Database lists the per minute billing classifications, transactional charges and per document charges for each database.

1. **Per Minute Charges**

A. Per Minute Database Charges	Per Minute Rate
i. **Combination Databases**	$1.23
ii. **Highlights Databases**	2.05
iii. **Basic Databases**	3.28
iv. **Westlaw Standard Databases**	4.45
v. **Westlaw Standard Databases-Codes**	5.33
vi. **Deluxe Databases**	5.58
vii. **Specialty Databases**	6.17
viii. **Premium Databases**	6.37
ix. **Allfile Databases**	6.87
x. **Multi-Search Databases**	7.25
xi. **Super Allfile Databases**	7.75
xii. **Select Databases**	10.25
xiii. **ResultsPlus™ Standard Databases**	5.57
xiv. **ResultsPlus Premium Databases**	8.18
xv. **ResultsPlus Allfiles Databases**	8.80
xvi. **ResultsPlus Super Allfiles Databases**	9.68

Usage charges begin when Subscriber's password is transmitted and end when Subscriber's telecommunications link is disconnected.

B. **Communications Charges.** $ .22 per minute.
Communications charges begin when a password is transmitted and end when the telecommunications link is disconnected -- they apply to the entire Westlaw session, excluding offline transmission, offline automated citation checking, Dockets™ and the SUBSCRIBER Database (when accessing Westlaw via transactional billing).

2. **Transactional Charges**

A. **Search Charges**
Each search query will incur a search charge. Search charges range from $0 to $140 per search. The search charge applicable to each database is available in the SUBSCRIBER Database. For sales tax purposes only, a percent of each search charge is allocated to communications.

Search charges for multiple database searches are discounted as follows:

1 database	No discount
2-3 databases	10% discount
4-10 databases	20%
11+ databases	N/A

B. **Online Find Charges**

	Charge Per Document
Find (includes Primary Law)	$6
Find (includes Secondary Law)	12
Find (BNA, RIA)	15
Find (PastStat Loc, State LH, NetScan & StateNet)	25
Find (ResultsPlus)	35
Find (ResultsPlus Briefs/Trial Documents)	50
Find (Briefs and Trial Documents)	50
Find (State Survey)	85
Find by Title*	N/A
Expert Witness	50-125
Regulations Plus/Dockets	10

*Find by Title creates a search query which will result in a search charge. No separate Find transactional charge will apply. See SUBSCRIBER Database for detailed pricing.

C. **Online Citation Checking Charges**

Citation Service	Charge Per Citation
KeyCite®	$6.25
RIA-Cite	6.25

QuickCite® creates a search query which will result in a search charge. No separate online citation checking charges apply. No offline transmission charges apply.

D. **QUOTE Charges** $.15 per entry

E. **Find Previous Section/Next Section**
Westlaw Find up to $42.50/document

3. **Subscription Charge.** $125 per month per agency

4. **Volume Discount**

Monthly Westlaw Charges	Monthly Volume Discount
$0-$5,000	0%
5,001-10,000	2.0%
10,001 +	2.5%

Volume discounts are calculated on a monthly basis and are based on Subscriber's average Westlaw Charges from the initial three of the four months prior to the month in which the discount(s) will be applied. Monthly volume discounts are not cumulative and are applied at each level of Westlaw Charges incurred. All Westlaw Charges, after applicable credits, except Westlaw Public Records transaction, Company Profiles Database, Derwent World Patents Legal Database, DIALOG on Westlaw Databases, Dossier Databases, AMA-ATLAS Database and PDF charges are eligible for the volume discount.

5. **Offline Transmission Charges**

A user may elect either per line or per document offline transmission billing in the Options Directory. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and facsimile machines, unless otherwise indicated.

	Rate Per Line	Rate Per Document
Westlaw Public Records Databases	$ .035	$ 1
Briefs	.035	17.50
DIALOG on Westlaw Databases	N/A	7.50
Selected databases	up to .65	up to 50
All other databases	.035	7.50

6. **WestCheck® and find&print.com Charges**

Citation Service	Charge Per Citation
KeyCite	$6.25
Table of Authorities	1.00
QuoteRight®	7.00
Find	13.50 – 142.50
Find (Selected databases)	27.00 – 60.00
Content Verification	.50

No offline transmission charges apply.

7. **Training Charges**
Onsite training and training at West Information Centers will be provided at no charge.

8. Alert Services Charges

WestClip®

Non-continuous Clipping	$0
Continuous Clipping	$4.50 per day per search
BNA Clipping	$14.00 per transaction

KeyCite Alert

Non-continuous Clipping	$7.00 per transaction
Continuous Clipping	$9.00 per day per transaction

Database and DIALOG per document charges apply to the online display of WestClip and Dockets Alert results. Find charges and charges associated with documents viewed from KeyCite Alert and Dockets Alert results shall apply. Connect time and communications charges do not apply during transactional billing sessions. Offline transmission charges do not apply to WestClip cite lists (excluding BNA) or KeyCite Alert.

9. Images Charges

	View Online	Printed or Downloaded
DIALOG on Westlaw Databases	$4	$4
All other databases	0	0

Offline transmission charges apply to text printed with images, but not to the images themselves. Communications charges do not apply during transactional billing.

10. Westlaw Public Records Charges

The Scope screen for each Westlaw Public Records Database lists its database classification for per minute billing. The search charge applicable to each Westlaw Public Records Database is available in the SUBSCRIBER Database. Additional charges for third-party services may apply. The following transaction charges apply in addition to the per minute and transactional charges:

	Charge Per Detail Record Viewed
Delaware Corporate Records	$9.00

	Charge Per Entry
D&B Alert	$5.00

The following charges apply in lieu of per minute and transactional charges:

	Charge Per Document
Duns Business Records Plus*	
Business Record & Full Financial	$128.90
Business Information Report (domestic)	110.00
Business Information Report (international)	
Africa	443.00
Middle East	443.00
Asia Pacific	443.00
Latin America	340.00
Europe	288.00
Canada	144.00
Comprehensive Report	129.50
Family Tree Report	60.10
Business Record & Financial Abstract	60.10
Business Record	35.70
Business Abstract	23.35
Family Member Profile	9.80
Company Relations	2.35
Per company - 250 companies maximum (250 companies or more - no additional charge)	
Branch Locations	2.35
Per location - 250 locations maximum (250 locations or more - no additional charge)	

*Minimum fee of $15.75 per search.

11. Company Profiles Database Charges

Index Search	$0
Company Profile	35 per report
ResultsPlus	40 per report

Offline transmission charges apply to citations list but do not apply to Company Profiles reports themselves.

12. DIALOG on Westlaw Charges

The SUBSCRIBER Database lists the per minute database classification, transactional search charges and any applicable per document and images charges for each DIALOG database or service.

Additional Terms. Certain DIALOG Databases are subject to additional terms and conditions as set forth in the most current Database Supplier Terms and Conditions, which are available online.

13. Dockets Charges

The following charges apply in lieu of per minute and transactional charges:

Search	$7 per transaction
View document	5 per document
Update document	2 – 8 per document
Dockets Alert	5 per transaction
Multi-Base Searches	20 – 100 per transaction
Docket Tracking	2 – 10 per transaction
Document retrieval services	At then-current rates

14. Dossier Databases Charges

Person Profile (cite list)	$35 per search
Person Profile Report	40 per report
Company Records Scanner (cite list)	25 per search
Company Records Scanner Report	50 per report

No offline transmission charges apply.

15. PDF Charges

Attorney Medical Advantage	$225.00 per image
Briefs/Trial Docs	50.00 per image
Deed Image	25.00 per image
Dockets PDF	4.00 per image
Expert Witness	50.00 per image
Investext	9.95 per page
Patent Image	3.00 per image
ResultsPlus Investext	14.95 per 1st page
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AGREEMENT entered into between _____ ("Subscriber"), as defined on the West LegalEdcenter Order Form ("Order Form") and **West, a Thomson business** ("West") regarding West LegalEdcenter, its online continuing legal education service, as follows:

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a. Grant. Subscriber is granted a non-exclusive, non-transferable, limited license to access and use West LegalEdcenter. West LegalEdcenter consists of various West-owned and third party databases, services, functions and "Content, as defined herein (collectively "Features") which may change from time to time. Access to certain Features may be restricted. Subscriber is also licensed to access and use "Content" (as defined herein) made available on West LegalEdcenter for educational purposes and in the regular course of legal and other research and related work. "Content" includes both text-based Content and multi-media (streaming audio and/or video) Content. Subscriber is licensed to download one copy of text-based Content on any single computer for Subscriber's personal, noncommercial use, as long as all copyright and other proprietary notices remain intact and are prominently displayed; and, Subscriber may download and store the text-based Content ("Downloaded Content") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Content (ii) to print out such Downloaded Content only for internal use and (iii) to quote and excerpt from such Downloaded Content (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work. With respect to multi-media Content, Subscriber is licensed to present audibly and/or visibly the audio and/or video signal on any single computer contemporaneous with the transmission of the multi-media Content from West LegalEdcenter and only for each individual user who is registered to access and use the Content, and, Subscriber may not download or store the multi-media Content.

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d. Additional Terms and Conditions. Certain Features are governed by terms and conditions, which may be different from those, set forth in this Agreement ("Additional Terms"). Additional Terms include, but are not limited to, the then current "Terms and Conditions " and the "Click-Wrap Agreement" incorporated therein by reference, posted under those titles on www.westlegaledcenter.com. Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online or by such other means as West may determine. Additional Terms may be modified effective upon West giving Subscriber notice (in writing, online or otherwise) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms relating to Subscriber's use of West LegalEdcenter will be considered part of this Agreement.

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6. westlegaledcenter.com.

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9. Limitation of Claims. Except for claims relating to West LegalEdcenter Charges or improper use of West LegalEdcenter, Features, Content or westlegaledcenter.com, no claim, regardless of form, which in any way arises out of this Agreement, may be made, such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

10. Term and Termination. This Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force until terminated by either party upon at least 30 days prior written notice of termination to the other party. West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties. Subscriber may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 1.d. and 11) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber or either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

11. Effect of Agreement. This Agreement (which includes all current and future Order Forms and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

12. Force Majeure. West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

13. Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth on the Order Form.

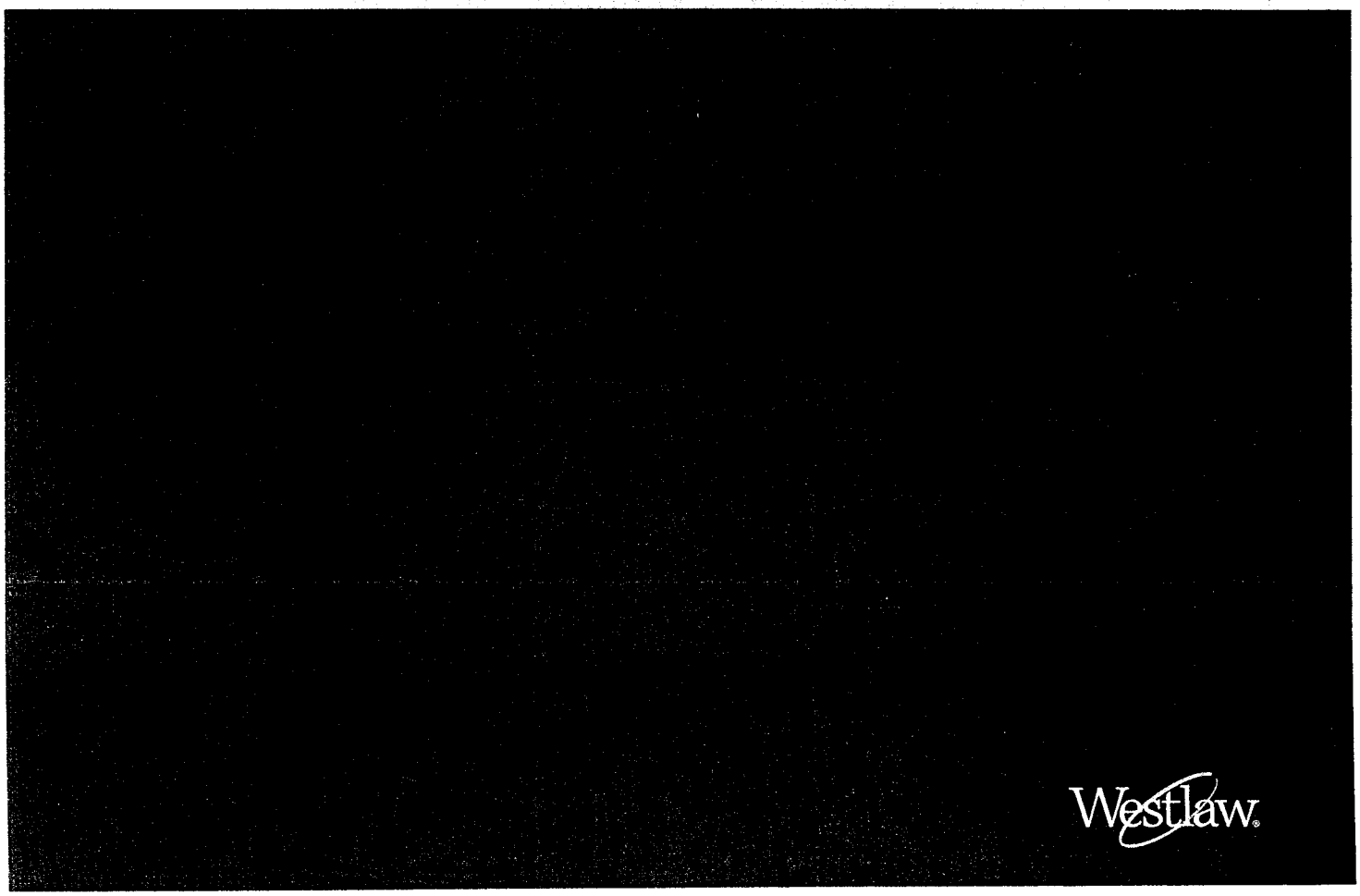
14. General Provisions. This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Revised New contract

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Customer: This order has been created on your behalf by your Thomson West sales representative cory.thompson@thomson.com . **Please sign and date the form below to confirm your order.**

Web order ID: 6282

Account Information:
Account #: 1003438829
HIDALGO COUNTY PUBLIC DEFENDER
100 E CANO ST STE 206
EDINBURG, TX 78539
US
956-318-2600

Shipping Information:
Account #: 1003438829
HIDALGO COUNTY PUBLIC DEFENDER
100 E CANO ST STE 206
EDINBURG, TX 78539
US
956-318-2600

Billing Information:
Account #: 1003438829
HIDALGO COUNTY PUBLIC DEFENDER
100 E CANO ST STE 206
EDINBURG, TX 78539
US
956-318-2600

Contact Information:
Ordered By: 0018007
Customer Name: JAMIE GONZALEZ
Customer Email Address: JIMMY.GONZALEZ@CO.HIDALGO.TX.US
Order Source: 27
Revenue Channel: 30
Order Date: 10/26/2007 2:30:50 PM
P.O. Number:

Shipping Information:
Shipping Method: FREE Ground Shipping - U.S. Only

Payment Information:
Payment Method: WestAccount
Account Number: 1003438829

Edit Payment Method

Additional Information:
Number of Attorneys: 3

Internal Comments:

40528947 -14
CustomProModule:40014957; Texas Cases & Statutes
CustomProModule:40227440; Criminal Records
CustomProModule:40318821; National Public Records
CustomProModule:40527780; Texas Administrative Code
CustomProModule:40525508; Register and Attorney General Opinions
CustomProModule:40448271; Texas Criminal Analytical and Jury Instructions Collection
CustomProModule:40368377; National Criminal Briefs
CustomProModule:30312929; Federal Criminal Briefs

30311444 -0
ExistingSub:21044954; TX VERN STAT SUB
ExistingSubDisclaimer:Subscriber maintains existing subscription(s) to this WestPack title - do not ship

LapseSub:; 000000000040333569; 0113171000; WPK3; 1; WL PRO CRIMINAL LITGR PREMIER TX BANDED

You are placing an order for the following items:

Qty	Product	Material ID	List Price	Other	Program Details	Program Codes	Net Price
1	Texas Government Criminal Litigator 14-15 points (WestlawPRO®)	40528947	List Price: **Monthly:** $690.00 **Your Price: Monthly:** $365.70 **You Save: Monthly:** ($324.30)	47%	• Exception Approved	545210	

Module List:

Description	Service #
Texas Cases & Statutes	40014957
Criminal Records	40227440
National Public Records	40318821
Texas Administrative Code	40527780
Register and Attorney General Opinions	40525508
Texas Criminal Analytical and Jury Instructions Collection	40448271
National Criminal Briefs	40368377
Federal Criminal Briefs	30312929

You have requested access for the following users:

User	End Date	Position	Email
ESPINOSA, PILAR		ATTORNEY	pilar.espinosa@co.hidalgo.tx.us
GONZALEZ, JAIME E		ATTORNEY	
NARVAEZ, JENNIFER		ATTORNEY	
PACHOCO, YVETTE		PARALEGAL	yvetpublicdefender@yahoo.com

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a minimum of 12 months ("Minimum Term"). Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein. Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly WestlawPRO Charges and/or West LegalEdcenter Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than 6% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the third 12 months not to increase by more than 6% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

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$120.00

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You Save:
Monthly:
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You have requested access for the following users:

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ESPINOSA, PILAR		ATTORNEY	pilar.espinosa@co.hidalgo.tx.us
GONZALEZ, JAIME E		ATTORNEY	
NARVAEZ, JENNIFER		ATTORNEY	
PACHOCO, YVETTE		PARALEGAL	yvetpublicdefender@yahoo.com

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a minimum of 12 months ("Minimum Term"). Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein. Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly WestlawPRO Charges and/or West LegalEdcenter Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than 6% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the third 12 months not to increase by more than 6% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

3 attorneys or corporate users are employed by Subscriber (or terminals used for Patron Access and Correctional Facility Products) at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the number of Subscriber's affiliated attorneys exceeds this number, West reserves the right to increase Subscriber Monthly WestlawPRO Charges as applicable.

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Your Price:
Monthly:
$47.70
You Save:
Monthly:
($42.30)

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User	End Date	Position	Email
ESPINOSA, PILAR		ATTORNEY	pilar.espinosa@co.hidalgo.tx.us
GONZALEZ, JAIME E		ATTORNEY	
NARVAEZ, JENNIFER		ATTORNEY	
PACHOCO, YVETTE		PARALEGAL	yvetpublicdefender@yahoo.com

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a minimum of 12 months ("Minimum Term"). Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein. Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly WestlawPRO Charges and/or West LegalEdcenter Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than 6% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for

the third 12 months not to increase by more than 6% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

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Your Price: Monthly: $115.01

You Save: Monthly: ($101.99)

Existing Subs:

Description	Service #
TX VERN STAT SUB	21044954

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ESPINOSA, PILAR		ATTORNEY	pilar.espinosa@co.hidalgo.tx.us
GONZALEZ, JAIME E		ATTORNEY	
NARVAEZ, JENNIFER		ATTORNEY	
PACHOCO, YVETTE		PARALEGAL	yvetpublicdefender@yahoo.com

Monthly WestlawPRO WestlawPRO Charges will be billed as set forth herein. Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, Monthly WestlawPRO Charges, CD-ROM Charges and WestPack Subscription Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for the minimum term elected by Subscriber with his/her initials below ("Minimum Term"). If Subscriber agrees to commit to a longer Minimum Term of 24 months or 36 months, any increases in Subscriber's Monthly

36 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products – 50% WestPack Print and CD-ROM Product discount (new and existing) – Monthly WestlawPRO Charges for second 12 months not to increase by more than 6% over Monthly WestlawPRO Charges for initial 12 months and Monthly WestlawPRO Charges for third 12 months not to increase by more than 6% over Monthly WestlawPRO Charges for second 12 months.

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Order Subtotal:	**N/A**
Billed Monthly:	**$592.01**
**** Estimated Tax:**	**TBD**
Order Total:	$0.00

Order subtotal does not include subscriptions, tax, or any expedited shipping charges.

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Material #:
000000000040333569

Subscription Service and Passwords. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other

related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

General Provisions. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is nontransferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

Returns. If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges and West LegalEdcenter Charges are non-refundable.

Subscriber Agreement for Westlaw® and CD-ROM Libraries

Westlaw.

AGREEMENT entered into between "Subscriber" as set forth on the West order form ("Order Form") and West, a Thomson business ("West"), regarding Westlaw and/or CD-ROM Libraries, as follows:

1. Westlaw and CD-ROM Libraries. Subscriber may subscribe to Westlaw, West's computer assisted legal research service, via certain packaged Westlaw Schedule A price plans, and/or CD-ROM libraries ("Libraries") by submitting a then-current Order Form. All references herein to CD-ROM, CD-ROM Libraries or Libraries shall also include the DVD-ROM format/media. All Library subscriptions shall include access to Westlaw. Westlaw and CD-ROM Libraries are licensed to Subscriber subject to the terms and conditions of this Agreement, the Order Form, the applicable Schedule A or as otherwise agreed by the parties in writing. This Agreement supplements but does not supersede any Westlaw Subscriber Agreement in effect between Subscriber and West as of the effective date of this Agreement ("Existing Westlaw Agreement").

2. License.

(a) Grant. Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw and the CD-ROM Library(ies) to which Subscriber subscribes. Such license includes the right to access data made available on Westlaw ("Westlaw Data") and data contained in the CD-ROM Library(ies) ("CD-ROM Data," collectively "Data" which includes "Downloaded Data" as defined below). Subscriber may use the Data internally solely in the regular course of legal and other research and related work. Except as otherwise provided with respect to certain Westlaw Data, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties if such third parties agree not to further distribute the printouts.

(b) Limitations. Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement or by the "Additional Terms" (as defined below), as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license or distribute Data (including printouts of Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

(c) Westlaw. Westlaw consists of various West-owned and third party databases, services, functions and remotely-accessed gateways (collectively "Features") which may change from time to time. Access to certain Features may be restricted. Certain Features are licensed subject to paragraphs 3, 6 and 7 which take precedence over the license granted in this paragraph or additional terms ("Additional Terms"), which apply to certain third-party Features and are different from those set forth in this Agreement. Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online. Additional Terms may be modified effective upon West giving Subscriber notice (in writing or online) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to internal user(s) or transmit West-proprietary documents (i.e. documents not licensed by West from third-parties) to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 3 herein.

(d) CD-ROM Libraries. Each Library is licensed for use at a single Subscriber office location ("Site"). In addition, Subscriber's personnel who work at or are assigned to a licensed Site may access the Libraries by remote dial-in access to the Site or off-Site on stand-alone PCs. Each Library is licensed for use on stand-alone PCs or on a single local area network ("LAN") installed at a licensed Site that is electronically linked and capable of sharing the use of one or more CD-ROMs. The Order Form will indicate the number of concurrent users authorized to access each Library licensed for use on a LAN. Each such Library will be licensed with a proprietary control file which Subscriber may install only on the single LAN. Subscriber may transfer the CD-ROM Data contained in the Library to a single storage drive under Subscriber's exclusive control and to maintain such CD-ROM Data as a searchable CD-ROM Software (as defined herein) compatible database subject to the terms and conditions of this Agreement. Subscriber may also use, only at the Site, West-proprietary Data available as part of a Library as set forth in paragraph 3. Access to Data through wide area networks, multiple LANs, multiple sites or similar arrangements is strictly prohibited.

(e) Rights in Data. Except for the license granted in this Agreement, all right, title and interest in the Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors"). The CD-ROM Data architecture, including the format, layout and data structures, are proprietary. Subscriber may not reverse engineer or otherwise attempt to discern such proprietary architecture. The CD-ROMs and West Software, as defined herein, are and will remain the exclusive property of West, its affiliates and software owners.

3. West Proprietary Data. West grants a non-exclusive, non-transferable, limited license to individual users within Subscriber entities to store and use West-proprietary Downloaded Westlaw Data and CD-ROM Data (i.e., documents not licensed by West from third parties) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of the Subscriber Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

4. West Software and westlaw.com™.

(a) West Software. West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw ("Westlaw Software") or to access third party gateway services and certain Westlaw Features not available when accessing Westlaw with CD-ROM software ("CD-ROM Software" including, but not limited to PREMISE®, LawDesk and Folio® used to access the Libraries). Subscriber hereby subscribes to Westlaw Software and CD-ROM Software (collectively "West Software") and updates and accompanying documentation as indicated on the Order Form. West Software will be licensed under a license agreement which will accompany the West Software. By using the West Software (including each update) and taking such other action as may be referenced in the license agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the West Software in its possession or control.

(b) westlaw.com. westlaw.com is an internet-based service that provides access to Westlaw. West grants Subscriber a non-exclusive, non-transferable, limited license to use westlaw.com (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of westlaw.com, nor may Subscriber reproduce all or any portion of the components of westlaw.com. Subscriber may use Westlaw Data cached in Subscriber's local disk drive solely in support of its use of westlaw.com. Certain software used by Subscriber may not be capable of supporting westlaw.com. The performance of westlaw.com varies with the manufacturers' equipment with which it is used.

5. Charges and Modification of Charges. Charges payable for access to Westlaw ("Westlaw Charges") will be as stated on the Order Form and the applicable Schedule A or as otherwise agreed upon in writing by the parties. Westlaw Charges shall commence on the date Subscriber first accesses Westlaw or any Feature or as otherwise stated on the Schedule A or Order Form. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on the Order Form (for the Monthly WestlawPRO Charges associated with the WestlawPRO products elected by Subscriber on the Order Form). The charges currently payable by Subscriber for each Library are as set forth on the Order Form ("CD-ROM Charges"). CD-ROM Charges also include, without limitation, charges for Library additions and Features introduced after the effective date of this Agreement. CD-ROM Charges will be determined by West and may be modified at any time without notice. Modification

of any charges shall not be considered as an amendment to this Agreement that permits termination of this Agreement pursuant to paragraph 11 herein. All charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on the unpaid balance.

6. **Public Records Databases.** Public records databases consist of third party public records databases and filings as identified in the Westlaw Directory ("Public Records Databases"). Subscriber shall not use Public Records Databases in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation, including without limitation the Fair Credit Reporting Act (15 U.S.C.A. § 1681 et seq.). Subscriber certifies that it will not use any credit information obtained by it from Public Records Databases as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for governmental licenses. Subscriber acknowledges that driver license Data accessed via Westlaw is subject to the Driver Protection Privacy Act (18 U.S.C.A. § 2721 et seq.) and related state laws and regulations. By accessing driver license Data, Subscriber acknowledges that from time to time, West and its providers and/or various states may inquire as to Subscriber's compliance with applicable laws. Subscriber agrees to cooperate with said inquiry, subject to any attorney-client confidentiality.

7. **West Legal Directory™.** Subscriber may use Westlaw Data and CD-ROM Data contained in West Legal Directory ("WLD") internally in the regular course of Subscriber's business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

8. **Responsibility for Certain Matters.** Subscriber may access Westlaw from additional Subscriber locations upon prior notice of such location. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Libraries, CD-ROM Data, CD-ROM Software, Westlaw, Westlaw Data, West Software and westlaw.com (collectively the "Deliverables") by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use.

9. **Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE DELIVERABLES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE DELIVERABLES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER RELATIVE TO THE LIBRARY, WESTLAW FEATURE OR THE WEST SOFTWARE, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (I) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, OR ITS CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON WESTLAW DATA AND CD-ROM DATA, (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE, THE DELIVERABLES, EVEN IF WEST OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING WESTLAW DATA AND CD-ROM DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE UPE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF WESTLAW.COM ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF WESTLAW DATA OR DAMAGE TO MEDIA.

10. **Limitation of Claims.** Except for claims relating to Westlaw Charges or CD-ROM Charges, or improper use of the Deliverables, no claim, regardless of form, which in any way arises out of this Agreement may be made, nor action based upon such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

11. **Effect of Agreement.** This Agreement (which includes all applicable Order Forms, any Existing Westlaw Agreement, current and future Schedules and Additional Terms, license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

12. **Term and Termination.** This Agreement and each Order Form may not be terminated prior to a Minimum Term of one year after the date West processes this Agreement and each Order Form. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form, this Agreement may not be terminated prior to the expiration of such Minimum Term. Upon expiration of the Minimum Term set forth in the Order Form, Subscriber may terminate this Agreement by providing West 30 days prior written notice of such termination. West may terminate a Library subscription upon 30 days prior written notice if such Library is no longer commercially available. Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(c) and 11), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber. West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of this Agreement or of any obligation to West under any other agreement between the parties. Subscriber may terminate this Agreement or any one or more of Subscriber's Library subscriptions immediately upon giving written notice of termination to West if West commits a material breach hereof. Upon termination of any Library subscription by either party, Subscriber shall immediately destroy the terminated Library(ies) and destroy all CD-ROM Data maintained on a permanent storage drive. Upon any termination of this Agreement, the West Software licenses shall also terminate.

13. **Force Majeure.** West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

14. **Notices.** Except as otherwise provided in this Agreement, all notices must be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, Attention: Customer Service, and to Subscriber at the address on the Order Form.

15. **General Provisions.** This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion hereof may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof. West, as used herein, applies to West Publishing Corporation, West Services, Inc., West Applications, Inc. and their affiliates. West, as used herein, applies to West Publishing Corporation, Thomson Legal & Regulatory Applications Inc., West Services, Inc. and their affiliates.

16. **Ideas and Concepts.** Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Westlaw, westlaw.com or Westlaw Software or Libraries shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

Schedule A to Subscriber Agreement

Westlaw.

Plan 2 WestlawPRO® for State and Local Government Agencies — Government Service

Available only to employees of state, county and city government agencies (excluding courts), correctional facilities, government law library staff (behind the desk staff access) and legal services/legal aid entities with 40 or fewer affiliated attorneys accessing Westlaw® for government or legal services/legal aid purposes. Not available to educational institutions for academic purposes. Westlaw access by inmates of correctional facilities is STRICTLY PROHIBITED.

Upon accessing Westlaw, a user may elect either per minute or transactional billing in the Options Directory. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER Database lists the per minute billing classifications, transactional charges and per document charges for each database.

1. WestlawPRO Obligations and Restrictions. Subscriber must submit to West a copy of its current letterhead or a certified list of all affiliated attorneys at the location identified on the Order Form and must promptly notify West of any changes in the number of affiliated attorneys. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel or persons not employed by Subscriber is STRICTLY PROHIBITED. In the event West learns that the number of attorneys employed by Subscriber exceeds the number certified by Subscriber or a Westlaw password has been used by a person other than the person to whom the password has been issued, West reserves the right to increase Subscriber's monthly WestlawPRO charges ("Monthly WestlawPRO Charges") to then-current rates for each attorney employed by Subscriber, change Subscriber to another price plan or, in the alternative, terminate the Westlaw password(s) used by a person other than the person to whom it is issued.

2. Monthly WestlawPRO Charges. Monthly WestlawPRO Charges for the products elected by Subscriber appear on the Order Form and include usage, communications, WestClip (non-continuous), offline transmission (as limited by the Subscriber Agreement), certain KeyCites Alert (non-continuous), transactional charges (excluding online citation checking) and certain offline automated citation checking charges. Monthly WestlawPRO Charges apply regardless of Subscriber's actual use. A listing of the current WestlawPRO Databases appears in the Westlaw Directory. Charges associated with the databases, Features and services that are not part of the WestlawPRO products elected by Subscriber will be billed in addition to the Monthly WestlawPRO Charges at the rates set forth below ("Excluded Charges"). West may, at its option, make certain databases, Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of the Subscriber Agreement and the Order Form.

3. Per Minute Charges

A. Per Minute Usage Charges

	Per Minute Rate
i. Combination Databases	$ 1.06
ii. Highlights Databases	2.85
iii. Basic Databases	3.42
iv. Westlaw Standard Databases	6.25
v. Westlaw Standard Databases-Codes	7.50
vi. Deluxe Databases	7.68
vii. Specialty Databases	7.85
viii. Premium Databases	8.50
ix. Allfile Databases	10.80
x. Multi-Search Databases	11.20
xi. Super Allfile Databases	13.50
xii. Select Databases	15.50
xiii. ResultsPlus Standard Databases	7.81
xiv. ResultsPlus Premium Databases	10.63
xv. ResultsPlus Allfiles Databases	13.50
xvi. ResultsPlus Super Allfiles Databases	16.88
xvii. ResultsPlus Select Databases	19.38

Usage charges begin when Subscriber's password is transmitted and end when Subscriber's telecommunications link is disconnected.

B. Communications Charges $.22 per minute

Communications charges begin when Subscriber's password is transmitted and end when Subscriber's telecommunications link is disconnected - they apply to the entire Westlaw session, excluding offline transmission, offline automated citation checking, Dockets™ and the SUBSCRIBER Database (when accessing Westlaw via transactional billing).

4. Transactional Charges

A.

i. Search Charges

Each search query will incur a search charge. Search charges range from $0 to $192 per search. The search charge applicable to each database is available in the SUBSCRIBER Database. For sales tax purposes only, a percent of each search charge is allocated to communications.

Search charges for multiple database searches are discounted as follows:

1 database	No discount
2-3 databases	10% discount
4-10 databases	20%
11+ databases	N/A

ii. Westlaw Legal Calendaring $20.00 per transaction

B. Online Find Charges *

	Charge Per Document
Find (Includes Primary Law)	$8
Find (Includes Secondary Law, Regulation Finds/Display)	$2
Find (BNA, RIA)	$5
Find (FastStat Loc. State LH, NetScan & StateNet)	25
Find (ResultsPlus)	50
Find (ResultsPlus Briefs/Trial Documents)	85
Find (Briefs and Trial Documents)	50
Find (State Survey)	$50
Find by Title**	N/A
Expert Witness	50-125
Dockets	15

* Includes Find Charges for Previous Section/Next Section

**Find by Title creates a search query which will result in a search charge. No separate Find transactional charge will apply. See SUBSCRIBER Database for detailed pricing.

C. Online Citation Checking Charges

Citation Service	Charge Per Citation
KeyCite	$6.25
RIA-Cite	6.25

QuickCites creates a search query which will result in a search charge. No separate online citation checking charges apply. No offline transmission charges apply.

D. QUOTE Charges $ .15 per entry

E. Document Display

Graphical Statutes	$15.00 per document
Profiler Litigation History Reports	75.00 per document
People Finder Reports	
Summary & Sources	$50.00 per report viewed
Summary	$25.00 per report viewed

5. **Offline Transmission Charges**
A user may elect either per line or per document offline transmission billing in the Options Directory. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and facsimile machines, unless otherwise indicated.

	Rate Per Line	Rate Per Document
Westlaw Public Records Databases	$ .035	$ 1
Briefs	035	17.50
Dialog on Westlaw Databases	N/A	7.50
Selected databases	up to .65	up to 50
All other databases	035	7.50

6. **Training Charges**
Training and technical support charges are as set forth on the Order Form.

7. **WestCheck® and find&print.com Charges**

Citation Service	Charge Per Citation
KeyCite	$6.25
Table of Authorities	1.00
QuoteRight™	7.00
Find	15.50 – 210.00
Find (Selected databases)	27.00 – 62.00
Content Verification	.50

No offline transmission charges apply.

8. **Alert Services Charges**

WestClip	
Non-continuous Clipping	$0
Continuous Clipping	$4.50 per day per search
BNA Clipping	$14.00 per transaction
KeyCite Alert	
Non-continuous Clipping	$7.00 per transaction
Continuous Clipping	$9.00 per day per transaction

Database and Dialog per document charges apply to the online display of WestClip and Docket Alert results. Find charges and charges associated with documents viewed from KeyCite Alert and Docket Alert results shall apply. Connect time and communications charges do not apply during transactional billing sessions. Offline transmission charges do not apply to WestClip cite lists (excluding BNA) or KeyCite Alert.

9. **Images Charges**

	View Online	Printed or Downloaded
Dialog on Westlaw Databases	$4	$4
All other databases	0	0

Offline transmission charges apply to text printed with images, but not to the images themselves. Communications charges do not apply during transactional billing.

10. **Westlaw Public Records Charges**
The Scope screen for each Westlaw Public Records Database lists its database classification for per minute billing. The search charge applicable to each Westlaw Public Records Database is available in the SUBSCRIBER Database. Additional charges for third-party services may apply. The following transaction charges apply in addition to the per minute and transactional charges:

	Charge Per Detail Record Viewed
Delaware Corporate Records	$9.00
	Charge Per Entry
D&B Alert	$5.00

The following charges apply in lieu of per minute and transactional charges:

	Charge Per Document
Dun's Business Records Plus*	
Business Record & Full Financial	$128.90
Business Information Report (domestic)	110.00
Business Information Report (international)	
Africa	443.00
Middle East	443.00
Asia Pacific	443.00
Latin America	340.00
Europe	288.00
Canada	144.00
Comprehensive Report	129.50
Family Tree Report	60.10
Business Record & Financial Abstract	60.10
Business Record	35.70
Business Abstract	23.35
Family Member Profile	9.80
Company Relations	2.35
Per company-250 companies maximum (250 companies or more - no additional charge)	
Branch Locations	2.35
Per location-250 locations maximum (250 locations or more - no additional charge)	

*Minimum fee of $15.75 per search.

11. **Company Profiles Database Charges**

Index Search	$0
Company Profile	35 per report
ResultsPlus	40 per report

Offline transmission charges apply to citations list but do not apply to Company Profiles reports themselves.

12. **Dialog on Westlaw Charges**
The SUBSCRIBER Database lists the per minute database classification, transactional search charges and any applicable per document and images charges for each Dialog database or service.

Additional Terms. Certain Dialog Databases are subject to additional terms and conditions as set forth in the most current Database Supplier Terms and Conditions, which are available online.

13. **Dockets Charges**
The following charges apply in lieu of per minute and transactional charges:

Search	$7 – 14 per transaction
View document	5 per document
Update document	2 – 8 per document
Dockets Alert	5 per transaction
Multi-Base Searches	20 – 125 per transaction
Docket Tracking	2 – 10 per transaction
Document retrieval services	At then-current rates

14. **Dossier Databases Charges**

Person Profile (cite list)	$35 per search
Person Profile Report	40 per report
Company Records Scanner (cite list)	25 per search
Company Records Scanner Report	50 per report

No offline transmission charges apply.

15. **PDF Charges**

Attorney Medical Advantage	$225.00 per image
Briefs/Trial Docs/State Surveys	50.00 per image
Deed Image	25.00 per image
Dockets PDF	4.00 per image
Expert Witness	50.00 per image
Legal Due Diligence Reports	150.00 per image
Investext	9.95 per page
Real Property Parcel Maps	15.00 per image
Patent Image	3.00 per image
ResultsPlus Investext	14.95 per 1st page
(Each additional page)	9.95 per page

No offline transmission charges apply.

16. **West Reporter Images**

West Reporter Images	$12.00 per image

No offline transmission charges apply.

By signing below, the customer agrees to the terms & conditions herein.

X

Signature of Authorized Representative for order

© 2007 West, a Thomson business. All rights reserved.

Printed Name

Title

Date



* ↑ (1-300 copy)

Check the content that interests you. Your West representative will provide full details and pricing.

Core*

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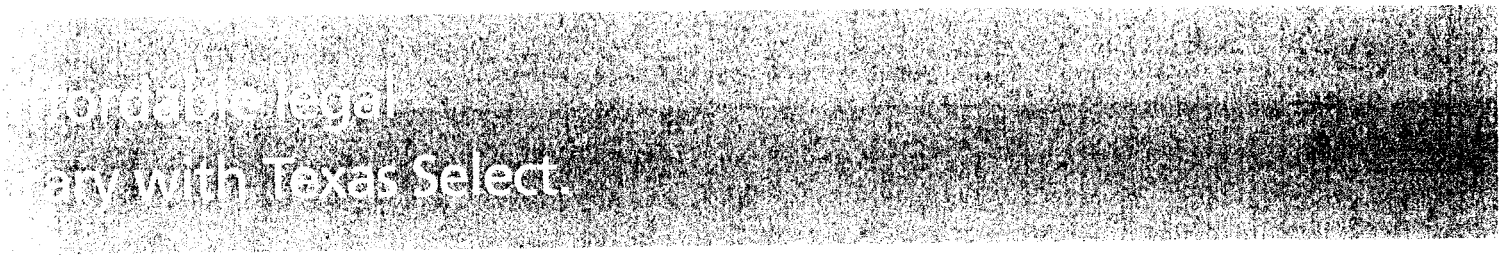
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AI-7028 **11.A.**

Sheriff's Investigation Fund 1227 - HB 65
CC REGULAR

Date: 12/18/2007
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Approval to appropriate funds received for a seizure award in the Sheriff's Investigation Fund - HB 65 (1227) in the amount of $444.05

BACKGROUND

Monies received for a seizure award (County Treasurer's receipt# 115649)

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1227-421-00-280-005-0-748
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds for revenue received for a seizure award in the amount of $444.05 (County Treasurer's receipt# 115649).

Revenue Acct# 7-1227-352-30-280-000-0-000- Shrf Investig. HB 65 Court Ordered Confiscations.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	12/13/2007 04:09 PM	APRV
2	Budget & Management	Dina Trevino	12/14/2007 08:54 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/14/2007 10:50 AM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 04:13 PM	APRV
5	Purchasing Department	Marty Salazar	12/14/2007 04:31 PM	APRV
6	Court Administrator	Monica Badillo	12/14/2007 04:32 PM	APRV

Form Started By: Rosie Hinojosa Started On: 12/12/2007 09:30 AM

Final Approval Date: 12/14/2007

DATE: December 12, 2007
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Investigation Fund 1227-HB 65 AI#7028 Revised
ACCOUNT NUMBER: 7-1227-421-00-280-005-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME	AMOUNT
7-1227-421-00-280-005-0-748		Other Equipment	444.05
7-1227-352-30-280-000-0-000		Shrf Investig. HB65 Court Ordered	444.05
		Confiscations	

TOTAL BUDGET INCREASE REQUEST $444.05

REASON: To appropriate monies received on a seizure award. (County Treasurer's Receipt No. 115649)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-7038 **12.A.**

Renew Contract with Drainage District
CC REGULAR

Date: 12/18/2007
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Requesting authority to exercise the additional one (1) year extension as provided in current Interlocal Agreement between the County of Hidalgo and the Drainage District No. 1 for technical advise and expertise in the area of acquisition of right of way and other real property.

BACKGROUND

Right of Way agent designated for technical advise and expertise in the area of acquisition of right of way and other real property to DD1 has already been budget for 2008. DD1 will be reimbursing the county $72,501.50.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1200-431-00-260-001-0-
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** Y

BUDGETARY IMPACT:

Money will be reimbursed by Drainage District.

Attachments

Link: INTERLOCAL AGREEMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/12/2007 03:44 PM	APRV
2	Rey Salazar	Rey Salazar	12/14/2007 05:09 PM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 05:21 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 05:27 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:31 PM	APRV

Form Started By: Sandra Garcia — Started On: 12/12/2007 10:56 AM

Final Approval Date: 12/14/2007

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

COPY

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

THIS AGREEMENT is made on this the 28th day of December 2006 by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1,** hereinafter referred to as "Drainage District", and **HIDALGO COUNTY,TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, Hidalgo County Drainage District No. 1 (the "Drainage District") is in need of technical advise and expertise in the area of acquisition of right of way and other real property;

WHEREAS, Hidalgo County, through its Right of Way Department (the "Department"), is available and willing to assist the Drainage District by providing such expertise and technical advise to the Drainage District on an as needed basis;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable;

WHEREAS, the Drainage District and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. The County, through the Department, shall assist the Drainage District with compliance and interpretation of procedures for right of way and real property acquisitions. All property acquisitions and real estate matters shall be conducted in the usual and costmary manner of the Department on an as needed basis.

2. The Drainage District agrees to compensate the Department for the costs associated with right of way acquisitions and real estate matters in an amount not to exceed Seventy-Two Thousand Five Hundred One Dollars and 50/100ths ($72,501.50) for a period of one (1) year.

3. The County may provide, upon written request from the Drainage District, additional services upon such terms and conditions as may be mutually agreed to between the Drainage District and the County.

4. This Agreement shall be for a period of one (1) year from the date first written above and may be renewed for three (3) additional one (1) year terms under the same terms and conditions upon written agreement between the parties.

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

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

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

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

9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to Drainage District No. 1	Drainage District No. 1 Attention: Godfrey Garza, Jr. 902 N. Doolittle Road Edinburg, Texas 78539
If to Hidalgo County:	Hidalgo County, Texas Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With Copy to:	Hidalgo County Right of Way Dept. Jose Pena, Director 509 E. Earling Road San Juan, Texas 78589

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

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

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

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

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

15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

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

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

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Godfrey Garza, Manager

HIDALGO COUNTY

By: _____
Sylvia Handy, Commissioner

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS' COURT ON: December 28, 2006.

AI-7016 **13.A.**

Contract

CC REGULAR

Date: 12/18/2007
Submitted By: Mary Garcia, TAX OFFICE
Submitted For: Armando Barrera Jr., RTa
Department: TAX OFFICE
Agenda Area: Tax Office

Information

CAPTION

Approval of Full Service Sub-Station Contract between County of Hidalgo and David R. Cantu, President of Bridgepoint Insurance Agency and Permit Center.

BACKGROUND

Item is being brought back for approval due to incorrect wording on contract originally submitted 12/11/07. Correct wording should read David R. Cantu, **President** of Bridgepoint Insurance Agency. As per N.Chavana Tax Office.

Fiscal Impact

Attachments

Link: CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/12/2007 08:17 AM	APRV
2	Rey Salazar	Rey Salazar	12/12/2007 11:37 AM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 05:31 PM	APRV
4	Purchasing Department		12/14/2007 05:37 PM	NEW

Form Started By: Mary Garcia — Started On: 12/11/2007 04:15 PM

Final Approval Date: 12/14/2007

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FULL SERVICE DEPUTY CONTRACT

This Agreement is made by and between the **COUNTY OF HIDALGO**, on behalf of the Tax Assessor-Collector, hereinafter referred to as "County", and DAVID R. CANTU, PRESIDENT of BRIDGEPOINT INSURANCE AGENCY & PERMIT CENTER, LLC., hereinafter referred to as **"Full Service Deputy"**.

WHEREAS, The **Full Service Deputy** desires to act as an agent of the Tax Assessor-Collector pursuant to "Texas Transportation Code" Section 502.114, for vehicle registrations, registration renewals and title transfers.

WHEREAS, public convenience will be furthered by the ability of Full Service Deputy to act on behalf of the Tax Assessor Collector to issue registrations and title transfers.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and the Full Service Deputy hereby agree as follows:

1. The County shall supply the Full Service Deputy with an inventory of license plates and supplies as needed for issuance, however, in no case shall the County issue to the Full Service Deputy any number of plates and supplies that exceed the amount authorized in numbered paragraph 2 hereof. The Full Service Deputy's inventory of license plates and stickers shall be maintained at the location(s) as listed on Exhibit "A".

2. In order to guarantee the faithful performance of the duties of the Full Service Deputy hereunder and to insure that all funds coming into the possession or control of the Full Service Deputy by virtue of this Agreement are paid over to the County, the Full Service Deputy agrees to post a surety bond or cash deposit in the amount of $100,000, naming the Hidalgo County Tax Assessor-Collector as obligee on said bond. Said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to the County. In addition to the bond, the Full Service Deputy shall place on record with the Hidalgo County Tax Assessor-Collector an irrevocable letter of credit in the amount of $25,000 from a bank in Hidalgo County to guarantee payment of taxes and fees remitted to County Tax Assessor-Collector by check by the Full Service Deputy. Upon posting of said bond, or deposit and delivering the irrevocable letter of credit, the Full Service Deputy shall be entitled to issue registrations, registration renewals, and title transfers. In no event shall inventory in the possession of the Full Service Deputy exceed the amount of the surety bond or cash deposit.

3. Full Service Deputy shall have any and all persons designated to handle or in any way assist, in the issuance of registrations and renewals and license plates submit a fully executed and notarized personal inquiry waiver and authorization for release of confidential information in order to conduct a background check on said persons. Once the person passes the background check, the person shall take an oath of deputation to be given by the Tax Assessor-Collector to serve as authorized agents for the issuance of license plates and registrations. The Full Service Deputy shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of registrations or plates until said officer, agent or employee has been deputized by the Tax Assessor-Collector for acting under the terms of this Contract, and until all Full Service Deputy personnel are trained in accordance with the Hidalgo County Tax Assessor-Collector requirements, and follow all training programs required by the Hidalgo County Tax Office, before the issuance of said license plates and registrations, prior to deputation.

4. Full Service Deputy shall, in writing, designate one or more of its officers, agents, or employees, who have been deputized hereunder to serve as a receiving agent for the Full Service Deputy. The County agrees it will not furnish any plates and supplies for the account of the Full Service Deputy other than directly to the Full Service Deputy's receiving agent. Full Service Deputy assumes full liability for the safekeeping of all stickers, plates and supplies furnished by the County to the Full Service Deputy's receiving agent.

5. Prior to receiving any plates or supplies hereunder, Full Service Deputy shall, at its sole cost and expense, obtain and make operational all computer hardware and software, including The Texas Department of Transportation's Registration Title System (RTS) workstations to perform Full Service Deputy's duties hereunder, as directed by the County.

6. Full Service Deputy shall collect the fees prescribed by the Hidalgo County Tax Assessor-Collector for each registration and set of plates issued (including applicable road and bridge fees). Fees collected for the issuance of stickers and plates by the Full Service Deputy shall not be co-mingled with any other funds in the possession of the Full Service Deputy. The Full Service Deputy shall, not less often than weekly, prepare and deliver to County, on the day each week specified by County, such reports as may be from time to time prescribed by County, and in the format and content so prescribed by County. Said reports shall include the quantity of registrations and plates issued by the Full Service Deputy , and shall be accompanied by full payment for all registrations and plates issued, including applicable road and bridge fees in the form of a check drawn on Full Service Deputy's customary bank. Failure to promptly deliver reports and payments as provided in this paragraph shall be grounds for the immediate termination of this Agreement, in which event Full Service Deputy shall immediately return to County all RTS workstations, plates and supplies.

7. Full Service Deputy shall, in connection with its weekly report, remit such amounts in accordance with numbered paragraph 6 hereof. Full Service Deputy assumes full responsibility for collection of all fees for title registrations, registration renewals and title

transfers handled by Full Service Deputy hereunder.

8. Full Service Deputy is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the Texas Department of Highways and Public Transportation, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same to determine compliance with this Contract as well as laws and regulations of any governmental entity having jurisdiction of the subject matter of this Contract, at any time during normal business hours of the Full Service Deputy, at the place of business of the Full Service Deputy designated in this Agreement. The Full Service Deputy's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. Full Service Deputy shall deliver on a weekly basis to the Hidalgo County Tax Assessor-Collector the license report as required by numbered paragraph 6 hereof in the form as may from time to time be required by the Hidalgo County Tax Assessor-Collector. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification.

10. Full Service Deputy shall, upon receiving a delivery of license plates and supplies from the Hidalgo County Tax Assessor-Collector, verify that all plates and supplies invoiced matches the plates and supplies received before using any of the plates and supplies. Any discrepancies must be reported in writing no later than 12:00 noon on the next business day to the Hidalgo County Tax Office.

11. Full Service Deputy shall use the plates in numerical sequence, and any fees or charges for missing license plates and supplies which are not reported must be paid to County at the price calculated by the Hidalgo County Tax Assessor-Collector.

12. Registrations, registration renewals and title transfers are only to be issued to persons that present all papers and forms required to legally register, renew registration or transfer title to vehicles.

13. Any changes in the ownership of Full Service Deputy or the employer of Full Service Deputy, must be immediately reported in writing to the Hidalgo County Tax Assessor-Collector's Office. Any such changes will automatically nullify this agreement and a new agreement must be executed by the new owner(s) if the new owner(s) desires to continue to act as a license agent. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

14. Full Service Deputy will provide access to the authorized representatives of the Hidalgo County Tax Assessor-Collector's Office to the area where registrations, renewals and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers, plates or supplies.

15.. Full Service Deputy will verify proof of liability insurance before selling a registration, registration renewal, or license plates.

16. In order to serve as a license agent, Full Service Deputy agrees to abide by all rules, regulations, and requirements of the Hidalgo County Tax Assessor-Collector's Full Service Deputy Instruction/Policy Manual. Instructions may from time to time be amended.

17. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the other party. If the Agreement is terminated, the Full Service Deputy shall return to the County all inventory of plates, together with supplies and payment for registrations, renewals and plates issued, and a final report within twenty four (24) hours after the termination date.

18. Breach of any obligation to be performed by the Full Service Deputy shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Full Service Deputy shall be considered a substantial breach, and Full Service Deputy shall be notified by County of such breach by certified mail, return receipt requested, and by facsimile transmission at the following number: (956) 318-2733 Upon the receipt of notice (which shall be deemed to be three (3) days after mailing, if mailed) Full Service Deputy shall have twenty four (24) hours to return to County all outstanding inventory of plates, supplies, payment for plates and registrations, and registration renewals issued, and final reports.

19. In the event that any audit or report of the Full Service Deputy discloses that any plates, stickers or funds are missing or otherwise unaccounted for, the County shall be entitled to collect on the bond or declare forfeited the cash deposit for payment, and/or draw on the irrevocable letter of credit, apply the proceeds therefrom against the actual damages incurred by the County or any of its agents, employees, or public officials. In the event that this Agreement is terminated by the County for breach by the Full Service Deputy and the Full Service Deputy fails to return all funds, plates, and supplies within the time allowed in numbered paragraphs 19 and 20 hereof, the County shall be entitled to retain proceeds of the bond or cash deposit as liquidated damages and/or draw on the irrevocable letter of credit, or in the alternative, shall be entitled to seek recovery of actual damages.

20. The term of this Agreement shall commence upon receipt by the Hidalgo County Tax Assessor-Collector of the bond or cash deposit and the irrevocable letter of credit herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof.

21. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

County: Armando Barrera, Jr.
Hidalgo County Tax Assessor-Collector
P. O. Box 178
Edinburg, Texas 78540-0178

Full Service Deputy: BRIDGEPOINT INSURANCE AGENCY & PERMIT CENTER, LLC
210 N. INT'L BLVD.
HIDALGO, TEXAS 78557
(956) 843-8747

22. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Full Service Deputy.

EXECUTED as of the _____ day of _____, 2007 .

HIDALGO COUNTY, TEXAS

By: _____ By: _____
Armando Barrera Jr.
Hidalgo County Judge Hidalgo County Tax Assessor-Collector

ATTEST:

_____

Hidalgo County Clerk

Full Service Deputy:
BRIDGEPOINT INSURANCE AGENCY & PERMIT CENTER, LLC

By:_____
DAVID R. CANTU, PRESIDENT

EXHIBIT A

BRIDGEPOINT INSURANCE AGENCY
AND PERMIT CENTER, LLC
210 N. INTERNATIONAL BLVD
HIDALGO, TEXAS 78557
(956) 843-8747

FULL SERVICE

SUB-STATION

INSTRUCTION – POLICY

MANUAL

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I. Overview

The County Tax Assessor-Collector is the designated agent of the State of Texas Department of Transportation in the issuance and renewal of motor vehicle licenses in Texas. The State and Statutes give the tax collector authority to appoint deputies to act for him/her in conducting tax office business. Each person who sells registration stickers and title transfers must be specifically deputized and must take an oath of office. The tax collector may require whatever bond is necessary to assure all monies collected are properly accounted for and remitted. A person may be a deputy without being an employee of the tax collector.

II. Law: Full Service Deputy

1. Pursuant to "Texas Transportation Code" Sec. 502.112, a county assessor-collector, with the approval of the commissioners court of the county, may deputize an individual or business entity to issue motor vehicle registration receipts and prepare or accept applications for title transfers as a full service deputy.

An individual or business entity is eligible to be deputized as a full service deputy if the person(s) is trained to issue registration receipts by county tax assessor-collector and posts a bond payable to the tax assessor-collector in an amount determined by the assessor-collector, and conditioned on the person's proper accounting and remittance of all fees the persons collect, has experience in title transfers. A person deputized under this section shall keep a separate account of the fees collected and a record of daily receipts.

2. Pursuant to "Texas Transportation Code" Sec. 502.114, a full-service deputy appointed under Sec. 502.112 shall accept any application for registration, registration renewal, or title transfer that the county assessor may accept.

A full-service deputy may charge and retain an additional motor vehicle fee not to exceed $5 for each motor vehicle registration issued. A county tax assessor-collector may delegate to a full service deputy, in a manner selected by the tax assessor-collector, the authority to use data processing equipment and software provided by the department for use in the titling registration of motor vehicles. The department may not limit a county assessor-collector's

ability to delegate the assessor-collectors functions regarding the titling and registration of motor vehicles to a qualified full service deputy in the manner that the assessor-collector considers appropriate.

III. Policy: Full Service Sub-Station

1. Contract:

Each full service deputy must enter into a contract with the county tax assessor-collector. The contract binds the full service deputy to follow established policies and procedures set forth by the Texas Department of Transportation and the county tax office.

2. Application Procedure:

Submit a written request to the tax assessor-collector requesting to participate as a Full Service Deputy.

Include the following:

a. Average number of customers entering your facility on a weekly basis.
b. Average volume of sales per week.
c. Business hours.
d. Dimension of work station/counter area.
e. Type of security system.
f. Type of accounting system in place.
g. Insurance company providing liability insurance.
h. Bank being used by sub-station.

Minimum Selection Criteria:

a. Business should be open for business at least 5 days per week.
b. Weekend and extended hours of operations are preferred.
c. An insurable safe should be on the premises.
d. Workstation area must be enclosed.
e. A surveillance system must be in place.
f. All employees must be bondable.

The tax assessor-collector and/or his designee has the right to verify any of the information provided by the applicant and insure that the applicant complies with all the rules and regulations as described by the Hidalgo County "Sub-Station Instruction/Policy Manual".

3. Deputation:

Only individuals or employees of a business entity who have been duly deputized by the tax assessor-collector may participate in any manner in handling or issuance of stickers or accept applications for title transfers.

Any time a deputized employee is no longer employed with the full service deputy, notification must be given to the tax assessor-collector immediately.

The full service deputy shall, prior to hiring a new employee who handles or in any way assist in the issuance of registrations and renewals of license plates, submit a fully executed and notarized Personal Inquiry Waiver and Authorization for release of confidential information in order for the tax assessor to conduct a background check. Once the employee has passed the background check, he/she shall be assigned to the tax assessor-collector for deputation and training.

4. Bond and Insurance

Each individual or business entity deputized as a full service deputy will be required to post a bond and an irrevocable letter of credit, payable to the tax assessor-collector in the amount specified by the tax assessor-collector.

The bond shall be for a minimum initial period of one year and renewed annually on or before the expiration date. Failure to maintain the bond in full force shall constitute a breach of contract and shall render the contract null and void.

The full service deputy shall insure all leased equipment and supplies is insured in the event of damage due to fire, theft, or any natural disaster.

5. Letter of Credit

In order to guarantee payment of taxes and fees remitted to the county tax assessor-collector by check of the full service deputy, the full service deputy

shall place on record with the county tax assessor-collector an irrevocable letter of credit, in the amount of $25,000, from a bank in Hidalgo County. The letter of credit will allow the county tax collector to redeem the full amount in cash up to $25,000 for a check, or checks, of the full service deputy that are returned for non-payment. Any redemption of this letter of credit by the county does not pre-empt the county's right to seek forfeiture of the required bond nor is redemption of this letter a prerequisite to seeking forfeiture of the full service deputy's bond. The tax assessor-collector may raise the amount of the letter of credit as needed due to the volume of business generated by the full service deputy.

6. Public Notice

The full service deputy shall be responsible for providing and posting at each place of business, at its own expense, a sign with 2" letters that state the following:

NOTICE: This is a privately owned business not operated by the Hidalgo County Tax Office. A Service Charge is added for the preparation of documents performed in this office. The same documents are prepared as a public service by the Hidalgo County Tax Office without the added service cost. If you have any questions or comments in regard to services performed in this office, please call 956-318-2158.

Armando Barrera Jr. RTA
Hidalgo Tax Assessor-Collector
P.O. Box 178
Edinburg, Texas 78540

IV GENERAL INSTRUCIONS
Full Service Sub-Station

1. Enter contract with County.

2. Execute Bond and obtain Letter of Credit.

3. Registrations, Registration renewals, and title transfers will be accepted by Sub-Station.
4. Report all registrations sales weekly or more often if required by the tax assessor collector.

5. All supplies must be stored in an approved safe.

7. Average fee (as set by State of Texas) will be paid for any lost supplies after verified weekly reports.

8. Proof of Texas insurance must be verified on all vehicles.

9. The Tax Assessor-Collector reserves the right to audit any registration, renewal, or title transfer in the possession or the sub-station, whenever the Tax Assessor-Collector determines, in his sole discretion, that an accounting is necessary.

10. The Sub-Station must abide by all terms and conditions set forth by the contract signed by the full service deputy.

Signed _____ Sub-Station: _____

Armando Barrera Jr.
Tax Assessor-Collector
Hidalgo County, Texas

Deputy: _____
(Name)

Date: _____ Address _____

_____

AI-7061 **14.A.**

2007 Interdepartmental transfer for Pct#4-C.A.P. (1311)
CC REGULAR

Date: 12/18/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Pct 4 - C.A.P (1311)
Department: BUDGET & MANAGEMENT
Agenda Area: Colonia Access Program

Information

CAPTION

Approval of 2007 interdepartmental transfer within Pct 4 - Border Colonia Access Program (1311) from Calma Estates (128) to Morning Side Estates (482) in the amount of $2,586.35.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1311-431-00-124-128-0-734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1311-431-00-124-128-0-734-->7-1311-431-00-124-482-0-734 $2,586.35
Available balance as of 12/12/07 $22,652.95

Attachments

Link: inter-dept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/12/2007 03:17 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/13/2007 07:47 AM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 04:15 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 04:46 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV

Form Started By: Dale Kennan Started On: 12/12/2007 01:59 PM

Final Approval Date: 12/14/2007

DATE: December 17, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for
Pct 4 - Border Colonia Access Program (1311)

ACCOUNT NUMBER: 7-1311-431-00-124-XXX-0-734

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C.

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

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, § 111.070, Item C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
7-1311-431-00-124-128-0-734	CALMA ESTATES-SUBDIVISION STREETS	(2,586.35)
7-1311-431-00-124-482-0-734	MORNING SIDE ESTATES-SUBDIVISION STREETS	2,586.35
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from CALMA ESTATES-SUBDIVISION STREETS to MORNING SIDE ESTATES-SUBDIVISION STREETS to fund Change Order No. 1 for additional work not anticipated.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-7081 **15.A.**

Petition for gate
CC REGULAR

Date: 12/18/2007
Submitted By: Noe Montez, COMM. PCT. #1
Submitted For: Joseph Palacios
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

Approval of and acceptance of a petition regarding the installation of a gate on a third class road at Mi 4 1/2 South of Mi 5 North as per transportation code 251.010

BACKGROUND

Fiscal Impact

Attachments

Link: Statute

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2007 08:25 AM	APRV
2	Rey Salazar	Rey Salazar	12/13/2007 11:41 AM	APRV
3	Auditor's Office		12/14/2007 05:09 PM	NEW
4	Purchasing Department	Marty Salazar	12/14/2007 04:47 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV

Form Started By: Noe Montez Started On: 12/12/2007 04:03 PM

Final Approval Date: 12/14/2007

§ 251.010. GATES ON THIRD-CLASS AND NEIGHBORHOOD ROADS; OFFENSES. (a) A person, including a neighborhood association, who owns or controls real property on which a third-class road or a neighborhood road established under Section 251.053 is located for which the right-of-way was obtained without cost to the county may erect a gate across the road when necessary. The person shall place a permanent hitching post and stile block on each side of the gate within 60 feet of the gate. The gate must be:

(1) at least 10 feet wide;

(2) free of obstructions above the gate;

(3) constructed so that opening and shutting the gate will not cause unnecessary delay to persons, including emergency personnel, using the road; and

(4) constructed with a fastening to hold the gate open until a person using the gate passes through it.

(b) The property owner shall keep the gate and the approaches to the gate in good order.

(c) A person who erects a gate across a road specified by Subsection (a) and who wilfully or negligently fails to comply with a requirement of this section commits an offense. An offense under this subsection is a misdemeanor punishable by a fine of not less than $5 or more than $20. Each week that the person fails to comply with this section constitutes a separate offense.

(d) A person who wilfully or negligently leaves open a gate on a road specified by Subsection (a) commits an offense. An offense under this subsection is a misdemeanor punishable by a fine

of not less than $5 or more than $20.

Acts 1995, 74th Leg., ch. 165, § 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 1123, § 1, eff. Sept. 1, 1999.

AI-7043 **15.B.**

Right-of-Entry

CC REGULAR

Date: 12/18/2007
Submitted By: Noe Montez, COMM. PCT. #1
Submitted For: Joseph Palacios
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

Approval of Right-of-Entry Agreements with U.S. Customs and Border Protection with changes to paragraph 5 as per legal counsel for Bell Brothers County Road, McManus County Road, and Triangle County Road.

BACKGROUND

The Right-of-Entry Agreements are irrevocable for a period of 12 months from the date the agreements are signed and executed by both parties (Hidalgo County and US Customs & Border Protection).

Fiscal Impact

Attachments

Link: Right-of-Entry

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/12/2007 02:03 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/12/2007 02:43 PM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 03:59 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 04:32 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 04:32 PM	APRV

Form Started By: Noe Montez — Started On: 12/12/2007 11:17 AM

Final Approval Date: 12/14/2007

4400 South Expressway 281
Edinburg, TX 78539

Project Description/Identifier:

Bell Brothers County Road

U.S. Customs and Border Protection

U.S. CUSTOMS AND BORDER PROTECTION

DEPARTMENT OF HOMELAND SECURITY

Right-of-Entry for Survey and Site Assessment

The undersigned, hereinafter called the "Owner", hereby grants to the United States of America, hereinafter called the "Government", a temporary right-of-entry upon Owner's property described below, hereinafter called the "Property". This right-of-entry is granted upon the following terms and conditions:

1. The Government's employees and contractors shall have the right to enter upon Owner's Property for the purpose of conducting environmental assessments and property surveys, including the right to temporarily store, move and remove necessary equipment and supplies; survey, stake out, appraise, bore and take soil and/or water samples, and perform any other such work which may be necessary and incidental to the Government's assessment of the Property for proposed construction and installation of border security infrastructure and technology (including but not limited to fences, roads, towers, communications equipment and any other border security related-equipment).

2. This right-of-entry is irrevocable for a period of 12 months from the date of this instrument.

3. The rights granted herein include the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary to access the Property and is not otherwise conveniently available to the Government.

4. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

5. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained herein may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

4400 South Expressway 281
Edinburg, TX 78539

U.S. Customs and Border Protection

6. The Property that is subject to this right-of-entry is located in the State of Texas, County of Hidalgo, and is described as follows:

Project Description/Identifier:

Bell Brothers County Road

7. I affirm that I have the authority to grant this right-of-entry onto the Property described above.

_____ _____
Signature **Date**

_____
Title

CERTIFICATE OF ACCEPTANCE

This is to certify that the undersigned officer on behalf of the United States of America hereby accepts the rights granted by the Owner in the foregoing instrument/document.

ACCEPTED

UNITED STATES OF AMERICA

By: _____
Renee Smoot, Executive Director
Customs & Border Protection, Office of Finance, Asset Management
Washington, D.C.

Date: _____

4400 South Expressway 281
Edinburg, TX 78539

Project Description/Identifier:

McManus County Road

U.S. Customs and Border Protection

U.S. CUSTOMS AND BORDER PROTECTION

DEPARTMENT OF HOMELAND SECURITY

Right-of-Entry for Survey and Site Assessment

The undersigned, hereinafter called the "Owner", hereby grants to the United States of America, hereinafter called the "Government", a temporary right-of-entry upon Owner's property described below, hereinafter called the "Property". This right-of-entry is granted upon the following terms and conditions:

1. The Government's employees and contractors shall have the right to enter upon Owner's Property for the purpose of conducting environmental assessments and property surveys, including the right to temporarily store, move and remove necessary equipment and supplies; survey, stake out, appraise, bore and take soil and/or water samples, and perform any other such work which may be necessary and incidental to the Government's assessment of the Property for proposed construction and installation of border security infrastructure and technology (including but not limited to fences, roads, towers, communications equipment and any other border security related-equipment).

2. This right-of-entry is irrevocable for a period of 12 months from the date of this instrument.

3. The rights granted herein include the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary to access the Property and is not otherwise conveniently available to the Government.

4. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

5. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained herein may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

4400 South Expressway 281
Edinburg, TX 78539

U.S. Customs and Border Protection

6. The Property that is subject to this right-of-entry is located in the State of Texas, County of Hidalgo, and is described as follows:

Project Description/Identifier:

McManus County Road

7. I affirm that I have the authority to grant this right-of-entry onto the Property described above.

_____ _____
Signature **Date**

_____
Title

CERTIFICATE OF ACCEPTANCE

This is to certify that the undersigned officer on behalf of the United States of America hereby accepts the rights granted by the Owner in the foregoing instrument/document.

ACCEPTED

UNITED STATES OF AMERICA

By: _____
Renee Smoot, Executive Director
Customs & Border Protection, Office of Finance, Asset Management
Washington, D.C.

Date: _____

4400 South Expressway 281
Edinburg, TX 78539

U.S. Customs and Border Protection

Project Description/Identifier:

Triangle County Road

U.S. CUSTOMS AND BORDER PROTECTION

DEPARTMENT OF HOMELAND SECURITY

Right-of-Entry for Survey and Site Assessment

The undersigned, hereinafter called the "Owner", hereby grants to the United States of America, hereinafter called the "Government", a temporary right-of-entry upon Owner's property described below, hereinafter called the "Property". This right-of-entry is granted upon the following terms and conditions:

1. The Government's employees and contractors shall have the right to enter upon Owner's Property for the purpose of conducting environmental assessments and property surveys, including the right to temporarily store, move and remove necessary equipment and supplies; survey, stake out, appraise, bore and take soil and/or water samples, and perform any other such work which may be necessary and incidental to the Government's assessment of the Property for proposed construction and installation of border security infrastructure and technology (including but not limited to fences, roads, towers, communications equipment and any other border security related-equipment).

2. This right-of-entry is irrevocable for a period of 12 months from the date of this instrument.

3. The rights granted herein include the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary to access the Property and is not otherwise conveniently available to the Government.

4. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

5. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained herein may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

4400 South Expressway 281
Edinburg, TX 78539

U.S. Customs and Border Protection

6. The Property that is subject to this right-of-entry is located in the State of Texas, County of Hidalgo, and is described as follows:

Project Description/Identifier:

Triangle County Road

7. I affirm that I have the authority to grant this right-of-entry onto the Property described above.

_____ _____
Signature **Date**

_____
Title

CERTIFICATE OF ACCEPTANCE

This is to certify that the undersigned officer on behalf of the United States of America hereby accepts the rights granted by the Owner in the foregoing instrument/document.

ACCEPTED

UNITED STATES OF AMERICA

By: _____
Renee Smoot, Executive Director
Customs & Border Protection, Office of Finance, Asset Management
Washington, D.C.

Date: _____

AI-7046 **16.A.**

Palmview Tax Increment Zone
CC REGULAR

Date: 12/18/2007
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

Salutatory presentation by the City of Palmview on the creation of the Palmview Tax Increment Reinvestment Zone Number One, City of Palmview and waiving the sixty (60) day notice for the creation of the Zone.

BACKGROUND

§ 311.003. subsection (E)

Fiscal Impact

Attachments

Link: attachment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/12/2007 02:06 PM	APRV
2	Rey Salazar	Rey Salazar	12/13/2007 10:06 AM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 04:24 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 04:32 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 04:32 PM	APRV
Form Started By: Norma Ceballos			Started On: 12/12/2007 11:26 AM	
Final Approval Date: 12/14/2007				

724 N. Breyfogle Rd. Mission, TX 78572
(956) 205-7000
Fax (956) 205-7009

Hidalgo County Precinct #3

Fax

To:	Monica Badillo, Agenda Coordinator County of Hidalgo	**From:**	Norma G. Ceballos Hidalgo County Precinct #3
Fax:	(956)292-	**Pages:**	3
Phone:		**Date:**	December 12, 2007
Re:	Info for Agenda Item AI-7046	**CC:**	

☐ **Urgent** ☑ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

CITY OF PALMVIEW

"MOVING IN THE RIGHT DIRECTION"

MAYOR
JORGE G. GARCIA

ALDERMEN
GERARDO PEREZ
NOE RUBEN MUÑOZ
FERNANDO ESQUIVEL
ANTONIO URESTI

ALDERWOMAN
GRACIELA S. FLORES

CITY ADMINISTRATOR
JOHNN V. ALANIZ

CITY SECRETARY
AIDA RIVAS

Joe M. Flores
Commissioner Precinct 3
Hidalgo County
724 North Breyfogle Road
Mission, Tx 78572

Re: City of Palmview Tax Increment Finance Zone Number One

Dear Commissioner Flores:

The City of Palmview is proposing to create a Tax Increment Reinvestment Zone (TIRZ) under Chapter 311.005 (2). The site of the development is in an area of Hidalgo County that has inadequate infrastructure and is in need of development. The City requests that Hidalgo County accept this correspondence in satisfaction of the procedural requirements outlined by Chapter 311 of the Texas Tax Code ("Tax Increment Financing Act").

As required by the Tax Increment Financing Act, Palmview intends to establish the City of Palmview Tax Increment Reinvestment Zone no earlier than sixty (60) days of the date of this correspondence. However, the City is requesting a waiver of the sixty (60) day requirement from the County in order to perfect the creation of the Zone prior to December 31, 2007. The City of Palmview TIRZ zone includes approximately 200 +/- acres surrounding the City, the City anticipates annexing land into the Zone on an annual basis through 2013. The City of Palmview TIRZ proposes to raise approximately $18,000,000 over a twenty-five (25) year period for public improvements including the reconstruction of La Homa including a bridge over the canal, new collector streets to enhance traffic safety, public safety and fire flow regional drainage improvements, a fire and police facility south of Hwy 83, regional park improvements including soccer fields, economic development and future road and utility right-of-way acquisition The projected value of the increment created is $96,375,000. Finally, as required by the Tax Increment Financing Act, Section 311.003(g), Palmview requests that the County designate a representative within fifteen (15) days of the date of this correspondence to discuss the City of Palmview Tax Increment Reinvestment Zone project plan and financing plan.

Sincerely,

Mayor,

Jorge Garcia

400 W. Veterans Blvd. - Palmview, Texas 78572 - (956) 581-7411 - Fax (956) 581-7494

12/12/2007 12:34 9562057009 PRECINCT 3 PAGE 02/03

Palmview Tax Increment Reinvestment Zone Number One
List of Public Improvements

1. Reconstruction of La Homa Street South of Hwy 83 including a bridge over the Edinburg Main Canal.

2. Construction of new collector streets with water lines to facilitate public safety and fire flow.

3. Provide funds for economic development

4. Provide funds to work with the City of Mission and the Martin Valley Ranch to provide for sewer service in the eastern and western sectors of the City. The City needs to attract additional retail and lodging users to broaden the tax base.

5. Provide funds for a fire and police substation south of Hwy 83.

6. Provide funds for the addition of athletic and park facilities for Palmview and ~~Cameron~~ Hidalgo County residents

7. Provide funds to address affordable housing and structural imbalances in the Palmview housing market

8. Provide funds for the reconstruction of Palmview streets including curb gutters and sidewalks to bring them to code and enhance pedestrian access throughout the City

AI-7051 **16.B.**

Anzaldua Boat Ramp Report
CC REGULAR

Date: 12/18/2007
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

Approval of status report #1 to Texas Park and Wildlife for the Anzaldua Boat Ramp Reconstruction project.

BACKGROUND

Fiscal Impact

Attachments

Link: Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/12/2007 02:11 PM	APRV
2	Rey Salazar	Rey Salazar	12/14/2007 03:21 PM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 03:28 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 04:46 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV

Form Started By: Norma Ceballos — Started On: 12/12/2007 12:03 PM

Final Approval Date: 12/14/2007

For TPWD use only
Projects: _____
Fiscal: _____

For TPWD use only
FY Funded: _____
Exp: _____

Quarterly Status Report

Texas Recreation and Parks Account Grants

Please Check Appropriate Grant Type

- ☐ Outdoor Recreation Grant
- ☐ Indoor Recreation Grant
- ☐ Small Community Grant
- ☐ Regional Grant

The following information must be submitted to maintain compliance with projects funded by Texas Parks and Wildlife Department. *Required fields are indicated with *.* Please refer any questions to the Recreation Grants Branch: (512) 912-7124 or rec.grants@tpwd.state.tx.us

Sponsor Information

* Sponsor Name: County of Hidalgo

* Project Name:

Anaalduas Boat Ramp Recontruction

Project Number:

Contact Name: Mona Para, Precinct Three

Address: 724 N. Breyfogle

City: Mission State: Tx Zip: 78574

Phone: (956) 585-4509

E-mail: monaparras@yahoo.com

Report Prepared by (*if different than sponsor contact)*

Your Name: Paul M. Vazaldua, Jr

Affiliation (e.g., city, consulting group):

Border Visions Consulting Group L.L.C.

Address: 205 W. Iris

City: McAllen State: Tx Zip: 78501

Phone: (956) 451-6775

E-mail: paulmv555@yahoo.com

Has the Grant Sponsor received a copy of this Status Report? X Yes ☐ No

* Reporting Quarter:

- ☐ January 1 – March 31
- ☐ April 1 – June 30
- X July 1 – September 30
- ☐ October 1 – December 31

On the following page, please describe your progress toward completing the project scope as outlined in your agreement with TPWD. Answer the questions on the following page, and provide an explanation for any variance from your expected progress. Photos and highlights of project elements or program activities are encouraged. If you are e-mailing photos attached to your Quarterly Status Report, *use the smallest digital image size possible*.

Note: The narrative sections have unlimited space to fill in the needed information. The final view of the form for your project may be more than two pages.

Page 2 – Quarterly Status Report for Outdoor, Small Community, Indoor, & Regional Grants
If questions do not apply to your project, please enter **N/A**

I. Pre-construction documentation

* Have the pre-construction documents been submitted? (As outlined in the letter that accompanied your agreement, i.e., Corps Permit, TX Historical Commission survey, Drilling/Mining protection)? ☐ Yes X No

If **NO**, please provide an explanation.

II. Land negotiations/Construction status:

1. Have you submitted an appraisal to TPWD for review? X N/A ☐ Yes ☐ No
2. If your appraisal has been approved by TPWD, have you submitted a recorded deed for the property conveyed? ☐ Yes ☐ No
3. Have you submitted plans and specifications to TPWD for review? ☐ Yes X No
4. Have you registered your project for accessibility compliance with the Texas Department of Licensing and Regulation? ☐ Yes X No
5. Has the Temporary Project Sign been installed? ☐ Yes X No
6. If your plans have been approved by TPWD, have you completed the bid process for the project elements? ☐ Yes X No
7. If you have completed items 1 through 4 above, is construction underway? ☐ Yes X No

Outline the construction progress of the project elements.

III. Meeting compliance deadlines and project expiration date:

1. What is the estimated project completion date? (Enter as MM/YYYY) 11/2008
2. Have you experienced any unforeseen delays? X Yes ☐ No

If **YES**, please explain.

THE COUNTY OF HIDALGO AT THE TIME OF AWARD OF THIS GRANT HAD TO WAIT FOR A MS3 PERMIT FROM THE ARMY CORPS OF ENGINEERS, WHICH ADDED DELAYS TO THE PROJECT. THE COUNTY OF HIDALGO KEPT TPW INFORMED OF THE PERMIT PROCESS FROM THE ARMY CORPS OF ENGINEERS AND HAS OBATINED THE PERMIT WHICH IS REQURED TO OBTAIN THE CONTRACT FROM TPW TO COMMENCE THE PROJECT. FURTHER,THE COUNTY PROCUREMENT PROCESS TOOK LONGER THAN ANTICIPATED WHEN SELECTING A PROJECT ARCHITECH TO COMMENCE ON THE DESIGN AND CONSTRUCTION DOCUMENT PROECESS. THE PROCUREMENT IS COMPLETE AND GARCIA/ALCOCER ARCHITECHTS HAVE LAUNCHED THE PROJECT. SEE ATTACHED SCHEDULE

.

IV. Requested changes to the agreement:

Do you need an extension or amendment to your agreement? ☐ Yes X No

If **YES, the project sponsor must submit a signed request under separate cover.**

Please submit quarterly reports to rec.grants@tpwd.state.tx.us or mail to:

Texas Parks and Wildlife Department
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744

An electronic copy of this form can be found at
http://www.tpwd.state.tx.us/business/grants/trpa

AI-7052 **16.C.**

Circle 6 N.

CC REGULAR

Date: 12/18/2007

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Agenda Area: Precinct #3

Information

CAPTION

Discussion, consideration and approval to accept participation from JGF Enterprises in the amount of $15,000.00 for road construction of Circle 6 N Rd.

BACKGROUND

JGF will be providing a check to the county in the amount of $15,000. JGF is doing this in order for County to do asphalt work on Circle 6 N Rd. Paving will consist of 1320 ft west.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2007 08:07 AM	APRV
2	Rey Salazar	Rey Salazar	12/14/2007 03:37 PM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 05:05 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 05:14 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:32 PM	APRV
Form Started By: Norma Ceballos			Started On: 12/12/2007 12:30 PM	
Final Approval Date: 12/14/2007				

AI-6996 **17.A.**

OPEN FORUM - REG. AGENDA
CC REGULAR

Date: 12/18/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Comm. Garza
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #4

Information

CAPTION

Discussion, consideration and action regarding Open Forum

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/14/2007 04:33 PM	APRV
2	Auditor's Office	Arcilia Duran	12/14/2007 04:56 PM	APRV
3	Purchasing Department	Marty Salazar	12/14/2007 05:18 PM	APRV
4	Court Administrator (Originator)	Monica Badillo	12/14/2007 05:31 PM	APRV

Form Started By: Monica Badillo — Started On: 12/11/2007 11:23 AM

Final Approval Date: 12/14/2007

AI-6986 **18.A.5.**

Dell Computers
CC REGULAR

Date: 12/18/2007
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Information

CAPTION

A. Requesting exception from approved "Order" deadline for major purchases for the acquisition of computer hardware, software and peripherals with assurances that said goods and/or services will be received on or before 12/31/07;
B. Requesting authority to purchase computer equipment and peripherals from state awarded vendor through our membership/participation with (TPASS) Texas Procurement And Support Services Department of Information Resource

Requisition	Vendor	Department	Amount	Account Number
122773	Dell DIR-SDD-192	Purchasing	$5,246.05	7-1100-415-18-160-001-0-745

BACKGROUND

Note: Purchase is urgent and necessary. Work stoppages have been a continuing problem due to computer malfunctions.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-18-160-001-0-745
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available for pending requisition # 122773 as of 12/13/07.

Attachments

Link: Dell Computers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 05:00 PM	APRV
2	Budget & Management	Dina Trevino	12/13/2007 08:00 AM	APRV
3	Dale Kennan	Dale Kennan	12/13/2007 08:28 AM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 04:03 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 04:17 PM	APRV

Form Started By: Matilde Faz Started On: 12/10/2007 10:07 AM

Final Approval Date: 12/14/2007

Requisition

Req # 00122773

PO #

Date: 12/06/07

Regular
6986
12/18/07

Bill To: x
x

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

Ship To: PURCHASING DEPARTMENT
100 E. CANO, 4TH FL
EDINBURG TX 78539

Contact: **Nielda Cavazos**
956-318-2626

Contract No: **9913578**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5	EACH	Optiplex 755 Ultra Small Form Factor Pentium Dual Core (Quote # 401866750	1,049.21	5,246.05
		Account No	Encumbrance	
		7-1100-415-18-160-001-0-745	5,246.05	
			Freight	.00
			Total	5,246.05
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR
192

Authorized By: _____

DELL

122943
122773

Req # 6986 12/18/07

QUOTATION

QUOTE #: 401866750
Customer #: 8937178
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 12/6/07
Customer Name: COUNTY OF HIDALGO

Date: 12/6/07 4:14:13 PM

TOTAL QUOTE AMOUNT:	$5,246.05		
Product Subtotal:	$5,246.05		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1 QUANTITY: 5	SYSTEM PRICE: $1,049.21	GROUP TOTAL: $5,246.05
Base Unit:	OptiPlex 755 Ultra Small Form Factor,Pentium Dual Core E2180/2.0GHz,1M,800FSB (223-3808)	
Processor:	NTFS File System,Factory Install (420-3699)	
Memory:	1GB,Non-ECC,667MHz DDR2 2X512MB,Dell OptiPlex 740/755/330 (311-6443)	
Keyboard:	Bluetooth Keyboard and Mouse Black,English,Dell OptiPlex (310-7987)	
Monitor:	Dell 17 Inch UltraSharp 1708FPFlat Panel and All in One Stand,OptiPlex 755 Ultra SmallForm Factor (320-5745)	
Video Card:	Integrated Video,GMA3100,Dell OptiPlex 755 (320-5642)	
Hard Drive:	80GB SATA 3.0Gb/s and 8MB DataBurst Cache,Dell OptiPlex 755 (341-5472)	
Floppy Disk Drive:	No Floppy Drive, Dell OptiPlex745 and 755 Ultra Small Form Factor (341-3912)	
Operating System:	Windows XP Professional Service Pack 2,with Media,DellOptiPlex,English,Factory Install (420-6287)	
Mouse:	Mouse included with Keyboard purchase (310-1966)	
TBU:	iAMT Advanced Hardware EnabledSystems Management, Dell OptiPlex (310-9494)	
CD-ROM or DVD-ROM Drive:	8X DVD-ROM,with Cyberlink Power DVD,OptiPlex 755 Ultra Small Form Factor (313-5406)	
Speakers:	No Speaker, OptiPlex (313-4825)	
Documentation Diskette:	Resource CD contains Diagnostics and Drivers for Dell OptiPlex 755 (310-9380)	
Factory Installed Software:	Energy Smart,Energy Star,EIST for OptiPlex (if applicable) (310-9504)	
Service:	GOLD TECH Support,OPTI,2YR EXT (REL), Dial 1-800-876-3355 for Support (987-1258)	
Service:	GOLD TECH Support,OPTI,INIT (REL), Dial 1-800-876-3355 for Support (987-1247)	
Service:	GTS,Personal Systems,TechnicalSupport Letter (465-5281)	
Service:	Dell Hardware Warranty Plus Onsite Service, Extended Year (987-9238)	
Service:	Contract -Next BusinessDay Parts and Labor On-Site Response, 2YR Extended (983-1152)	
Service:	Dell Hardware Warranty Plus Onsite Service, Inital Year (987-9237)	
Service:	Contract -Next BusinessDay Parts and Labor On-Site Response, Initial Year (983-6790)	
Service:	PUB, OptiPlex 3YR Info (983-6648)	
Installation:	Standard On-Site Installation Declined (900-9987)	
Misc:	Shipping Material for System Trinity Ultra Small Form Factor,Dell OptiPlex (310-9333)	
	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. Orders may be faxed to the attention of your sales representative to 1-866-844-0532. You may also place your order online at www.dell.com/quote

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

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

Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. *

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

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

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

Moises Salazar

From: Mark_Crippen@Dell.com
Sent: Thursday, December 06, 2007 4:14 PM
To: Alex_Moring@Dell.com; moises.salazar@co.hidalgo.tx.us
Subject: RE: Questions on quote# 391355908

Good afternoon Moises,
I will do my best to keep business the way in which you are accustomed. See attached Quote #: 401866750 and note that the 745 Ultra Small Form Factor is no longer shipping. The attached quote is for the New 755 Dell product. This quote is on a 6 day build time, so more than likely 10 business days for delivery. If you have any questions, please let me know.

Have a great day!

Mark Crippen
Dell
Sales
(866) 537-0706 ext 726-4957 Work
(512) 283-0049 fax Home
mark_crippen@dell.com
Dell Inc,
One Dell Way
Round Rock Texas 78682
Building, RR8 78682

Mark Crippen
South Central Public Accounts
New Mexico and South Texas
☎ 1-866-537-0607 ext 726-4957
☎ 1-512-283-0049 Direct Fax to email
mark_crippen@dell.com
Questions or concerns my Manager is Lisha Scott lisha_scott@dell.com

From: Moring, Alex
Sent: Thursday, December 06, 2007 3:58 PM
To: 'Moises Salazar '; Crippen, Mark
Subject: RE: Questions on quote# 391355908

Mioses,

I'm forwarding this to your new account rep, Mark Crippen. He will want to refresh this quote for you and can tell you the expected delivery date. Thanks!

Mark? All yours buddy! Take care of these guys at Hidalgo, as you probably know by know they are a GREAT customer of ours. :-)

Alex Moring | Account Manager | Select Public Accounts | Dell Inc.
866-537-0706 office , extension 7242794 Fax 512-283-1046

Need Support?
Visit www.dellcustomercare.com for order status, invoices, downloads, technical assistance, Dell Financial Services or Customer Care

Visit http://premier.dell.com for contract pricing
Call **1-877-542-3355** or email **premier@dell.com** for Premier Page Assistance

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From: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 06, 2007 3:19 PM
To: Moring, Alex
Subject: Questions on quote# 391355908

Alex,
If we place a purchase order for the attached quote, by December 18, 2007, what would be the delivery date? Would it be delivered before December 31, 2007?

Please let us know,
Thank you.

From the desk of :
MOISES SALAZAR, BUYER II
Hidalgo County Purchasing Department
(956) 292-7000 Ext. 4863

AI-7008 **18.A.6.**

DPS Abandoned & Unclaimed Items
CC REGULAR

Date: 12/18/2007
Submitted By: Aggie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Information

CAPTION

Pursuant to Texas Code of Criminal Procedure Article 18.17(c), requesting authority to advertise (on the behalf of the Texas Department of Public Safety) for the Abandoned and Unclaimed items as detailed on Exhibit "A" attached hereto.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-18-160-001-0-540
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 12-12-07 $19,294.79.
The budgetary impact is the expense to be paid for the advertising of the notification in the newspaper.

Attachments

Link: DPS Abandoned & Unclaimed Items

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 12:45 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 01:47 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/12/2007 01:55 PM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 05:30 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:31 PM	APRV

Form Started By: Aggie Garcia — Started On: 12/11/2007 03:11 PM

Final Approval Date: 12/14/2007

Exhibit "A"

Texas Department of Public Safety

Pursuant to Article 18.17 of the Texas Code of Criminal Procedure, the Texas Department of Public Safety, with the assistance of the Hidalgo Purchasing Department, is hereby given notice to owners of the abandoned and unclaimed property listed below, that if such property is not claimed within THREE (3) MONTHS from the date of this Publication, such Property will be DESTROYED.

The property will not be returned to an individual without proof of ownership. Anyone who believes his or her property may have been recovered by the Texas Department of Public Safety should contact Sergeant James Davidson, Monday through Friday, 8:00 am to 5:00 pm at (956) 205-7070.

(1.) 45 Caliber Colt Semi-Automatic Pistol
(2.) 9 mm S/W Semi-Automatic Pistol

Art. 18.14. [331] [382] [370] EXAMINING TRIAL. The magistrate shall proceed to deal with the accused as in other cases before an examining court if he is satisfied there was good ground for issuing the warrant.

Amended by Acts 1973, 63rd Leg., p. 984, ch. 399, Sec. 2(E), eff. Jan. 1, 1974.

Art. 18.15. [332] [383] [371] CERTIFY RECORD TO PROPER COURT. The magistrate shall keep a record of all the proceedings had before him in cases of search warrants, and shall certify the same and deliver them to the clerk of the court having jurisdiction of the case, before the next term of said court, and accompany the same with all the original papers relating thereto, including the certified schedule of the property seized.

Amended by Acts 1973, 63rd Leg., p. 985, ch. 399, Sec. 2(E), eff. Jan. 1, 1974.

Art. 18.16. [325] [376] [364] PREVENTING CONSEQUENCES OF THEFT. Any person has a right to prevent the consequences of theft by seizing any personal property that has been stolen and bringing it, with the person suspected of committing the theft, if that person can be taken, before a magistrate for examination, or delivering the property and the person suspected of committing the theft to a peace officer for that purpose. To justify a seizure under this article, there must be reasonable ground to believe the property is stolen, and the seizure must be openly made and the proceedings had without delay.

Amended by Acts 1973, 63rd Leg., p. 985, ch. 399, Sec. 2(E), eff. Jan. 1, 1974; Acts 2001, 77th Leg., ch. 109, Sec. 2, eff. Sept. 1, 2001.

Art. 18.17. [332A] DISPOSITION OF ABANDONED OR UNCLAIMED PROPERTY. (a) All unclaimed or abandoned personal property of every kind, other than contraband subject to forfeiture under Chapter 59 of this code and whiskey, wine and beer, seized by any peace officer in the State of Texas which is not held as evidence to be used in any pending case and has not been ordered destroyed or returned to the person entitled to possession of the same by a magistrate, which shall remain unclaimed for a period of 30 days shall be delivered for disposition to a person designated by the municipality or the purchasing agent of the county in which the property was seized. If a peace officer of a municipality seizes the property, the peace officer shall deliver the property to a person designated by the municipality. If any other peace officer seizes the property, the peace officer shall deliver the property to the purchasing agent of the county. If the county has no purchasing agent, then such property shall be disposed of by the sheriff of the county.

(b) The county purchasing agent, the person designated by the municipality, or the sheriff of the county, as the case may be, shall mail a notice to the last known address of the owner of such property by certified mail. Such notice shall describe the property being held, give the name and address of the officer holding such property, and shall state that if the owner does not claim such property within 90 days from the date of the notice such

TEXAS DEPARTMENT OF PUBLIC SAFETY

AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF Hidalgo

Before me, the undersigned authority in and for the State of TEXAS
On this day personally appeared _____ ,
After being by me duly sworn, deposed and said: _____ , **Who,**

My name is Stephen P. Ricci
In response to the questions on the fax dated 10/16/07 regarding abandoned property (handguns) - answers are as follows:

1. The handguns have been held by DPS for more than 30 days.

2. They are not subject to the provisions of CH. 59 of the CCP.

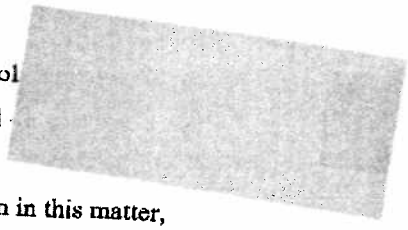
3. We as requesting that the County Purchasing Agent assist in the disposition of these abandoned handguns in compliance with sections b and c of article 18.17 of the CCP.

4. After the 90 day publication, should nobody claim ownership the items should be disposed of by destroying them.

5. Publication costs will not be reimbursed by DPS.

6 The handguns (2) are held at DPS Palmview
722 N. Breyfogle, Ste 102
Mission, TX 78572

7. Discription of the handguns:
(a) 45 Cal Colt Semi-Auto Pistol
(b) 9mm S/W Semi-Auto Pistol



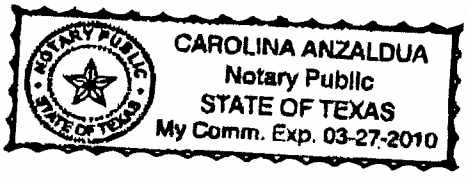
Thank You for your cooperation in this matter,
Stephen P. Ricci

I have read the above statement consisting of 1 page(s), which is based on my personal knowledge,
And it is true and correct.

_____

Subscribed and sworn to before me, the undersigned authority, on this the 20 **Day of**
NOV. , **A.D 20** 07 .

Carolina Anzaldua
Notary



PAGE 02
THP PALMVIEW
956205/04

THOMAS A. DAVIS JR.
DIRECTOR

DAVID McBATHER
ASST. DIRECTOR

FRANKIE WALLACE
ASST. DIRECTOR

TEXAS DEPARTMENT OF PUBLIC SAFETY
HIGHWAY PATROL
PALMVIEW DISTRICT
722 N. Breyfogle, Suite 102
Mission, Texas 78572
Office: (956) 205-7070
Fax: (956) 205-7074

ERNEST ANGELO, JR
CHAIRMAN

LOUIS E. STURNS
COMMISSIONER

FACSIMILE TRANSMITTAL

DATE: 11/20/07

NO. OF PAGES: 2
(INCLUDING COVER PAGE)

TO: Martha L. SALAZAR

DEPARTMENT: Purchasing

PHONE NO.: _____ FAX NO.: 956-318-2629

FROM:

- ☐ Sgt. James Davidson
- ☐ Carol Anzaldua
- ☐ Trooper _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

COMMENTS: MARTHA

Here is the corrected AFFIDAVIT - I corrected the serial number on ITEM 7b.

Thanks for your help

Stephen Rios

AI-6993 **18.A.7.**

Photo Processing
CC REGULAR

Date: 12/18/2007
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and action to award the sole bid received from Trevinos Digital Photography, meeting all specifications, requirements, terms and conditions with approval of contract (subject to legal review) for: "Photo Processing" for RFB. No. 2007-123-12-05-otm

BACKGROUND

Expenditures will be incurred starting 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1100-421-00-280-001-0-560
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Contract is for the 2008 year. Original 2007 budget was $8,000.00 (presume similar funding in 2008).

FISCAL YEAR: 2008 **ACCT. #:** 1291-412-00-270-002-0-560
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Contract is for the 2008 year. Original 2007 budget was $500.00 (presume similar funding in 2008).

FISCAL YEAR: 2008 **ACCT. #:** 1100-422-10-300-001-0-560
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Contract is for the 2008 year. Original 2007 budget was $1,150.00 (presume similar funding in 2008).

Attachments

Link: draft contract w/exhibits

Link: tab sheet

Link: vendor application and W9

Link: participation log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 02:46 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 03:18 PM	APRV
3	Dale Kennan	Dale Kennan	12/13/2007 08:15 AM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 04:06 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 04:18 PM	APRV

Form Started By: Olga Montero Started On: 12/11/2007 09:54 AM

Final Approval Date: 12/14/2007

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this **01** day of **January , 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and , **Treviños Digital Photography- Pharr, Texas** ("Company").

WHEREAS, Company responded to request for sealed quotes for **(HIDALGO COUNTY - PHOTO PROCESSING")**; and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for Project as listed on specification . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioner** or his designated agent. Company agrees in performing

the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **January 01, 2008,** and ending on **December 31, 2008**, and may be extended at the sole discretion of County for an additional ninety(90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel

and equipment available to safely and efficiently provide the Services.

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

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

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

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

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

If to Company: **Treviños Digital Photography**
1101 North Cage Ste C-5
Pharr, Texas 78577

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

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2007.

COUNTY OF HIDALGO

By:_____
Juan De Dios Salinas, III, County Judge

ATTEST: _____
Arturo Guajardo, County Clerk

COMPANY: _____

By:_____

Printed Name:_____

Title:_____

Approved by:

_____
County Attorney

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY
"PHOTO PROCESSING"
RFSQ NO: 07-123-11-05-otm

S P E C I F I C A T I O N S

PROJECT OVERVIEW:

The County of Hidalgo is Requesting Sealed Quotes (RFSQ) to contract with a qualified vendor to conduct "Photo Processing" on an as needed basis, including, but not limited to, the following:

Scope of Services

1. Developing Negatives only without index card
2. Developing Negatives only with index card
3. Printing 4x6 without index cards
4. Printing 4x6 with index cards
5. Re-prints without index cards
6. Re-prints with index cards
7. Rush prints 1-2 hrs without index cards
8. Rush prints 1-2 with index cards
9. 8x10 enlargements
10. 11x14 enlargements
11. Custom/Prints to scale enlargements
12. Roll of film (photograph) copied to Photo CD
13. Developing CD to printing
14. Reprints with CD to printing

Requirement, Terms & Conditions

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF (BIDS, PROPOSALS AND/OR QUOTES) SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.

2. HIDALGO COUNTY RESERVES THE RIGHT TO SEEK SERVICES/PURCHASES FOR "PHOTO PROCESSING" FROM STATE AWARDED CONTRACTS WHENEVER IT OS IN THE BEST INTEREST FOR THE COUNTY TO DO SO.

3. THE TERM OF THE CONTRACT WILL BE FOR A PERIOD OF ONE (1) YEAR COMMENCING JANUARY 1, 2008 TO DECEMBER 31, 2008, BUT NOT TO EXCEED THE $25,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR) WITH THE COUNTY'S OPTION

JGT.

TO EXTEND THE CONTRACT FOR ONE (1)ADDITIONAL YEAR UNDER THE SAME RATES, TERMS AND CONDITIONS.

4. HIDALGO COUNTY RESERVES THE RIGHT TO CONTINUE THIS QUOTE FOR AN ADDITIONAL SIXTY (60) DAY GRACE PERIOD AT THE END OF THE CONTRACT TERM FOR UNFORSEEN DELAY IN AWARD OF NEW QUOTE FOR NEXT CONTRACT TERM.

5. VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF FIVE (5) YEARS.

6. A LIST OF A MINIMUM OF FIVE (5) CURRENT REFERENCES MUST BE SUBMITTED WITH YOUR QUOTE. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

a). CONTACT PERSON
b). PHONE NUMBER

7. ANY CONTRACT AWARDED TO A SUCCESSFUL VENDOR WILL BE IN EFFECT UNTIL: A). THE CONTRACT EXPIRES. B). DELIVERY AND ACCEPTANCE OF PRODUCTS AND/OR PERFORMANCE OF SERVICES ORDERED; C). TERMINATION BY COUNTY WITH THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO CANCELLATION.

8. HIDALGO COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTES SUBMITTED, IF IT IS IN THE BEST INTEREST TO DO SO.

9. THE SUCCESSFUL VENDOR WILL MAINTAIN GENERAL LIABILITY AND ITS LIMITS THROUGH OUT THE CONTRACT TERM, AS DESCRIBED AND LISTED IN :EXHIBIT "C" INSURANCE REQUIREMENTS.

10. ALL PHOTO PROCESSING WILL BE DROPPED OFF AND PICKED UP BY COUNTY.

11. WE RESERVE THE RIGHT TO ACCEPT OR PROTECT YOUR QUOTATION.

12. ATTACH COMPLETE SPECIFICATIONS FOR ANY SUBSTITUTIONS OFFERED.

13. ITEMIZE ALL UNIT PRICES AND DISCOUNTS SEPARATELY.

14. DUE TO THE NATURE OF THE SERVICES SOUGHT , THOSE PERSONS WITH YOUR COMPANY THAT WOULD ACTUALLY BE CONDUCTING THE WORK WOULD BE REQUIRED NOT TO DUPLICATE OR PASS OUT FOR VIEWING ANY PHOTOGRAPHS OR NEGATIVES.

JCT

15. THOSE PERSONS PROVIDING THIS SERVICE MAY BE REQUIRED TO TESTIFY AS TO THE WORK THAT WAS COMPLETED AND PROVIDE TECHNICAL TESTIMONY IN JUDICIAL PROCEEDINGS STEMMING FROM CRIMINAL OR CIVIL INVESTIGATIONS.

16. IF AT ANY TIME IT APPEARS THAT HIDALGO COUNTY WILL EXCEED $25,000.00 WITHIN THE FISCAL YEAR, ALL SERVICES WILL BE SUSPENDED UNTIL A CONTRACT IS OBTAINED THROUGH THE HIDALGO COUNTY BIDDING PROCESS.

17. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND FAX BACK (NO QUOTE).

HIDALGO COUNTY IS REQUESTING THAT ANY AND ALL QUESTIONS, INQUIRIES, AND CLARIFICATIONS REGARDING QUOTES BE ADDRESSED TO, MARTHA L. SALAZAR, PURCHASING AGENT, **2812 So. Business 281 (New Administration Bldg.)**, EDINBURG, TEXAS 78539. TELEPHONE CALLS WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, NOVEMBER 28, 2007, 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00P.M., FRIDAY, NOVEMBER 30, 2007.

JGT

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
"PHOTO PROCESSING"
RFSQ NO. 2007-123-11-05-otm

BID PAGE

SCOPE OF SERVICES

Developing Negatives only without index cards	$ 1.60
Developing Negatives only with index cards	$ 2.35
Printing 4x6 without index cards	$ .21
Printing 4x6 with index cards	$ .21
Re-prints without index cards	$ .31
Re-prints with index cards	$ .31
Rush prints 1-2 hours without index cards	$ .26
Rush prints 1-2 hours with index cards	$ .26
8x10 enlargements	$ 2.00
11x14 enlargements	$ 8.10
Custom Prints to scale enlargements	$ 10.10
Roll of film (photograph) copied to Photo CD	$ 8.50 Note 8.50 For First Roll 5.00 ~~For~~ thereafter/c
Developing CD to printing	$ .21
Reprints with CD to printing	$ .31
TOTAL QUOTE AMOUNT (*) SEE Attachment	$

BIDDER COMPANY NAME: Treviño's Digital Photography
ADDRESS: 1101 North Cage Ste C-5
CITY STATE ZIP CODE: Pharr, TX 78577
PHONE - FAX NUMBERS: 956-783-5274 ; 956-78[illegible]-8044
CELLULAR & PAGER NUMBERS: 956-607-8911
AUTHORIZED SIGNATURE: Joe A. [illegible]
PRINTED NAME: JOE G. TREVINO
TITLE: Owner

16T.

Twin Palm Plaza • 1101 N. Cage Ste. C-5, Pharr, TX 78577 • www.trevinosphoto.com

DECEMBER 04, 2007

ATTN: MARTHA SALAZAR
PURCHASING

MS. SALAZAR,

THESE ARE OTHER SERVICES AVAILABLE TO HIDALGO COUNTY.

MEMORY CARD TO CD (UP TO 250 PICTURES PER CD) $ 9.50

INDEX PRINT FROM CD (UP TO 36 PICTURES PER INDEX) $ .75

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT ME AT (956) 607-8911 (CELL) OR (956) 783-5274 (OFFICE)

RESPECTFULLY

JOE TREVINO

JCT.

office (956) 783-5274 • cell (956) 607-8911 • fax (956) 781-8044 • toll free 888-873-8466

EXHIBIT "C"
INSURANCE REQUIREMENTS

Insurors Indemnity

COMMERCIAL GENERAL LIABILITY COVERAGE POLICY DECLARATIONS

[X] **Insurors Indemnity Lloyds** [ ] **Insurors Indemnity Company**

Renewal of # MPP-06-0100824-01

POLICY NUMBER: MPP-07-0100824-02

1. NAMED INSURED AND MAILING ADDRESS:	2. AGENT INFORMATION:
TREVINO STUDIO & PHOTO CENTER, INC. 1101 N. CAGE SU C 5 PHARR, TX 78577	Valley Insurance Providers PO Box 3783 620 W. Ferguson McAllen, TX 78502

3. POLICY PERIOD: FROM:03-29-2007 TO:03-29-2008
12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, SUBJECT TO THE INFORMATION PROVIDED ON THE APPLICATION FOR INSURANCE AND ALL THE TERMS OF THIS POLICY, WE AGREE TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

4. POLICY FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:
Refer to Form IIC 200 Attached for forms and endorsements applying to this Policy and made part of this policy at time of issue.

5. LIMITS OF INSURANCE:

General Aggregate Limit (Other Than Products - Completed Operations)	$1,000,000
Products - Completed Operations Aggregate Limit	$1,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence Limit	$1,000,000
Damage to Premises Rented to You Limit	$100,000
Medical Expense Limit (Any One Person)	$5,000

6. CLASSIFICATION AND PREMIUM:

Prem No.	Class. No.	Classification
1	1	Photographers
1	2	Buildings or Premises - bank or office - mercantile or manufacturing (lessor's risk only) - Other than Not-For-Profit

Prem No.	Class. No.	Code No. / Form No.	Premium Basis	Rate All Other	Rate Products/Comp. Opts.	Advance Premium All Other	Advance Premium Products/Comp. Opts
1	1	16471	595,000	0.66	0.00	$392	INCLUDED
1	2	61212	10,500	56.35	0.00	$592	INCLUDED

TOTAL ADVANCE PREMIUM: $1,135.00

7. DESCRIPTION OF BUSINESS AND LOCATION OF PREMISES:
Form of Business:

[ ]	Individual	[ ]	Joint Venture	[ ]	Partnership	[X]	Corporation	[ ]	Organization (Other)

Business Description: PHOTO STUDIO & LESSOR'S RISK

Location of All Premises You Own, Rent or Occupy:

Prem No.	Physical Address	City	State	Zip Code	County
1	1101 N CAGE SU C5	PHARR	TX	78577	HIDALGO

COUNTERSIGNATURE: _____ DATE: **02-19-2007**

INSURED COPY

JGT

Insurance Requirement Acknowledgment

I, Joe G. Treviño, authorized representative for Treviño's Digital Photography
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☑ have already been met, see attached copy of insurance certificate.

_____
Authorized Representative

12-4-07
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

JGT

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Joe G. Trevino, possess all of the APPLICABLE:

1. Licenses: N/A
2. Bonds: N/A
3. Certificates: N/A
4. Permits: N/A
5. Other: N/A

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

12-4-07
Date

Trevino's Digital Photography
Company

1101 North Cage Stc C-5
Address

Pharr, TX 78577
City, State, Zip

JGT.

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET
REQUEST FOR SEALED QUOTE (RFSQ)

2007-123-12-05

DEPARTMENT NAME: HIDALGO COUNTY	
RFS-QUOTE DEADLINE: DECEMBER 5, 2007	TIME: 9:30 a.m.
DESCRIPTION OF BID: PHOTO PROCESSING	BUYER OLGA T. MONTERO

NO. OF BIDS	NAME OF COMPANY	TOTAL PRICE
1.	TREVINOS DIGITAL PHOTOGRAPHY 1101 NORTH CAGE STE C-5 PHARR TEXAS 78577	REFER TO ATTACHMENT BID PAGE
2.		
3.		
4.		

EXHIBIT "B"

HIDALGO COUNTY
"PHOTO PROCESSING"
RFSQ NO. 2007-123-11-05-stm

BID PAGE

SCOPE OF SERVICES

Developing Negatives only without index cards	$ 1.60
Developing Negatives only with index cards	$ 2.35
Printing 4x6 without index cards	$ .21
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Reprints with CD to printing	$ .31
TOTAL QUOTE AMOUNT (*) SEE Attachment	$

BIDDER COMPANY NAME: Treviño's Digital Photography
ADDRESS: 1101 North Cage Ste C-5
CITY/STATE/ZIP CODE: Pharr, TX 78577
PHONE/FAX NUMBERS: 956-783-5274 ; 956-78[illegible]-8044
CELLULAR & PAGER NUMBERS: 956-607-8911
AUTHORIZED SIGNATURE: [signature]
PRINTED NAME: JOE G. TREVINO
TITLE: Owner

16T.

trevinosdigital photography
The Events Photography Specialists
Twin Palm Plaza • 1101 N. Cage Ste. C-5, Pharr, TX 78577 • www.trevinosphoto.com

DECEMBER 04, 2007

ATTN: MARTHA SALAZAR
PURCHASING

MS. SALAZAR,

THESE ARE OTHER SERVICES AVAILABLE TO HIDALGO COUNTY.

MEMORY CARD TO CD (UP TO 250 PICTURES PER CD) $ 9.50

INDEX PRINT FROM CD (UP TO 36 PICTURES PER INDEX) $ .75

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT ME AT (956) 607-8911 (CELL) OR (956) 783-5274 (OFFICE)

RESPECTFULLY

JOE TREVINO

JGT.

office (956) 783-5274 • cell (956) 607-8911 • fax (956) 781-8044 • toll free 888-873-8466

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing *a* co.hidalgo.tx.us

Company Name Treviño's Digital Photography Telephone No. (956) 783-5274

dba Name:

Legal Name: Trevino's Digital Photography

Mailing Address: 1101 North Cage Ste C-5 Fax No. (956) 781-8044

Physical Address: 1101 North Cage Ste C-5

City, State, Zip Pharr TX 78577 Tax I.D. No.

Remit to Address: 1101 North Cage Ste C-5 City, State, Zip Pharr TX 78577

E-Mail Address: joe @ trevinosphotocenter.com

Representative(s) Name(s) & Title(s) JOE G. TREVINO OWNER

Type of Organization (check one): ____ Individual ____ Partnership ✓ Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 1-20-4006868-1 (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: TX Date: 2007 Other

Type of Business (check one): ____ Manufacturer ____ Wholesaler ✓ Retailer ____ Broker
____ Distributor ____ Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

JOE G. TREVINO OWNER

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☒ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☒ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

Indicate Certification No.(s): N/A or are Certificate(s) attached?: ☐ Yes ☒ No

What type of product(s) is are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☒ No

To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.:

JCF

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors Vendors. Our goal for HUB contractor vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor Vendor" the contractor vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

W-9

Rev. November 2005

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2

Name (as shown on your income tax return)
Treviño's Digital Photography

Business name/disregarded entity, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Other ▶

Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1101 North Cage Ste C-5

Requester's name and address (optional)

City, state, and ZIP code
Pharr, TX 78577

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | | | | | | |

or

Employer identification number
2 0 - 4 1 0 1 6 8 1 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 12-4-07

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

SCT

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFSQ-RFI

RF-QUOTE DEADLINE: December 5, 2007

RFSQ DUE TIME: 9:30 AM

DEPARTMENT/RF-QUOTE DESCRIPTION: HIDALGO COUNTY - PHOTO PROCESSING

BUYER: OLGA T. MONTERO

RFSQ NO. 2007-123-12-05

NAME AND ADDRESS OF BIDDER:	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S
Brittons Photo 3200 N. 23rd Mcallen Tx	velocity express	Olga T. Montero	11/27/07	686-6435 Ph. 687-2974 Fx
Trevinos Digital Photography 1101 N. Cage Ste-C5 Pharr Tx 78577 Joe Trevino	velocity express	Olga T. Montero	11/27/07	787-8652 Ph. 781-8044 fx
Trevinos Photography 1101 N. Cage Ste-C3 Pharr Texas 78577 Hector Trevino	velocity express	Olga T. Montero	11/27/07	781-5274 Ph. 781-8044 fx
Glens Photoraphy 411 Plam Way Pharr Tx 78577	velocity express	Olga T. Montero	11/27/07	787-4961

*VIA: IN PERSON (IP);
TELEPHONE REQUEST (TR);
BIDDER LIST MAIL OUT (BLM)

AI-7015 **18.A.8.**

Independent Audit Services for Hidalgo County
CC REGULAR

Date: 12/18/2007
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Gricelda Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and action for Commissioners' Court to assign/designate a grading committee to score and evaluate the statements of qualifications received in response to Hidalgo Countys RFP - Independent Financial Audit Services for Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

Link: Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 01:29 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 01:48 PM	APRV
3	Rey Salazar	Rey Salazar	12/12/2007 04:27 PM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 04:57 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:08 PM	APRV

Form Started By: Gricelda Villarreal Started On: 12/11/2007 04:13 PM

Final Approval Date: 12/14/2007

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

RFQ ACCEPTANCE DATE: November 21, 2007 | RFQ ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFQ: Independent Financial Audit Services-Hidalgo County

RFQ NO: 2007-261-11-21-CGV

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	ADDENDUM
#01	Garcia & Peña CPA	Acknowledgment of Receipt	
#02	Ricky Longoria from Burton McCumber & Cortez LLP	Acknowledgment of Receipt	
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: **NOVEMBER 21, 2007** RFQ ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/QUALIFICATION DESCRIPTION: **"Independent Financial Audit Services-Hidalgo County"**

RFQ NO: **2007-261-11-21-CGV**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1. LONG CHILTON PABLO VELA JR.	VELOCITY	Cris Villarreal	11/09/07	4100 N. 23RD.STREET MCALLEN, TEXAS 78504 686-3701 (F) 686-6830
2. JOSE LUIS FLORES LAW FIRM - JOSE LUIS FLORES	VELOCITY	Cris Villarreal	11/09/07	1111 WEST NOLANA MCALLEN, TEXAS 78504 682-0924 (F) 682-3838
3. RUDY RODRIGUEZ, CPA RUDY RODRIGUEZ	VELOCITY	Cris Villarreal	11/09/07	200 S. 10TH STREET, SUITE 710 MCALLEN, TEXAS 78501 618-2331 (F) 618-2371
4. BURTON, MCCUMBER & CORTEZ - RICKY LONGORIA	VELOCITY	Cris Villarreal	11/09/07	200 S. 10TH STREET SUITE 1500 MCALLEN, TEXAS 78501 618-2300 (F) 630-0192
5.JULIO GUZMAN, CPA JULIO GUZMAN	MAILED OUT	Cris Villarreal	11/09/07	514 NORTH MAIN STREET SUITE 1 MCALLEN, TEXAS 78501
6. JUAN NUNEZ, CPA	VELOCITY	Cris Villarreal	11/09/07	1101 NORTH CAG E BLVD., SUITE 8 PHARR, TEXAS 78577 787-0521 (FAX IS SAME)
7.				
8.				
9.				
10.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

AI-7022 **18.A.9.**

Building Demolition and Removal of Underground Petroleum Storage Tank System

CC REGULAR

Date: 12/18/2007
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of specifications (drafted and developed by L & G Engineering, project consultant) for the: "Buildings Demolition and Removal of Underground Petroleum Storage Tanks System & Related Equipment and/or Accessories" for two (2) county-owned properties located at 201 & North Closner, fka, Perez Chevron & Nietos RFB No. 2007-397-01-16-otm

B. As requested by L & G requesting Commissioners' Court designation of "Point(s) of Contact" for the above referenced project. _____.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1336-419-40-220-028-0-739
FUNDS AVAILABLE Y/N?: 2007 **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$1,653,850.00 available balance as of 12/13/07.

Attachments

Link: draft specs
Link: letter/email from L & G

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 03:22 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 03:33 PM	APRV
3	Rey Salazar	Rey Salazar	12/13/2007 09:22 AM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 05:02 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:08 PM	APRV

Form Started By: Olga Montero Started On: 12/12/2007 08:57 AM

Final Approval Date: 12/14/2007

BUILDING DEMOLITION AND

REMOVAL OF UNDERGROUND PETROLEUM STORAGE TANK SYSTEM

DRAFT

INVITATION FOR BID

BID OPENING DATE: JANUARY 16, 2008 @ 9:30 A.M. CST

PRE-BID MEETING: JANUARY 3, 2008 @ 2:00 P.M. CST
AT PROJECT SITE (201 NORTH CLOSNER BLVD., EDINBURG, TEXAS)

INTRODUCTION

Bids are solicited for: the demolition of two (2) adjacent gasoline station buildings; the removal of debris and regulated materials; and the removal of one (1) underground petroleum storage tank system, one (1) underground hydraulic lift, and two (2) underground sumps associated with the buildings. The properties are located at 201 North Closner Blvd. and 217 North Closner Blvd., respectively, in Edinburg, Texas. Should this bid contain the COUNTY'S standard contract terms, conditions and insurance requirements, they will be attached as Exhibit A B & C.

Bid Packets may be obtained by contacting the Hidalgo County Purchasing Department at (956) 318-2626 or may be picked up in person at Hidalgo County Purchasing Department, with a **Physical location of**: 2802 S. Business Hwy 281, (Southeast Corner of Canton & Business Hwy 281) Hidalgo County New Administration Building, Edinburg-Texas 78539.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or package as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No. 2007-397-01-16-otm-"Building Demolition and Removal of Underground Petroleum Storage Tank System", on the lower hand corner of the sealed envelope and/or package. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain (1) original and three (3) copies of bid and must be clearly identified an addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
2812 S. Business Hwy 281
Hidalgo County New Adminstration Bldg.
Edinburg, Texas 78539

Physical Location:
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until 9:30 a.m. CST on Wednesday, January 16, 2008, at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg-Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Hidalgo County reserves the right to refuse and reject and/all bids and to waive any/all formalities and technicalities, or to accept bid considered the best and most advantageous to the County.

Any technical questions concerning the bid should be directed to Marc Haws, P.G., CAPM at (956) 423-7807.

Comment: Will The Purchasing Dept be the point of contact for this project or will it be Engineer?

A pre-bid meeting will be held at the project site (201 North Closner Blvd., Edinburg, Texas) on Thursday, January 3, 2008 at 2 p.m. CST..

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1. SCOPE AND LOCATION: This specification describes tasks necessary to demolish two (2) adjacent gasoline station buildings and remove and dispose of one (1) underground petroleum storage tank (PST) system, one (1) underground hydraulic lift, and two (2) underground sumps for the County of Hidalgo, Texas. The properties are located at:
    - 201 North Closner Blvd., Edinburg, Texas
    - 217 North Closner Blvd., Edinburg, Texas
2. DEFINITIONS OF TERMS AND ACRONYMS
    - 2.1. IFB: Invitation for Bid
    - 2.2. PST: Petroleum Storage Tank
    - 2.3. TCEQ: Texas Commission on Environmental Quality
    - 2.4. NFPA: National Fire Protection Association
    - 2.5. API: American Petroleum Institute
    - 2.6. COUNTY: County of Hidalgo
3. APPLICABLE STANDARDS: All work performed under the purchase order shall be in compliance with all laws and regulations of the federal, state and local governments in whose jurisdiction the service is performed and the following publications (or latest revision) as a minimum.
    - 3.1. AMERICAN PETROLEUM INSTITUTE (API) PUBLICATIONS
        - 3.1.1. AP11604 "Removal and Disposal of Used Underground Storage Tanks"
        - 3.1.2. API 1628 "Underground Spill Cleanup Manual"
        - 3.1.3. API 2015 "Cleaning Petroleum Storage Tanks-3rd Edition"
        - 3.1.4. API 2015A "A Guide for Controlling the Lead Hazard Associated with Tank Entry and Cleaning"
        - 3.1.5. API 2217 "Guidelines for Confined Space Work in the Petroleum Industry"
        - 3.1.6. API 2219 "Safe Operating Guidelines for Vacuum Trucks in Petroleum Service"
        - 3.1.7. API 2003 "Protection Against Ignition Arising Out of Static, Lightning, and Stray Currents"
    - 3.2. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) PUBLICATIONS
        - 3.2.1. NFPA 30 "Flammable and Combustible Liquids Code"
        - 3.2.2. NFPA 70B "Electrical Equipment Maintenance"
        - 3.2.3. NFPA 77 "Recommended Practice on Static Electricity"
        - 3.2.4. NFPA 327 "Standard Procedure for Cleaning or Safeguarding Small Tanks and Containers"
    - 3.3. CODE OF FEDERAL REGULATIONS (CFR)
        - 3.3.1. United States Department of Labor
            - 3.3.1.1. 29 CFR 1910 "Occupational Safety and Health Standards"
            - 3.3.1.2. 29 CFR 1518 "Safety and Health Regulations for Construction"
            - 3.3.1.3. 29 CFR 1926 "Excavations, Trenching and Shoring"
        - 3.3.2. United States Environmental Protection Agency
            - 3.3.2.1. 40 CFR 260 "Hazardous Waste Management System: General"
            - 3.3.2.2. 40 CFR 261 "Identification and Listing of Hazardous Waste"

DRAFT

3.3.2.3. 40 CFR 262 "Generators of Hazardous Waste"

3.3.2.4. 40 CFR 263 "Transporters of Hazardous Waste"

3.3.2.5. 40 CFR 280 "Underground Storage Tank Technical Requirements"

3.4. TEXAS ADMINISTRATIVE CODE, TITLE 30 (30 TAC)

3.4.1. Chapter 334 "Underground and Aboveground Storage Tanks"

3.4.2. Chapter 350 "Texas Risk Reduction Program

3.5 LOCAL FIRE MARSHAL REGULATIONS

3.6. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) PUBLICATIONS: RG-411- "Investigating and Reporting Releases from Petroleum Storage Tanks (PSTs)"

4. REFERENCES: Respondents shall submit three references that can verify their qualifications and experience requirements. References shall include name, point-of-contact, telephone number and dates that services were provided.

5. RESPONDENT QUALIFICATIONS: The respondent shall:

5.1. Comply with all laws and regulations of the federal, state and local governments.

5.2. Obtain all necessary registration numbers, licenses and permits in connection with work required by the purchase order and shall have a certificate of registration as an underground storage tank contractor and current License B issued by the TCEQ in accordance with Title 30, Texas Administrative Code, Chapter 334, Subchapter I (relating to Underground Storage Tank On-Site Supervisor Licensing and Contractor Registration).

5.3. Have a minimum of five years experience in removal and off-site disposal of PST systems.

6. SERVICE REQUIREMENTS

6.1. VENDOR'S USE OF PREMISES: The vendor shall:

6.1.1. Not extend operations beyond the areas designated by COUNTY's designated representative.

6.1.2. Be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto.

6.1.3. Handle and store equipment, materials, and supplies in a safe and orderly manner and shall keep the premises orderly, sanitary, and free from accumulation of waste materials or rubbish resulting from operations under this purchase order.

6.1.4. Receive from COUNTY's designated representative, prior to beginning work, the limits of the work area, including temporary stockpile area(s).

6.1.5. Maintain proper traffic controls and barricades to ensure site safety at all times. Traffic barricades, if necessary, shall conform to the Texas Manual on Uniform Traffic Control Devices.

6.1.6. Be responsible for visiting the site and ascertaining pertinent local conditions such as location, accessibility, and general character of the site, the character and extent of existing work within and adjacent to the site, and any other work being performed thereon. Any failure to do so shall not relieve the vendor from responsibility for successfully performing the work without additional expense to COUNTY. **A mandatory pre-bid meeting at the project site is scheduled for Thursday, January 03, 2008 at 2 p.m. CST.**

6.2. SAFETY PRECAUTIONS

6.2.1. The vendor, subcontractors and their employees shall be familiar with and comply with Occupational Safety and Health Association (OSHA) safety requirements set forth in 29 CFR Parts 1910 and 1926, and all federal, state, and local regulations, as applicable. The vendor shall bear sole responsibility for any penalties and down time charges imposed for noncompliance.

6.2.2. Prior to initiation of site work, the vendor shall submit to COUNTY's designated representative a health and safety plan which addresses all applicable OSHA requirements for all work to be performed during the course of this project. The vendor shall follow procedures outlined in the health and safety plan during all phases of the project to protect the health and safety of all persons and property in the vicinity of the project site.

DRAFT

6.2.3. The vendor shall maintain a copy of the health and safety plan on-site during all phases of the project and shall ensure that all on-site personnel have reviewed and are familiar with the plan. All safety equipment referenced in the health and safety plan shall be on-site and calibrated (if applicable) before construction begins.

6.2.4. The vendor shall, at all times, maintain safe and continuous access to the work site for COUNTY's designated representative, federal, state, and local authorities. The vendor shall provide all necessary safety measures including, but not limited to, fencing, barricades, warning signs, flags, and steel plates over trenches, to ensure the safety of the vendor, subcontractors, and all vehicular and pedestrian traffic in the project area. At a minimum, a four foot (1.2 m) high orange polyethylene safety fence shall be installed continuously around all excavations. The fencing shall be attached to a sufficient number of rigid supports to prevent sagging. Immediately outside and adjacent to this fence, lighted wooden traffic barricades (minimum length six feet (1.8 m) shall be installed at a minimum of one per excavation wall. Required barricades, warning signs, etc. shall be placed around the work zone prior to initiation of work and kept in place until all work is complete.

6.2.5. The vendor shall store or handle gasoline or other flammable liquids in strict accordance with all state and local fire marshal requirements.

6.2.6. The vendor shall have a minimum of two Class 40 B:C fire extinguishers at each active tank excavation and readily available for any work which involves release of product or use of a sparking device.

6.2.7. The vendor shall be responsible for directing the use of personal protective clothing and equipment to minimize employee exposure in accordance with OSHA standards. The vendor's site specific health and safety plan shall include provisions for emergency conditions and information concerning local emergency facilities.

6.2.8. The vendor shall eliminate all potential sources of ignition from the area including smoking materials, and nonexplosion-proof electrical and internal combustion equipment.

6.2.9. The vendor shall be responsible for locating all utility lines (underground, aboveground and aerial) in the vicinity of the site. However, the vendor shall be aware that utility lines are still in the ground and shall take precautions on encountering such utility lines that their disturbance or removal shall not endanger personnel or equipment at the facility. The vendor shall coordinate with COUNTY and Texas One Call System (1-800-245-4545) before any construction activities are begun. The vendor shall be responsible for all costs required to repair utilities damaged during the course of this contract at no additional cost to COUNTY.

6.2.10. Requirements for entering a tank pit shall be the same as a permit Required Confined Space Entry until the evaluation of the hazards of the permit space and verification that acceptable entry conditions for the entry into that space exists. Reference ANSI 2117.1-1989; 29 CFR 1910.146, Appendices A, B, C, D and E (Federal Register January 14, 1993) and NIOSH Publication 80-106.

6.2.11. All work shall be completed in a manner that minimizes the possibility of any threat to human health and safety or the environment.

6.3. REMOVAL OF REGULATED MATERIALS AND OTHER DEBRIS

6.3.1 The vendor shall inspect and inventory materials that are or are suspected to be regulated materials (i.e. oils, solvents, used tires, etc.).

6.3.2 The vendor shall use qualified personnel or subcontract personnel to classify, handle, remove, dispose, recycle or reclaim any identifiable regulated materials.

6.3.3 The handling, transportation, disposal , recycling or reclamation of any regulated materials shall be conducted in a safe and environmentally sound manner and shall be in accordance with all applicable regulations in effect for the type, volume, contaminant concentration, and classification of the removed material.

DRAFT

6.4. BUILDING DEMOLITION

6.4.1 The vendor shall provide all labor, materials, supplies, equipment, insurance, supervision, transportation, and incidental expenses for the demolition of the buildings at the two subject properties, to include all other structures such as foundations, pavement, sidewalks, storage structures, and fences. (Specifications for the removal of underground structures are presented in Sections 6.5 thru 6.14 below). The vendor is to provide a total clean site, by having all construction type materials (concrete, metal, wood, glass, brick, plastic, paper, etc.) removed and properly disposed. The vendor is responsible for site conditions and for becoming familiar with the location to be demolished. The vendor is responsible for meeting or exceeding all Federal, State of Texas, and local safety, health, and traffic regulations and standards in effect and applicable at the time of award. The vendor is responsible for obtaining all appropriate permits when required.

6.4.2 The COUNTY shall be responsible for utility disconnection within each building. In accordance with Section 6.2.9 of this IFB, the vendor shall be responsible for locating all utility lines. Any utility lines damaged shall be repaired by the COUNTY at the vendor's expense. Damage to utility lines shall be immediately reported to the COUNTY's representative.

6.5. PREPARATION FOR PETROLEUM STORAGE TANK REMOVAL

According to TCEQ records, the tank system located at 201 North Closner Blvd. has the following registered underground petroleum storage tanks and associated equipment:

- Three (3) 6,000-gallon fiberglass-reinforced plastic (FRP) tanks (Gasoline)
- One (1) 2,000-gallon FRP tank (Diesel)
- Underground FRP piping
- Ancillary equipment including: submersible pumps, fill pipes, overspill containment devices, vent pipes, etc.
- Dispenser islands

6.5.1. The COUNTY shall submit to the TCEQ a written 30-day underground storage tank (UST) construction notification form and the vendor shall be responsible for contacting the TCEQ regional office 24 to 72 hours prior to construction.

6.5.2. The vendor shall use all applicable safety rules and regulations for vapor-freeing tanks, including the use of all appropriate equipment and procedures for vapor-freeing tanks.

6.5.3. The handling, transportation, and disposal of any regulated substances removed from a PST system, and any contaminated soils, backfill material, groundwater, wash water, or similar materials removed from the system shall be conducted in a safe and environmentally sound manner and shall be in accordance with all applicable regulations in effect for the type, volume, contaminant concentration, and classification of the removed material.

6.5.4. The vendor shall be responsible for the cleanup and disposal of any contaminated materials resulting from the release of hydrocarbons deemed avoidable by COUNTY's designated representative. Criteria for this determination shall be the vendor's conformity with these specifications and industry standards of practice. The vendor shall bear all costs associated with these cleanup activities.

6.6. EXCAVATION/TANK PURGING: The vendor shall:

6.6.1 Excavate to the top of tank. Remove all concrete and/or asphalt pavement. Place soil and any base material in areas designated by COUNTY's designated representative.

6.6.2 Excavate the tank pit soils until the tanks, piping, pumps, vent lines and pump islands can be removed. Place all excavated materials on polyethylene sheet(s) **as required by TCEQ** at the site location as designated by COUNTY's designated representative. Cover all material and protect from rainfall and runoff.

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6.6.3 Cooperate with COUNTY's designated representative regarding stockpiling and segregation of excavated material to facilitate sampling and characterization of soils.

6.6.4 Provide temporary excavation shoring, as necessary, **for all pits and trenches to prevent damage to adjacent structures and/or highways.**

6.6.5 Notify the COUNTY designated representative of unstable soil conditions, ground water seepage, and storm water collection in any excavation.

6.6.6 Bear all costs of unauthorized excavation.

6.6.7 Drain product piping back into the tank to avoid any spillage. Cap and remove product piping in tank area.

6.6.8 Remove liquids and residues from the tank using explosion-proof or air-driven pumps. Refer to API Publication 2015 for safety precautions. Bonding and grounding of pump motors, suction hoses and tanks shall be in accordance with NFPA. The use of a hand pump may be required to remove the final liquids from the bottom of the tank. If a vacuum truck is used for removal of liquids or residues, the area of operation for the vacuum truck shall be vapor free. The truck shall be located upwind from the tank and outside the path of probable vapor travel. Vacuum pump exhaust gases shall be discharged through a hose of adequate size and length downwind of the truck and tank area. Review API Publication 2219 for vacuum truck operating and safety practices.

6.6.9 Remove all liquids and residues including tank contents, cleaning solutions and rinse waters removed from the tank and handled in accordance with appropriate federal, state and local regulations. Lead compounds and other residues from the tank might be classified as hazardous wastes. Vendor shall provide COUNTY's designated representative written certification by the vendor, shipper, and receiver, that all liquids and residues, contaminated backfill, tanks, and accessories were removed, shipped, and disposed of in accordance with all applicable permits, safety rules, and regulations.

6.6.10 Remove all exposed connective piping from the tank and the pump/dispenser units, as directed by COUNTY's designated representative.

6.6.11 Remove fill pipe, gauge pipe, vapor recovery truck connection, submersible pumps, fill tube, and other tank fixtures. Fill tube shall remain in place until the tank is vapor-freed as directed by COUNTY's designated representative.

6.6.12 Vent all vapors from the tank at a minimum height of 12 feet (3.6 m) above grade and three feet (914 m) above any adjacent roof lines until the tank is purged of flammable vapors.

6.6.13 Tank Purging and Inserting Methods. Temporary freeing of flammable tank vapor shall be performed using one of the methods described herein or as required by local codes. Vapor or fumes shall be removed from the PST until an acceptable reading has been taken with a combustible gas indicator below the 20 % lower explosive limit or an oxygen meter reading of less than ten % for methods using inert gas.

6.6.13.1. Method I: Flammable or combustible vapors shall be removed from the tank with an inert gas such as Carbon Dioxide (CO2) or Nitrogen (NA Inert gas shall be introduced at low pressure through a single tank opening at a point near the bottom of the tank at the end of the tank opposite the vent. The discharging device shall be grounded per NFPA. While discharging the inert gas, pressures in the tank shall not exceed 5 pounds per square inch (34.5kPa). A carbon dioxide fire extinguisher shall not be used for inert flammable atmospheres.

6.6.13.2 Method II: (May be used when Method I is not practical.) Tank vapors shall be inserted by the addition of solid carbon dioxide (dry ice) to the tank

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in the amount of at least 1.5 pounds (.0424755 kg) per 100 gallons (378 l) of tank capacity. In handling dry ice all appropriate cryogenic methods shall be followed. The dry ice shall be crushed and distributed evenly over the greatest possible area in the tank to promote rapid evaporation. All tank openings, except the vent, shall be plugged after the introduction of dry ice. Continue to observe all normal safety precautions regarding flammable or combustible vapors.

6.6.13.3 Method III: (Tanks equipped with fill tubes that are not removable may be vapor-freed by this method.) Flammable and combustible vapors shall be purged from the tank by ventilation using an eductor-type air mover. The eductor shall be properly grounded and bonded to prevent the generation and discharge of static electricity. The fill tube shall remain in place to ensure ventilation at the bottom of the tank. An eductor extension shall be used to discharge vapor at a minimum of 12 feet (3.65 m) above grade or three feet (914 mm) above the nearest roof line of an adjacent structure.

6.6.13.4 Method IV: (Flammable and combustible vapors may be ventilated from the tank with a diffused air blower.) When using this method of purging, the air-diffusing pipe shall be properly grounded and bonded to prevent the discharge of static electricity. Fill tubes shall be removed to allow proper diffusion of the air in the tank. Air supply shall be from a compressor using a clean air supply. Air supply shall be free from volatile vapors. Air pressure in the tank shall not exceed five pounds per square inch gauge.

6.6.13.5 Method V: Any other method approved by COUNTY's designated representative.

6.7. TANK REMOVAL: The vendor shall:

6.7.1 After vapor-freeing and before tank removal, all accessible holes shall be plugged or capped. One plug shall have a one-eighth inch (3 mm) vent hole to prevent excessive differential pressure within the tank caused by temperature changes. The tank shall be positioned with this vent plug on top of the tank during subsequent transport and storage.

6.7.2 Excavate around the tanks to uncover it for removal. The vendor shall remove tanks from the excavation, place it nearby on a level area and secure it with wood blocks or place directly on a flat-bed trailer and secure. The tank shell shall be checked for corrosion holes and the holes plugged with screwed (boiler) plugs.

6.7.3 Not excavate any soil beyond that required to remove the tank and associated piping unless directed to do so by the TCEQ or the COUNTY's designated representative. Remaining soil contaminated by minor drips and spills from removal and/or previous operations shall be removed from the excavation and placed on polyethylene. The vendor shall notify COUNTY's designated representative of any severely contaminated soils.

6.7.4 Notify COUNTY's designated representative immediately of spilled materials.

6.7.5 Recover, collect, and dispose of spilled materials. Spilled materials shall be treated in the same manner as the released product for handling and disposal purposes.

6.7.6 Conduct all sampling, field quality assurance/quality control, analytical programs and reporting.

6.7.7 Not transport the tanks until flammable vapors or fumes have been removed from the PST and an acceptable reading has been taken with a combustible gas indicator (below the 20 percent lower explosive limit or local fire code regulation). A non-flammable atmosphere shall be maintained in the PST until delivery to the disposal site. The vendor shall obtain necessary approvals and permits before transporting the tanks.

6.7.8 Use appropriate lifting techniques for the PST in accordance with all regulatory agency requirements and API Publication 1604.

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6.7.9 Label tanks no later than 24 hours after removal from the ground and prior to removal from the site. The label shall contain a warning against any type of reuse, regardless of the tank's condition. Former contents, present vapor state, vapor-freeing treatment, and date shall also be included. The label shall be similar to the following example in legible letters at least two inches high.

TANK HAS CONTAINED LEADED GASOLINE*

NOT VAPOR FREE

NOT SUITABLE FOR REUSE

or other flammable/combustible liquid. Use the applicable designation, for example, DIESEL.

6.7.10. Label tanks having contained leaded motor fuel (or whose service history is unknown with the additional information shown below (see API Publication 2015A for additional guidelines.

TANK HAS CONTAINED LEADED GASOLINE.
LEAD VAPORS MAY BE RELEASED IF HEAT
APPLIED TO THE TANK SHELL.

6.7.11 Remove tank from the site as promptly as possible after vapor-freeing procedures have been completed.

6.7.12 Secure tank on a truck for transportation to the storage or disposal site with the one-eighth inch (3 mm) hole located at the uppermost point on the tank. Tanks shall be transported in accordance with all applicable local, state, and federal regulations.

6.8 TEMPORARY STORAGE OF USED TANK AND ASSOCIATED PIPING

6.8.1 If not immediately transported off-site, used tanks, associated piping and dispensers/pumping units shall be stored only in the area designated by COUNTY's designated representative. These items shall not be temporarily stored on COUNTY"s property longer than 24 hours after the time of tank removal.

6.8.2 Tanks stored in temporary storage shall be free of all liquids and residues. Tanks shall be vapor-freed before being placed in temporary storage. All tank openings shall be tightly plugged and capped, with one plug having a one-eighth inch (3 mm) vent hole to prevent the tank from being subjected to excessive differential pressure caused by temperature changes. Tanks shall be temporarily stored with the vented plug at the highest point on the tank. Tanks shall be labeled as described in Paragraphs 6.7.9 and 6.7.10 of this specification.

6.9 DISPOSAL OF USED TANK

6.9.1 Used steel tanks and accessories shall be disassembled for use as reclaimed scrap metal and be permanently disposed of within 30 days of removal. Used FRP tanks shall be dismantled and disposed within 30 days of removal.

6.9.2 Used tanks and accessories shall be permanently disposed in accordance with all laws and regulations of the federal, state and local governments.

6.10 CERTIFICATION: The vendor shall submit to COUNTY's designated representative written certification:

6.10.1 That used tank(s) and accessories were removed from the site as specified herein and in accordance with all applicable safety rules and regulations.

6.10.2 That the transporter shipped all used tank(s), accessories and materials in compliance with all safety rules and regulations and under the proper federal, state, and local transportation permits.

6.10.3 From recycling or disposal facility which acknowledges deliveries of waste material or destruction of waste material. A manifest is required.

6.11. TESTING

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6.11.1 The vendor shall obtain representative samples of soil and/or groundwater, and, if required, other samples for purposes of quality assurance. Grab samples shall be obtained the tank bottom (under fill port and tank ends) or above soil-water interface if water is present in the tank pit, in the pipe trench, under dispensers and from the backfill. All samples shall be obtained in accordance with TCEQ requirements and generally accepted practices.

6.11.2 All samples shall be logged on appropriate chain-of-custody documents, which shall accompany the samples to the laboratory. Copies of all chain-of-custody documents shall be transmitted to COUNTY's designated representative immediately upon delivery of samples to the laboratory.

6.11.3 Laboratory analyses shall be performed for TPH per TCEQ Method 1005 and MTBE and BTEX per SW-846 Method 8021B or 8360B. The sample with the highest TPH level should be analyzed for polynuclear aromatic hydrocarins (PAH) per SW-846 Method 88310 or 8270. Reports of analytical results shall include legible copies of all chromatograms, as appropriate.

6.11.4 If the soil analysis shows levels above the acceptable regulatory limits, additional excavation may be required. The vendor will be directed by COUNTY's designated representative regarding additional excavation.

6.12. BACKFILLING

6.12.1 Soil excavated from the tank pit shall be backfilled to the tank pit upon completion of the tank removal and soil sampling activities.

6.12.2 Clean fill material will be used to backfill the tank pit to surface grade.

6.12.3 Compaction of fill material should be performed in one-foot lifts to surface grade.

6.13 REMOVAL OF UNDERGROUND HYDRAULIC LIFT AND SUMPS

6.13.1. The handling, transportation, and disposal of any regulated substances removed from the hydraulic lift and sumps, and any contaminated soils, backfill material, groundwater, wash water, or similar materials removed from the system shall be conducted in a safe and environmentally sound manner and shall be in accordance with all applicable regulations in effect for the type, volume, contaminant concentration, and classification of the removed material.

6.13.2. The vendor shall be responsible for the cleanup and disposal of any contaminated materials resulting from the release of hydrocarbons deemed avoidable by COUNTY's designated representative. Criteria for this determination shall be the vendor's conformity with these specifications and industry standards of practice. The vendor shall bear all costs associated with these cleanup activities.

6.13.3 Remove all concrete and/or asphalt pavement above hydraulic lift and sumps. Place soil and any base material in areas designated by COUNTY's designated representative.

6.13.4 Excavate the until the hydraulic lift and underground sumps can be removed. Place all excavated materials on polyethylene sheet(s) **as required by TCEQ** at the site location as designated by COUNTY's designated representative. Cover all material and protect from rainfall and runoff.

6.13.5 Cooperate with COUNTY's designated representative regarding stockpiling and segregation of excavated material to facilitate sampling and characterization of soils.

6.13.6 Provide temporary excavation shoring, as necessary.

6.13.7 Notify the COUNTY designated representative of unstable soil conditions, ground water seepage, and storm water collection in any excavation.

6.13.8 Bear all costs of unauthorized excavation.

6.13.9 Excavate around the tanks to uncover it for removal. The vendor shall remove tanks from the excavation, place it nearby on a level area and secure it with wood blocks or place directly on a flat-bed trailer and secure. The tank shell shall be checked for

corrosion holes and the holes plugged with screwed (boiler) plugs.

6.13.10 Not excavate any soil beyond that required to remove the tank and associated piping unless directed to do so by the TCEQ or the COUNTY's designated representative. Remaining soil contaminated by minor drips and spills from removal and/or previous operations shall be removed from the excavation and placed on polyethylene. The vendor shall notify COUNTY's designated representative of any severely contaminated soils.

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6.13.11 Notify COUNTY's designated representative immediately of spilled materials.

6.13.12 Recover, collect, and dispose of spilled materials. Spilled materials shall be treated in the same manner as the released product for handling and disposal purposes.

6.13.13 Conduct all sampling, field quality assurance/quality control, analytical programs and reporting.

6.13.14 Remove hydraulic lift and sumps from the site as promptly as possible after vapor-freeing procedures have been completed.

6.13.15 If not immediately transported off-site, hydraulic lift and sumps shall be stored only in the area designated by COUNTY's designated representative. These items shall not be temporarily stored longer than 24 hours after the time of removal.

6.13.16 Hydraulic lift and sumps stored in temporary storage shall be free of all liquids and residues.

6.13.17 Removed equipment shall be permanently disposed in accordance with all laws and regulations of the federal, state and local governments.

6.13.18 The vendor shall obtain representative samples of soil and/or groundwater, and, if required, other samples for purposes of quality assurance. Grab samples shall be obtained the tank bottom (under fill port and tank ends) or above soil-water interface if water is present in the tank pit, in the pipe trench, under dispensers and from the backfill. All samples shall be obtained in accordance with TCEQ requirements and generally accepted practices.

6.13.19 All samples shall be logged on appropriate chain-of-custody documents, which shall accompany the samples to the laboratory. Copies of all chain-of-custody documents shall be transmitted to COUNTY's designated representative immediately upon delivery of samples to the laboratory.

6.13.20 Laboratory analyses shall be performed for TPH per TCEQ Method 1005 and MTBE and BTEX per SW-846 Method 8021B or 8360B. The sample with the highest TPH level should be analyzed for polynuclear aromatic hydrocarins (PAH) per SW-846 Method 88310 or 8270. Reports of analytical results shall include legible copies of all chromatograms, as appropriate.

6.13.21 If the soil analysis shows levels above the acceptable regulatory limits, additional excavation may be required. The vendor will be directed by COUNTY's designated representative regarding additional excavation.

6.13.22 Soil excavated from the tank pit shall be backfilled to the tank pit upon completion of the tank removal and soil sampling activities.

6.13.23 Clean fill material will be used to backfill the tank pit to surface grade.

6.13.24 Compaction of fill material should be performed in one-foot lifts to surface grade.

6.14. CONTAMINATED MATERIALS REMOVAL AND DISPOSAL

6.14.1. Material Removal: An interim on-site storage area for contaminated materials will be assigned by COUNTY's designated representative. The vendor shall be responsible for the safety and integrity of this area. Procedure for hauling and disposal shall comply with 40 CFR 260-265 and 280-281 and federal, state, and local regulations. Transportation of hazardous waste materials shall be in accordance with 49 CFR (Reference: as of October 1,1993, HM-18L, HM-126).

6.14.1.1 Contaminated Liquid

6.14.1.2 All free product in the tank pit or pipe trench shall be removed by vacuum truck or pumped out and temporarily stored in USDOT and TCEQ approved, single-walled drums.

6.14.1.3 All groundwater or surface runoff in the tank pit or pipe trench contaminated with petroleum hydrocarbons shall be removed by vacuum truck or pumped out and temporarily stored in USDOT and TCEQ approved single-walled drums.

6.14.1.4 Contaminated liquids generated during storage tank vapor-freeing or cleaning processes or equipment decontamination shall be collected by vacuum truck or temporarily stored in USDOT and TCEQ approved single-walled drums.

6.14.2 After characterization and authorization, the contaminated materials shall be removed from the site within 48 hours. The vendor shall remove and transport all stockpiled contaminated soils, solids and liquids to an approved disposal or remediation facility as directed by COUNTY's designated representative.

6.14.3 All analytical testing of contaminated soils, solids and liquids is the responsibility of vendor. The test procedures to be performed and the method of selecting samples shall be in accordance with regulatory requirements any alternative method such as treating the contaminated materials on-site will be directed by COUNTY's designated representative.

7. COUNTY DESIGNATED REPRESENTATIVE: The COUNTY designated representative is shown on the IFB.

8. FINAL REPORT: Vendor shall prepare and submit a written Tank Removal Report to the TCEQ and to the COUNTY's designated representative upon completion of the petroleum storage tank removal job. The report shall conform to requirements outlined in TCEQ Publication R-16 ("How to Remove Your UST from the Ground").

9. CLOSURE: Vendor shall submit all necessary documentation relating to the petroleum storage tank removal activity to the TCEQ in seeking closure for the subject site.

10. RESPONSE SUBMISSION

10.1 The following should be submitted with the response: Failure to return the required items with the bid response may result in rejection of the bid: Experience record for the respondent which shall include: 1) project name and location 2) project owner, address and telephone number.

10.2 The following shall be submitted with the response. Failure to return the required items with the bid response will result in rejection of the bid.

10.2.1. The respondent shall submit a copy of their Certificate of Registration under 30 TAC 334, Subchapter I, as amended with the TCEQ and shall provide a copy of the supervisor's license who shall be on site during the tank removal activities.

11. INVOICING INSTRUCTIONS: The invoice shall include:

11.1. COUNTY purchase order number.

11.2. Vendors' job identification.

11.3. Start date and completion date of each service.

11.4. Unit prices bid for actual work performed, miles traveled, tanks removed, etc. for each job site.

12. WORKMANSHIP

12.1. The awarded vendor is responsible for completing the project within 60 days of bid award. Vendor shall also be responsible for removing and legally disposing all debris caused by the demolition and removal of underground structures.

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CONTRACTOR'S PROPOSAL

AND

ALTERNATIVES (if applicable)

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IFB NO. _____

1. **Base Bid** $ _____

If necessary:

2. **Fluid Transportation and Handling (cost of truck per hour)** $ _____

3. **Fluid Disposal (cost per gallon)** $ _____

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

Signed by: _____ Title: _____

Typed Name: _____ Company: _____

Phone No. _____ Fax No. _____

E-mail address: _____

Bid Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID or Social Security No.: _____

Date: _____

Olga T. Montero

From: Velma Garcia [velma@lgengineers.com]
Sent: Tuesday, December 11, 2007 9:11 AM
To: Olga T. Montero
Cc: Letty Saenz; martha.salazar@co.hidalgo.tx.us
Subject: Invitation for Bids

Olga:

Attached you will find the specifications for the demolition of the structures and removal of the tanks for the two Closner locations.

To reduce the timeline the contractor will have, on behalf of the County we are going to coordinate with TCEQ to get the permits. This will save us and the contractor 30 days. If we get the letter out this week we can have it in time for when the contract is awarded. I need a contact person at the County. Should I use Marty?

Let me know. Thanks

Velma N. Garcia
Office/Environmental Manager

L&G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570
(956) 565-9813
(956) 565-9018 fax

AI-7031 **18.A.10.**

Turnkey Burial Services (Including Cemetery Plots) for Unidentified Paupers Remains

CC REGULAR

Date: 12/18/2007
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, and action to award the sole bid received meeting all specifications, requirements, terms and conditions with approval of contract (subject to legal review) for: "Turnkey Burial Services (including cemetery plots) for Unidentified Pauper Remains"but in no event to exceed $25,000.00. RFSQ No. 2007-417-11-09-otm.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-444-00-240-002-0-345
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 12-12-07 $32,550.00.
Immediate need to bury 10 unidentified bodies as per specs (refer to attachments) $1195 x10= $11,950.00 plus any additional bodies needed in the near future.

Attachments

Link: tab sheet
Link: draft cotract w exhibits
Link: vendor app and w9
Link: participation log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 03:23 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 03:36 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/12/2007 04:02 PM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 02:56 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 03:05 PM	APRV

Form Started By: Olga Montero

Started On: 12/12/2007 09:44 AM

Final Approval Date: 12/14/2007

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET
REQUEST FOR SEALED QUOTE (RFSQ)
2007-417-11-09-otm

DEPARTMENT NAME: HIDALGO COUNTY	
RFS-QUOTE DEADLINE: FRIDAY, NOVEMBER 09, 2007	**TIME: 3:00 p.m.**
DESCRIPTION OF BID: **TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS**	**BUYER: OLGA T. MONTERO**

1.	NAME OF COMPANY	Total Price for Turnkey Burial Services Per Body
2.	Lord & I Cemetery, Inc. 2200 N. Conway Ave Mission, Texas 78572	$1195.00
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-417-

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

WHEREAS, Company has offered to perform certain services for Hidalgo County as more particularly prescribed on Exhibit "A" which is attached hereto and incorporated herein by reference (the "Service"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services, the Commissioners Court of County desires to award a contract to Company to perform the Services.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for "**Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains**". 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. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall not exceed the statutory limits and shall encompass the burial of only the number of bodies which may be disposed of without exceeding said limits.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, of 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 provide, to the extend it deems necessary, insurance in force on all

persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage.

7. Company shall indemnify and holdharmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's feesfor 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 shallcover any act of failure to act by the Company, its agents or employees.

8. This Contract shallnot be assignablein whole or in part by either party without prior written consent of the other party.

9. 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.

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

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

If to Company:

11. 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 beconstrued as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

13. 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.

14. This Agreement shall be governedby and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____day of_____2007 DRAFT

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY;

_____

Approved on Commissioners' Court_____

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

By:_____

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
"Turnkey Burial Services (Including Cemetery Plots)
for Unidentified Pauper Remains"
Bid No: 2007-417-11-09-otm

SPECIFICATIONS

Scope of Services:

Hidalgo County is seeking a "Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains" (aka John Doe's) but in no event to exceed the statutory limit, with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

Hidalgo County currently has the immediate need to bury ten (10) unidentified bodies. While it is not currently anticipated, circumstances may warrant for Hidalgo County to bury additional unidentified bodies in the near future. **Hidalgo County requests that bidders submit bid amounts on a per Turnkey Burial which should include: Cemetery Plot with Opening/Closing costs of Plot and Concrete Liner (if applicable.**

Note however, that the total bid amount for this Request for Sealed Quotes (RFSQ) shall not exceed the statutory limit(s) and shall encompass the burial of only the number of bodies which may be disposed of without exceeding said limit(s).

Information, Terms, Conditions and Requirements:

1. Hidalgo County seeks participation from vendors that are properly licensed, registered or otherwise authorized to conduct and render the services specified and detailed herein.

2. Bidders must provide copies of licenses, registrations and certifications required by law to conduct such services with the bid in order to be considered for award.

3. The selected bidder shall be required to comply with all rules and regulations set forth by the State of Texas pertaining to the governance of burials and cemeteries including, but not limited to, the location of the plot, depth of each grave (based on the type of container), keeping records of the interment, preparation of the decedent's body for burial, etc.

   Bidders are required to submit a map showing the proposed plots contained within the cemetery boundaries with specific numbers assigned to each plot.

   A bidder may not adopt or enforce a rule that prohibits internment because of race, color or natural origin of decedent.

   Please provide a written description of the property location and condition. Vendor must be compliant in the maintenance of the cemetery.

4. Cemetery must be located within Hidalgo County.

5. **Hidalgo County** reserves the right to hold bids for a period of ninety (90) days after bid opening without taking action and to award the bid considered the most advantageous to the County.

HIDALGO COUNTY
"Turnkey Burial Services (Including Cemetery Plots)
for Unidentified Pauper Remains"
Bid No: 2007-417-11-09-otm

SPECIFICATIONS - CONTINUATION

6. Evaluation of bids : All bids shall be evaluated on all factors including but no limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

7. Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.

8. Burial shall be in a grave provided in a cemetery. Contractor is required to open and close the grave as appropriate.

9. The entire burial procedure, from the time the body is taken in charge by the Contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

10. No burial shall be performed unless the personnel of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial.

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

12. Hidalgo County reserves the right to accept or reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to the County.

13. **Hidalgo County is requesting that quotes be routed on or before Friday, November 09, 2007 by 3:00 p.m. to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 So. Business 281 (New Administration Bldg)- Edinburg, Texas 78539,with reference to RFSQ No. 2007-417-11-09- Hidalgo County- "Turnkey Burial Services (Including Cemetery Plot) for Unidentified Pauper Remains".**

HIDALGO COUNTY
"Turnkey Burial Services (Including Cemetery Plots)
for Unidentified Pauper Remains"
Bid No: 2007-417-11-09-otm

BID PAGE

SCHEDULE OF ITEMS

All "Burial Services" will be on "an needed basis only". .

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

Item No.	Description: Turnkey Burial Services Per Body	Unit Price
1	To Include Cemetery Plot with Opening/Closing Costs of Plot and Concrete Liner if applicable	$

Are you currently registered with the Funeral Services Commission in the State of Texas?
____Yes or _____No
If Yes, state how many years _____.
If No, briefly give an explanation: _____

Name of Company:	
Name of Representative:	
Address:	
City/State/Zip Code:	
Telephone/Fax Number:	

EXHIBIT "B"
PAYMENT SCHEDULE

HIDALGO COUNTY
"Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains"
Bid No: 2007-417-11-09-otm

BID PAGE

SCHEDULE OF ITEMS

All "Burial Services" will be on "an needed basis only". .

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

Item No.	Description: Turnkey Burial Services Per Body	Unit Price
1	To Include Cemetery Plot with Opening/Closing Costs of Plot and Concrete Liner (if applicable)	$ 1,195.00 NC

Are you currently registered with the Funeral Services Commission in the State of Texas?
✓ Yes or ____ No
If Yes, state how many years Twenty yrs.
If No, briefly give an explanation: N/A

Name of Company:	L & I Funeral Homes Lord & I Cemetery Inc.
Name of Representative:	John David Santos
Address:	2200 N. Conway Ave
City/State/Zip Code:	Mission, TX 78572
Telephone/Fax Number:	(956) 585-2721 - Office / 533-4414 Cell 585-2731 Fax

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 100 E. Cano St.4th Floor, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Lond 3I County Inc	Telephone No. (956) 533-4414
dba Name: Lond 3I Cemetery	
Legal Name: John David Sanders	
Mailing Address: 2000 Conn.	Fax No. (956) 585-2731
Physical Address: 1203 E. Goodwin Rd. Palmview, TX	
City, State, Zip: Palmview	Tax I.D. No.
Remit to Address:	City, State, Zip
E-Mail Address: JD5218 Hotmail.com	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership ___✓___ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: TX Date: 07 Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor ___✓___ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: Funeral & Cemetery

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____ Entry Date: _____ Vendor No.: _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract
Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract
Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)
LORD BJ Cemetery Inc

Business name, if different from above
Lord BJ Cemetery

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
2200 N. Conway / Conway Ave

Requester's name and address (optional)

City, state, and ZIP code
Mission, TX

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
			–					

or

Employer identification number
2 1 6 0 1 4 1 0 7 9 7 1 6

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

S. QUOTE OPENING DATE: November 09, 2007 S. QUOTE OPENING TIME: 3:00 P.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY- TURNKEY BURIAL SERVCES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"
BID/S. QUOTE NO.: 2007-417-11-09-otm

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE/FAX NO
Val Verde Memorial Gardens 6200 N. Val Verde Rd 2 ½ Miles N. Val Verde Rd Donna Texas 78537	Velarde approx	Olga T. Montero	10/25/07	(956) 464-6060
San Juan Cemetery 105 Amy Drive San Juan Texas 78589	VE	Olga T. Montero	10/26/07	(956) 821-1019
Palm Valley Memorial Gardens 4607 N. Sugar Road Pharr Texas 78577	VE	Olga T. Montero	10/26/07	(956) 787-5222 (956) 787-5228
Valley Memorial Gardens 3605 N. Taylor Rd Mission Texas 78572	VE	Olga T. Montero	10/26/07	(956) 686-8101 (956) 687-2612 fax
Hillcrest Memorial Park 1701 E. Richardson Edinburg Texas 78539	VE	Olga T. Montero	10/26/07	(956) 383-5866 (956) 287-1731
Weslaco City Cemetery 1200 E. 6th St. Weslaco, Texas 78596 (Parks/Recreation Dept.)	VE	Olga T. Montero	10/26/07	(956) 973-3169 (956) 973-3172 (956) 968-8087 Fax
Donna City Cemetery 307 S. 12th St. Donna, Texas 78537	VE	Olga T. Montero	10/26/07	(956) 464-3314 (956) 464-9923

Garden of Angels 1 ½ S. Abram Rd. Mission Texas 78573	VE	Olga T. Montero	10/26/07	(956) 519-4749 (956) 519-4634
La Piedad Cemetery 1801 Wichita Ave. McAllen Texas 78502	VE	Olga T. Montero	10/26/07	(956) 686-1281 (956) 686-5480 fax
Rose Lawn Cemetery 1201 S. Main McAllen Texas 78501	VE	Olga T. Montero	10/26/07	(956) 686-4741 (956) 686-3469
Highland Memorial Park 6705 N. FM 88 Weslaco Texas 78596	VE	Olga T. Montero	10/26/07	(956) 968-5538 (956) 969-4058

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)FACSIMILE (FAX)

AI-7054 **18.A.11.**

Receipt of Rebate from TASB Buy Board
CC REGULAR

Date: 12/18/2007
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and acceptance of an "annual coop rebate" check from Buy Board in the amount of $8, 536.05 in connection with our membership/participation with TASB coopertive purchasing program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
NO FISCAL IMPACT.

Attachments

Link: 7054

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/12/2007 03:24 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 03:47 PM	APRV
3	Erika Reyna	Erika Reyna	12/13/2007 09:07 AM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 05:17 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:32 PM	APRV

Form Started By: Marty Salazar Started On: 12/12/2007 01:19 PM

Final Approval Date: 12/14/2007

BuyBoard®
Cooperative Purchasing

P.O. Box 400
Austin, Texas 78767-0400
512-467-0222
800-695-2919
Fax: 800-211-5454
www.buyboard.com

December 5, 2007

Dear Administrator:

We did it again.

Because of your participation and confidence in The Local Government Purchasing Cooperative, it has grown tremendously over the past eight years. The purchasing volume increased approximately $100 million over the previous year to just over $430 million for the 2006 -07 fiscal years. The membership has grown to just over 2200 members throughout the state.

As a result of the continued growth, the Coop is sending rebate checks to eligible members. The rebate is reflective of the Coop collecting more in vendor service fees than it needed to cover its annual expenditures. As a result, the Cooperative Board approved a distribution of $650,000 to be rebated to 748 members, with each entity's rebate based on the amount of vendor service fees generated by its purchases. The enclosed check results from your participation in the Cooperative for the 2006-07 fiscal years.

Our goal is to continue to offer high quality products at competitive prices from top-performing vendors so that you always find value in the Cooperative and BuyBoard®.

Thank you for your participation in the Cooperative, and we look forward to serving you even better in the future.

Sincerely,

Todd Pearson

Todd Pearson
Chairman
The Local Government Purchasing Cooperative

The Local Government Purchasing Cooperative
P.O. BOX 400
AUSTIN, TX 78767-0400
(800) 695-2919

JPMorgan Chase Bank, N.A., Dallas, TX
Controlled Disbursement

88-88/1113

00002856
12/03/2007

120407_125136 00000357

Vendor No: **108275**

PAY: EIGHT THOUSAND FIVE HUNDRED THIRTY-SIX AND 05/100 DOLLARS

*******$8,536.05**
VOID IF NOT CASHED IN 90 DAYS

TO THE ORDER OF:

HIDALGO COUNTY
100 E CANO 4TH FLR
EDINBURGH, TX 78539

VOID OVER $8,536.05

⑈00002856⑈ ⑆111300880⑆ 734240047⑈

THE FACE OF THIS CHECK IS BROWN ON WHITE PAPER AND AN ARTIFICIAL WATERMARK APPEARS ON BACK OF CHECK.

The Local Government Purchasing Cooperative
P.O. BOX 400
AUSTIN, TX 78767-0400
(800) 695-2919

Net Amount: **>>>>>>>$8,536.05**
Payee Name: **HIDALGO COUNTY**

00002856
12/03/2007

Invoice Number	Invoice Date	Description	Gross	Discount	Amount Paid
112607	11/26/2007	06/07 Annual Coop Rebate	8,536.05		8,536.05
TOTAL			8,536.05		8,536.05

DETACH STATEMENT BEFORE DEPOSITING

AI-7057 **18.A.12.**

Purchase and installation of New Carpet Flooring
CC REGULAR

Date: 12/18/2007
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Approval of an exception from "Order" approved by CC setting deadline of 10-12-07 for major purchases in connection with floor replacement for County Court at Law #2 with assurances from CCL#2 and vendor that flooring will be received and installed by 12-31-07;

B. Presentation for consideration, discussion, acceptance and approval of a proposal received from Tandus US Inc. through our participation/membership with TXMAS 5-721A060A for the provision of labor and materials as attached hereto for approximately 125 s/yds. of commercial carpet "color #215 to be installed at the Court at Law #2,Judge Jaime Palacios chambers to include but not limited to floor prep. cove base installation and any other accessories/appurtenances as related to complete project #07-461 in an amount not to exceed $6,109.92.

BACKGROUND

As per Diaz Flooring carpet is expected to be received and installed on/or before December 31, 2007 as per attachment.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-412-00-022-001-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds have been appropriated from Acct. #7-1100-412-00-022-001-0-431 (see requisitin # 122131) as submitted and presented by the office of Judge Jaime Palacios. Funding available for pending requisition as of 12/13/07.

Attachments

Link: #07-461

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 03:42 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 03:53 PM	APRV
3	Dale Kennan	Dale Kennan	12/13/2007 09:25 AM	APRV

4	Auditor's Office	Joy Hsu	12/14/2007 03:10 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 03:20 PM	APRV

Form Started By: Oscar Garza Started On: 12/12/2007 01:35 PM

Final Approval Date: 12/14/2007

Tandus
Monterey C&A Crossley

PROJECT PROPOSAL

November 7, 2007

Judge Palacios
County of Hildago
100 E. Cano 4th Floor
Edinburg, TX 78539

FAX: 956-318-2384
CTRL# JMJ2926

RE: Carpet Proposal for: Hidalgo County - Court #2

Dear Judge Palacios:

Tandus US, Inc. C & A Floorcovering is pleased to provide the following quotation for the above referenced facility.
" Pricing is per the TXMAS-5-721A060A Contract Schedule based on the GSA -72F-0032P Contract"

SCOPE OF WORK:

Carpet Material - Monterey 12' Broadloom SIN 31-301								
Style	***Color Name***	***Color #***						
Marabella II NT (056040)	Pamplona	215	125	s/y	@	$ 19.42	$	2,427.50
Contract Labor SIN 31-604								
Carpet Installation 12' Broadloom			125	s/y	@	$ 7.00	$	875.00
Cove Base Installation			240	l/f	@	$ 0.50	$	120.00
Open Market Labor								
Carpet Removal/Disposal			125	s/y	@	$ 2.95	$	368.75
Floor Prep			1,152	s/f	@	$ 0.52	$	599.04
4" Cove Base Material			240	l/f	@	$ 1.40	$	336.00
Trip Charge			125	s/y	@	$ 1.85	$	231.25
Earthwerks Montana Plank Furnish/Install			72	s/f	@	$ 10.55	$	759.60
Upholstery Labor			1	job	@	$ 300.00	$	300.00
Contract Sundries SIN 31-603								
B65 Seam Sealer - qt.			2	ea	@	$ 7.39	$	14.78
B19 Greenbond Adhesive 4-gal			3	ea	@	$ 26.00	$	78.00
						TOTAL	**$**	**6,109.92**

1. Estimated from: Measurements by Diaz Floors & Interiors

EXCLUSIONS: (Unless specifically listed/included in above quote)

Protection of Existing Floors	Attic Stock	Sales Tax
Dumpster Cost	Bonding Cost	Mats
Preformed Corners	Border Carpets	Transitions/Reducers
Cleaning/Waxing of Resilient	Stair Materials	Extensive Floor Preparation
Resilient Flooring	Asbestos Abatement	Furniture/Fixture Moving
Night/Weekend Labor		

TANDUS
1735 CLEVELAND HWY
DALTON, GA 30721
(P) 800.241.4902
(F) 706.259.2638

TERMS OF PAYMENT: (Subject to Credit Approval)
* All Materials and Labor - Net 30 Days After Invoice

1. Change Orders: Any work not included in the above scope of work will require a signed change order before work can be performed.

2. Term of Quote: Prices given are firm for sixty days from proposal date.

3. Lead Times: Please note that Tandus is a made to order carpet mill and we cannot BEGIN production of any order until we have a signed purchase order, or a FULLY-EXECUTED contract in house.

Note that normal lead times are as follows:
- Fast Track Carpets, two weeks plus shipping;
- Running Line Carpets, six weeks plus shipping;
- Custom Carpets, eight weeks plus shipping;
- Lead times are approximate and and do not start until after the purchase order or fully-executed contract is received.

4. Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our product performs properly when installed on floors that are free of DIRT, OIL, PAINT AND EXCESSIVE MOISTURE. Floors that have moisture readings greater than 3.0 lbs. per 1,000 feet in 24 hours will not meet specification and will require further curing time or treatment prior to carpet installation.
Tandus recommends only wet scraping or mechanical removal of all non-water based adhesives.

5. Asbestos Abatement: This quote DOES NOT include asbestos abatement. Neither Tandus nor its installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, Tandus' policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. Tandus and its installers consider it the owner's responsibility to produce this report prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, Tandus and its installers may require additional measures be taken prior to installation of any Tandus product. These measures may affect the price of this quote. Please contact Tandus Technical Services Department at 800.241.4902 ext. 2129 for more details.

Please indicate your acceptance of this proposal by returning your signed purchase order, or fully-executed contract via fax to 706.259.2638. Please address it to my attention. Should you have any questions, please call me at 800.241.4902 ext 2643 or email jmiller@powerbond.com.

Thank you for considering Tandus.

Sincerely,

Tandus US Inc.

Judi Miller

Judi Miller
Regional Account Coordinator
Source One

CC: Brooks Turner
Wade Pasch

TANDUS
1735 CLEVELAND HWY
DALTON, GA 30721
(P) 800.241.4902
(F) 706.259.2638

DIAZ
floors & interiors

1205 W. POLK
PHARR, TEXAS 78577
956 787-0056
FAX 956 781-7917

SUB: INSTALLTION OF NEW CARPET AT HIDALGO COURT LAW#2
JUDGE PALACIOS

DATE: 12/12/2007

OSCAR AS PER THE CONVERSATION WITH ANDY, THE CARPET WILL BE INSTALL ON DEC. 31, 2007.

THANK YOU

ANDY DIAZ, PRES. OWNER
1205 W. POLK
PHARR, TX. 78577
PHONE: (956) 787-0056
FAX: (956) 781-7917

Account Inquiry - FAINQ01A 10/24/2006 9:00 am

Account Year 7 Accounting Period 13 Period YTD 190164 pg 12 -1 1 1

Account No 7-1100-412-00-022-001-0-431 Description CCL#2-BLDG R&M SERVICE

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Payments | Unpos

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
10	.00	2,500.00	.00	.00	2,500.00
12	.00	4,000.00	.00	.00	6,500.00
YTD	.00	6,500.00	.00	.00	6,500.00
PRE	.00	.00	6,109.92	.00	6,109.92-
TOT	.00	6,500.00	6,109.92	.00	390.08

AI-7080 **18.A.13.**

Urban County Program-Extension-Los Tesoros Investments I, Ltd.-Lease Agreement-E-06-437-11-21

CC REGULAR

Date: 12/18/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to exercise the second (2nd) year of the additional two (2) one (1) year term extension as provided in current contract for:"Lease of Office Space" for the Hidalgo County Urban County Program, under the same rates, terms and conditions with LOS TESOROS INVESTMENTS I, LTD.- Effective: 01/01/08 - 12/31/08

BACKGROUND

Letter of Extension - Los Tesoros Investments I, LTD.
Invoices are paid out of the Urban County - Contingency account (7-1288-463-00-250-005-0-899)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Budget Impact out of Urban County Program funds.

Attachments

Link: Letter of Extension-Los Tesoros Investments I, Ltd

Link: UCP-Approval of Extension Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 04:38 PM	APRV
2	Budget & Management	Dina Trevino	12/13/2007 08:21 AM	APRV
3	Rey Salazar	Rey Salazar	12/13/2007 11:27 AM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 04:29 PM	APRV

5	Court Administrator	Monica Badillo	12/14/2007 04:32 PM	APRV

Form Started By: Letty Saenz Started On: 12/12/2007 03:58 PM

Final Approval Date: 12/14/2007

PURCHASING DEPARTMENT
County Of Hidalgo

December 12, 2007

Cruz Cantu, III, Partner
Los Tesoros Investments I, Ltd.
810 West Ferguson
Pharr, Texas 78577

Via Fax (956) 787-4722

Re: E-06-437-11-21-"Lease of Office Space"-County of Hidalgo UCP

Dear Mr. Cantu:

Commissioners' Court will take applicable action (Tuesday, December 18, 2007) in connection with the Hidalgo County's option to extend/renew for the **(second 2nd year)** of the additional two (2) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 12, 2007, 2:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: 12/12/07

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

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Diana Serna, Director (956) 787-5291
Hidalgo County Urban County Program

FROM: Leticia Saenz, CPPB, Contracts Manager
Hidalgo County Purchasing Department

DATE: December 12, 2007

RE: ***NOTICE OF INTENT TO EXTEND CONTRACT***
Contract No. E-06-437-11-21-Los Tesoros Investments, Inc.

Please be advised that the current lease agreement referenced for **"Lease of Office Space"** with **"Los Tesoros Investments I, Ltd."** will expire on **December 31, 2007**. Therefore, we are hereby requesting that your department respond if you wish to continue to extend/renew these services or proceed with rebidding for said services.

Provided under the current contract, Hidalgo County Commissioners' Court has the option to exercise the additional second (2nd) year of the addt'l two (2) one (1) year periods under the same rates, terms, and conditions (Commencing **January 1, 2008** and Expiring **December 31, 2008**).

Should you wish to exercise the **"option"** you may indicate by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 by no later than **4:00 p.m.** on Wednesday, December 12, 2007 in order to proceed placing on the next Commissioner's Court Agenda.

YES ✓ I do wish to obtain the one (1) year period extension.
NO ___ I do not wish to obtain the one (1) year period extension.

If answer is no, please explain: _____

Authorized Signature: _____ for DKS
Hidalgo County Urban County Program

As per Tony Barrio telephone conversation with Di

xc: file

DEC 12 2007

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

1916 TESORO BLVD.
PHARR TEXAS 78577

DATE December 12, 2007 **TIME:** 4:00 pm.

FAX COVER SHEET

Please deliver the following pages to Fax 318-2629

NAME: Letty Saenz
Purchasing Dept.

FROM: Diana R. Serna / Mike Mesa / Tony Barco

Total number of pages, including cover sheet: 2

We are transmitting on a Brother MFC 9200C.

If you do not receive all of the pages or there is a problem, please call back within 15 minutes.

PHONE#: (956) 787-8127
FAX#: (956) 787-5291

COMMENTS:

AI-7065 **18.A.14.**

name change

CC REGULAR

Date: 12/18/2007

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval of a "Modification" to reflect the change of name to the Humane Society of the Upper Valley to Palm Valley Animal Center.

BACKGROUND

Fiscal Impact

Attachments

Link: W-9

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/12/2007 03:57 PM	APRV
2	Erika Reyna	Erika Reyna	12/13/2007 02:56 PM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 05:07 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 05:14 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:32 PM	APRV

Form Started By: Mary Maldonado Started On: 12/12/2007 02:23 PM

Final Approval Date: 12/14/2007

Form **W-9** (Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name: PALM VALLEY ANIMAL CENTER

Business name, if different from above:

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.): 2501 W TRENTON RD

Requester's name and address (optional):

City, state, and ZIP code: EDINBURG TX 78539

List account number(s) here (optional):

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number: | | | - | | - | | | | |

or

Employer identification number: 7 4 / 1 8 4 / 1 9 9 9 / 1 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here — Signature of U.S. person ▶ [signature] Title: ANIMAL ASS

Date ▶ 6/6/07

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

PALM VALLEY ANIMAL CENTER
2501 W. TRENTON RD.
EDINBURG, TX 78539

STATEMENT

2007 JUN 5 AM 10 36

TO: COUNTY OF HIDALGO
PO BOX 1356
EDINBURG, TX 78540

ATTENTION: MONICA BADILLO

DATE: JUNE 4, 2007

TERMS: AS PER CONTRACT

ANNUAL CONTRACT AGREEMENT	$200,000.00
AMOUNT DUE FOR MAY, 2007	$16,666.67
TOTAL AMOUNT DUE BY JUNE 15, 2007	$16,666.67

Please be advised that the Upper Valley Humane Society's name has changed to Palm Valley Animal Center. The name is the only thing that has changed. The Federal ID number as well as the address and phone number have stayed the same. Please update your account information to reflect this change. If you have any questions or concerns, please call me at 956-686 -1141.

Sincerely

Charlotte E. Stone
Administrative Assistant

INVOICE RECEIVED BY: on 6/5/07
GOODS/SERVICES RECEIVED BY: on

AI-7084 **18.B.1.**

PRECINCT NO 1

CC REGULAR

Date: 12/18/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Purchasing item for Constable Precinct 1

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Architectural Services in connection with Hidalgo County Constable Precinct No 1 Office;
B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Architects in connection with professional Architectural services required for Hidalgo County Constable Precinct No 1 Offices: 1st._____; 2nd._____;
3rd._____;
C. Authority for the Purchasing Department to negotiate a professional Architect Services Contract with the No.1 ranked firm of _____ for the provision of Architectural Services for Hidalgo County Constable Precinct No 1 Offices.

Purchasing item for Various Precinct 1 R&B and CIP projects

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineer Services in connection with Various R&B and CIP Projects within Precinct #1.
B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineer services required for Various R&B and CIP Projects within Precinct #1; 1st._____; 2nd._____;
3rd._____;
C. Authority for the Purchasing Department to negotiate a professional Engineer Services Contract with the No.1 ranked firm of _____ for the provision of Engineer Services for Various R&B and CIP Projects within Precinct #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

ON AN AS NEEDED BASIS. Available balance is $372,804.38 as of 12/13/07.

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

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

BUDGETARY IMPACT:

ON AN AS NEEDED BASIS. Available balance is $871,169.05 as of 12/13/07.

FISCAL YEAR: **ACCT. #:** 7-1201-431-00-121-005-0-339

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

BUDGETARY IMPACT:

ON AN AS NEEDED BASIS. Available balance is $0.00 as of 12/13/07. Original 2007 budget was $100,000.00 (presume similar funding in 2008).

Attachments

Link: agenda 7084

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 05:36 PM	APRV
2	Budget & Management	Dina Trevino	12/13/2007 08:30 AM	APRV
3	Dale Kennan	Dale Kennan	12/13/2007 11:00 AM	APRV
4	Auditor's Office	Joy Hsu	12/14/2007 03:32 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 03:40 PM	APRV

Form Started By: Laura Moya Started On: 12/12/2007 04:18 PM

Final Approval Date: 12/14/2007

PURCHASING DEPARTMENT
County Of Hidalgo

HIDALGO COUNTY PRECINCT NO 1

FOR

HIDALGO COUNTY CONSTABLE PRECINCT NO 1 OFFICES

Scoring & Evaluation GRID

Architectural Firms

Total Scores	Alcocer Garcia Associates	Rike Ogden Figueroa Allex Architects	Reynaldo Vargas dba V-A Architecture
Scores	94	88	92
RANKING			

*SCORING & EVALUATION COMPLETED BY PCT NO 1

S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

HIDALGO COUNTY PRECINCT NO1

FOR

VARIOUS R&B AND CIP PROJECTS

Scoring & Evaluation GRID

Engineering Firm

Total Scores	L & G Engineering	Raba-Kistner	Halff Assoicates
Scores	95	90	84
RANKING			

*SCORING & EVALUATION COMPLETED BY PCT NO 1

S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Laura

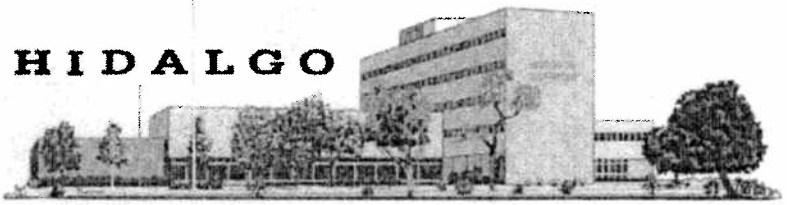
From: noe.montez [noe.montez@co.hidalgo.tx.us]

Sent: Wednesday, December 12, 2007 3:19 PM

To: laura.moya@co.hidalgo.tx.us

I added the recommendation letter....for your review
Thanks/ noe

COUNTY of HIDALGO



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

December 12, 2007

Martha Salazar
Hidalgo County Purchasing Department
101 E. Cano
Edinburg, Texas 78539

Dear Marty:

Re: Statement of Qualifications (Architectural) for Constable's Pct. 1 offices

After careful review of the Statement of Qualifications of the Architectural firms, we have selected the firm of Alcoser Garcia & Associates.

If you should need any additional information, please contact Mr. Joseph Palacios, Chief Administrator, of my staff.

Sincerely,

Sylvia S. Handy

SYLVIA S. HANDY
County Commissioner, Pct. 1

SSH: nm



Laura

From: noe.montez [noe.montez@co.hidalgo.tx.us]

Sent: Wednesday, December 12, 2007 1:54 PM

To: laura.moya@co.hidalgo.tx.us

Laura: here is the SOQ FOR THE ENGINEERING....I WILL SEND THE ONE FOR THE ARCHITECTS IN A FEW....MINUTES.....THANKS

COUNTY of HIDALGO



SYLVIA S. HANDY

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

December 12, 2007

Martha Salazar
Hidalgo County Purchasing Department
101 E. Cano
Edinburg, Texas 78539

Dear Marty:

Re: Statement of Qualifications (Engineering Firms) Various R&B and CIP Projects

After careful review of the Statement of Qualifications of the Engineering Firms, we have selected the firm of L & G Engineering of Mercedes, Texas for various engineering projects as needed throughout the precinct.

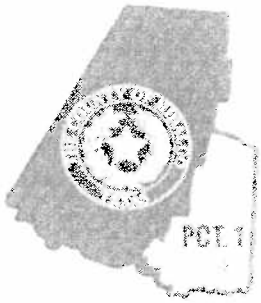
If you should need any additional information, please contact Mr. Joseph Palacios, Chief Administrator, of my staff.

Sincerely,

Sylvia S. Handy

SYLVIA S. HANDY
County Commissioner, Pct. 1

SSH: nm



AI-7085 **18.B.2.**

Pct. 1-Extension-BFI Waste System of North America Inc.-E-06-447-12-12

CC REGULAR

Date: 12/18/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Requesting authority to exercise the second (2nd) year of the additional two (2) one (1) year term extension as provided in current contract for:"Landfill Access for Precinct No. 1" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with BFI WASTE SYSTEM OF NORTH AMERICA, INC.- Effective: 01/01/08 - 12/31/08

BACKGROUND

Letter of Extension-BFI Waste System of North America, Inc.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-432-00-121-001-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in PO #578259 $98,475.16 for BFI Waste Services of Texas, LP as of 12-13-07

Attachments

Link: Pct 1-Approval of Extension

Link: Letter of Extension-BFI Waste Syst

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		12/14/2007 05:09 PM	PEND
2	Budget & Management	Dina Trevino	12/13/2007 08:32 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/13/2007 08:49 AM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 04:52 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV

Form Started By: Letty Saenz

Started On: 12/12/2007 04:20 PM

Final Approval Date: 12/14/2007

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Honorable Sylvia Handy, Commissioner (956) 973-7804
c/o **Joseph Palacios, Chief Administrator**
Hidalgo County Precinct No. 1

FROM: Leticia Saenz, CPPB, Contracts Manager
Hidalgo County Purchasing Department

DATE: December 12, 2007

RE: ***NOTICE OF INTENT TO EXTEND CONTRACT***
Contract No. E-06-447-12-12-BFI Waste Systems of North America, Inc.

Please be advised that the current lease agreement referenced for **"Landfill Access for Precinct No. 1"** with **"BFI Waste Systems of North America, Inc."** will expire on **December 31, 2007**. Therefore, we are hereby requesting that your department respond if you wish to continue to extend/renew these services or proceed with rebidding for said services.

Provided under the current contract, Hidalgo County Commissioners' Court has the option to exercise an additional second (2nd) year of the addt'l two (2) one (1) year periods under the same rates, terms, and conditions (Commencing **January 1, 2008** and Expiring **December 31, 2008**)(see attached copy of Service Contract, Article 3, Page 2).

Should you wish to exercise the **"option"** you may indicate by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 by **no later than 4:00 p.m.** on Tuesday, December 12, 2007 in order to proceed placing on the next Commissioner's Court Agenda.

YES ✓ I do wish to obtain the one (1) year period extension.
NO ___ I do not wish to obtain the one (1) year period extension.

If answer is no, please explain: _____

Authorized Signature: _____
Hidalgo County Precinct No. 1

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

December 12, 2007

John M. Dick., General Manager
BFI Waste Systems of North America, Inc.
9402 West Expressway 83
Harlingen, Texas 78552

Via Fax (956) 428-2045

Re: E-06-447-12-12-"Landfill Access for Precinct No. 1"- Precinct No. 1

Dear Mr. Dick:

Commissioners' Court will take applicable action (Tuesday, December 18, 2007) in connection with the Hidalgo County's option to extend/renew for the **(second 2nd year)** of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 12, 2007, 2:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: 12-12-07

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

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

AI-6987 **18.C.1.**

One (1) New Tractor with 6FT Shredder
CC REGULAR

Date: 12/18/2007
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for considerartion, discussion and action to award the lowest quaified bid received meeting all specifications and requirements for: "One (1) New Tractor with 6 FT Shredder" project. (RFB No 2007-433-12-15-YSI)

BACKGROUND

Letter of recommendation approval
Tabulation sheet
Participation Bidder's Log

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-432-00-122-001-0-742
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Bid amount of $18,087.00 if awarded to Amigo Power Implement, lowest bidder meeting all requirement as per tab sheet (attached). Available Balance as of 12-12-07 $19,302.54.

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: Participation Bidder Log
Link: bid page
Link: tabulation sheet
Link: letter of recommendation aprroval

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 12:43 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 01:44 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/13/2007 10:03 AM	APRV
4	Auditor's Office	Arcilia Duran	12/13/2007 03:58 PM	APRV
5	Purchasing Department	Marty Salazar	12/13/2007 04:14 PM	APRV
6	Arcy Duran	Arcilia Duran	12/14/2007 05:27 PM	APRV
7	Court Administrator	Monica Badillo	12/14/2007 05:31 PM	APRV

Form Started By: Yvette Islas Started On: 12/10/2007 11:58 AM

Final Approval Date: 12/14/2007

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: DECEMBER 05,2007 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY PCT NO. 2 – ONE (1) NEW TRACTOR WITH 6 FT SHREDDER "
BID NO: 07-433-12-05-YSI

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. Amigo Implement Equipment JR English / Ray Molina	e-mail & us postal mail		11-9-07	304 W Monte Cristo Rd Edinburg, TX 78541 956-383-6289 956-383-0787 fax jengl175@aol.com
2. Seiver Implement CO. Harold Seiver	e-mail & us postal mail		11-9-07	801 W Expwy 83 P O Box 699 Donna, TX 78537 956-464-2231 956-464-9990 fax email: hseiver@hughes.net
3. Barbee Neuhaus Implement Co RD Machen	e-mail & us postal mail		11-9-07	2000E Expwy 83 78596 P O Box 386 78599 Weslaco, Texas 956-968-7502 956-968-4173 fax 956-535-0507 cell rdm@neuhausco.com
4. Holt CAT Gerry Dreyer	in person		11-27-07	PO Box 1310 Weslaco, TX 78599-1310 (956) 968-2161 Fax 968-1887 Cell 373-4659 gerry.dreyer
5.				

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

HIDALGO COUNTY PRECINCT NO. 2
"ONE (1) NEW TRACTOR WITH 6 FT SHREDDER"
BID NO.: 07-433-12-05-YSI
BID PAGE

Please specify tractor Horsepower: 62 Net Eng. HP Kubota M6040F

Please specify P.T.O. Horsepower: 55 PTO HP

PRICE PER TRACTOR: $ 16692.00

PRICE PER SHREDDER: $ 1395.00 6 ft. Competitor / Galvanized

DELIVERY CHARGE (IF ANY): $ N/C

BIDDER/COMPANY NAME: Amigo Power Equipment

ADDRESS: 304 W. Monte Cristo Rd

CITY/STATE/ZIP CODE: Edinburg, TX 78541

PHONE NUMBER: 956-383-6289

E-MAIL ADDRESS: jengl175@aol.com

CELLULAR & PAGER NUMBERS:

FAX NUMBER: 956-383-0787

AUTHORIZED SIGNATURE:

PRINTED NAME: J.P.English, Jr.

TITLE: Vice President

DATE: 11-28-07

RECEIVED
DEC 05 2007
PURCHASING DEPT.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINT NO. 2

BID OPENING DATE: DECEMBER 05, 2007	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ONE (1) NEW TRACTOR WITH 6 FT SHREDDER"

BID NO: 07-433-12-05-YSI	**BUYER: YVETTE S. ISLAS**

BID # RFB#	NAME OF COMPANY	TRACTOR UNIT PRICE	SHREDDER UNIT PRICE	TOTAL PRICE	MET SPECS
#1	Barbee-Neuhaus, Weslaco, TX	$ 13,995.00	$ 1,995.00	$ 15,990.00	NO
#2	HoltCat, Weslaco, TX	$ 28,600.00	$ 1,768.00	$ 30,368.00	NO
#3	Amigo Power Implement, Edinburg, TX (Alternate Bid)	$ 15,493.00	$ 1,395.00	$ 16,888.00	NO
#4	* Amigo Power Implement, Edinburg, TX	$ 16,692.00	$ 1,395.00	$ 18,087.00	YES

* Apparent low bidder was the only bid submitted meeting minimum tractor specifications of 60 horsepower.

Each bidder indicated no charge for delivery to 301 E State Pharr, TX.

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **Commissioner Hector "Tito" Palacios**
Hidalgo County Precinct No 2

ATTN: **Carlos Contreras, Special Projects Coordinator**
Ricardo Cuellar, Foreman
Hidalgo County Precinct No 2

FROM: Yvette Islas, Buyer
Hidalgo County Purchasing Department

DATE: December 07, 2007

RE: Bid Results for: "One (1) New Tractor with 6 FT Shredder"
Bid No. 07-433-12-15-YSI

Please see attached bid page in response to the above referenced project.

The purchasing department is recommending award to Amigo Power Equipment - Kubota M6040F. This is the only response that met the minimum specifications as listed in this RFB.

Please indicate below if you are in agreement with this and **remit your response to our office by Monday, December 10, 2007.**

[X] **IN** agreement with such award [ ] **NOT** in agreement with such award

Ricardo Cuellar — Ricardo Cuellar — 12/10/07
Authorized Signature — Printed Name — Date

Should you have any questions, please do not hesitate to call: (956) 318-2626, extension 4874, fax: (956) 292-7612, or e-mail: yvette.islas@co.hidalgo.tx.us.

Thank you for your assistance.

RECEIVED
DEC 07 2007

AI-7044 **18.C.2.**

McAllen Construction requesting approval of Change Order No. 3
CC REGULAR

Date: 12/18/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting approval of Change Order No. 3 (increasing of contract time only) in connection with "Installation of 36-inch RCP and Misc. Items" from McAllen Construction, as recommended by project engineer R. Gutierrez Engineering Corporation, and with authority for County Judge to execute document with no impact on total contract amount;

BACKGROUND

C-06-368-10-31

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1202-431-00-122-006-0-841
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

NO BUDGETARY IMPACT. Purchase Order No. 581509

Attachments

Link: Change Order No. 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 01:01 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 02:05 PM	APRV
3	Rey Salazar	Rey Salazar	12/13/2007 09:47 AM	APRV
4	Auditor's Office	Joy Hsu	12/14/2007 03:08 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 03:20 PM	APRV

Form Started By: Rocio Villarreal Started On: 12/12/2007 11:21 AM

Final Approval Date: 12/14/2007

CHANGE ORDER NUMBER THREE (3)

PROJECT: CULVERT CROSSING MILITARY HWY

DATE OF ISSUANCE: November 8, 2007 **EFFECTIVE DATE:** November 8, 2007

OWNER: HIDALGO COUNTY PRECINCT NO. 2

OWNER's Contract No.: C-06-368-10-31

CONTRACTOR: McAllen Construction
P.O. Box 3244
McAllen, TX 78502

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

Reason for Change Order:

Attachments:

Change in Contract Price:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 342,602.00	Original Contract Time for Substantial Completion: 75 calendar days or dates
Net Changes from previous Change Order $ 19,223.00	Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 361,825.00	Contract Time prior to this Change Order Substantial Completion: 75 calendar days or dates
Net Increase (decrease) of this Change Order $ 456.25	Net Increase (decrease) of this Change Order 198 calendar days
Contract Price with all approved Change Orders $ 362,281.25 — Net % increase (decrease) from original contract price. 5.70 %	Contract Time with all approved Change Orders Substantial Completion: 273 calendar days or dates

RECOMMENDED:
By: _____ P.E.
Engineer (Authorized Signature)
Date: 11/13/07

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 11/13/07

CHANGE ORDER No.3 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
INSTALLATION OF 36-INCH RCP AND MISCELLANEOUS ITEMS
BID NUMBER:C-06-368-10-31

Item Number	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2
	(905) ROADWAY										
104	80.00	80.00	80.00	LF	Remove Concrete (C&G)	$ 15.00	$ 1,200.00	0.00	1,200.00	0.00	1,200.00
164	98.00	66.00	33.00	SY	Cell Fiber Seeding (Temp)(Warm)	$ 21.00	$ 2,058.00	(672.00)	1,386.00	(693.00)	693.00
164	194.00	132.00	66.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	$ 21.00	$ 4,074.00	(1,302.00)	2,772.00	(1,386.00)	1,386.00
310	670.00	670.00	670.00	GAL	Asph (AC-10)	$ 4.50	$ 3,015.00	0.00	3,015.00	0.00	3,015.00
340	206.00	248.00	215.91	TON	Asph. Conc. Pav. Ty "D" (1.5")	$ 98.00	$ 20,188.00	4,116.00	24,304.00	(3,144.82)	21,159.18
354	2,189.00	728.00	859.55	SY	Plane Asph. (Conc. Pav.)(0" to 1.5")	$ 5.00	$ 10,945.00	(7,305.00)	3,640.00	657.75	4,297.75
400	493.00	423.00	423.00	CY	Cement Stablized Backfill	$ 96.00	$ 47,328.00	(6,720.00)	40,608.00	0.00	40,608.00
400	360.00	188.00	188.00	SY	Cut and Restore Pavement	$ 50.00	$ 18,000.00	(8,600.00)	9,400.00	0.00	9,400.00
502	2.50	2.50	2.50	MO	Barricades, Signs & Traffic Handling	$ 12,000.00	$ 30,000.00	0.00	30,000.00	0.00	30,000.00
526	8.00	12.00	12.00	LF	Concrete Valley Gutter (2')	$ 345.00	$ 2,760.00	1,380.00	4,140.00	0.00	4,140.00
529	80.00	80.00	80.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 75.00	$ 6,000.00	0.00	6,000.00	0.00	6,000.00
540	50.00	50.00	50.00	LF	Metal Beam Guard Fence	$ 49.00	$ 2,450.00	0.00	2,450.00	0.00	2,450.00
542	50.00	50.00	50.00	LF	Remove Metal Beam Guard Fence	$ 8.00	$ 400.00	0.00	400.00	0.00	400.00
666	428.00	428.00	578.00	LF	Refl. Pav. Mrk. Ty 1(W)(4")(Sld)(090Mil)	$ 4.00	$ 1,712.00	0.00	1,712.00	600.00	2,312.00
666	134.00	134.00	180.00	LF	Refl. Pav. Mrk. Ty 1(W)(4")(Brk)(090Mil)	$ 5.00	$ 670.00	0.00	670.00	230.00	900.00
666	428.00	428.00	688.00	LF	Refl. Pav. Mrk. Ty 1(Y)(4")(Sld)(090Mil)	$ 15.00	$ 6,420.00	0.00	6,420.00	3,900.00	10,320.00
666	134.00	134.00	170.00	LF	Refl. Pav. Mrk. Ty 1(Y)(4")(Brk)(090Mil)	$ 25.00	$ 3,350.00	0.00	3,350.00	900.00	4,250.00
672	18.00	18.00	12.00	EA	Rais. Pav. Mrkr. Cl B (Refl.) Ty I-C	$ 12.00	$ 216.00	0.00	216.00	(72.00)	144.00
672	18.00	18.00	11.00	EA	Rais. Pav. Mrkr. Cl B (Refl.) Ty II A-A	$ 12.00	$ 216.00	0.00	216.00	(84.00)	132.00
506	168.00	168.00	0.00	SY	Construction Exits (Ty II)(Install)	$ 24.00	$ 4,032.00	0.00	4,032.00	(4,032.00)	0.00
506	168.00	168.00	0.00	SY	Construction Exits (Ty II)(Remove)	$ 14.00	$ 2,352.00	0.00	2,352.00	(2,352.00)	0.00
506	96.00	96.00	40.00	LF	Temp Sediment Control Fence (Install)	$ 17.00	$ 1,632.00	0.00	1,632.00	(952.00)	680.00
						Total Roadway :	$ 169,018.00	$ (19,103.00)	$ 149,915.00	$ (6,428.07)	$ 143,486.93
	(906) DRAINAGE										
400	946.00	1,240.00	1,354.91	CY	Structural Excavation	$ 52.00	$ 49,192.00	15,288.00	64,480.00	5,975.32	70,455.32
402	292.00	332.00	336.00	LF	Trench Excavation Protection	$ 76.00	$ 22,192.00	3,040.00	25,232.00	304.00	25,536.00
464	292.00	292.00	336.00	LF	RCP (CL IV)(36") (Installation Only)	$ 350.00	$ 102,200.00	0.00	102,200.00	15,400.00	117,600.00
999	0.00	178.00	178.00	LF	Unload Concrete Box 5'X4'	$ 10.75	$ -	1,913.50	1,913.50	0.00	1,913.50
999	0.00	1.00	0.00	LS	Work Around Existing Utilities	$ 4,795.00	$ -	4,795.00	4,795.00	(4,795.00)	0.00
496	0.00	178.00	178.00	LF	Remove 24" RCP	$ 15.25	$ -	2,714.50	2,714.50	0.00	2,714.50
496	0.00	1.00	1.00	EA	Remove Manhole	$ 575.00	$ -	575.00	575.00	0.00	575.00
465	0.00	1.00	0.00	EA	Concrete Junction Box	$ 10,000.00	$ -	10,000.00	10,000.00	(10,000.00)	0.00
						Total Drainage :	$ 173,584.00	$ 38,326.00	$ 211,910.00	$ 6,884.32	$ 218,794.32
						TOTAL BASE AMOUNTS:	$ 342,602.00	$ 19,223.00	$ 361,825.00	$ 456.25	$ 362,281.25

AI-7055 **18.C.3.**

Pct. 2 Loading and Hauling of Dirt
CC REGULAR

Date: 12/18/2007
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Gricelda Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for discussion, consideration and action to award bid to the lowest responsible bidder meeting all specifications/requirements for RFB-"Loading and Hauling of Dirt Services" and approval of contract, subject to legal review.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1202-431-00-122-006-0-346
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 12-12-07 $28,000.00.

Attachments

Link: Loading of Dirt

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 03:34 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 03:49 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/12/2007 04:08 PM	APRV
4	Auditor's Office	Joy Hsu	12/14/2007 03:10 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 03:20 PM	APRV

Form Started By: Gricelda Villarreal Started On: 12/12/2007 01:24 PM

Final Approval Date: 12/14/2007

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

Due: Dec 18 Tuesday

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
Via Fax: 956-787-4683

ATTN: Mr. Ricardo Cuellar
Field Operations Foreman

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: December 11, 2007

RE: "Loading and Hauling of Dirt Services" project

Enclosed you will find the tabulation sheet for the above referenced project. Please review it and forward your recommendation so as to proceed to place on the next Commissioners' Court meeting of December 18, 2007.

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

APPROVED ☒ DISAPPROVED ☐

Recommending vendor: Lowest Bidder

FUNDS AVAILABILITY: X Yes ____ No ____ Other (specify)_____

BUDGET ACCOUNT #: T-1202-431-00-122-006-0-346

Ricardo Cuellar RICARDO Cuellar 12/10/07

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Precinct No. 2

BID OPENING DATE: November 21, 2007 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "Hauling of Dirt With an Option to Load"

BID NO: 07-118-11-21CGV

BID # RFB#	NAME OF COMPANY	Option I TOTAL PRICE	OPTION II TOTAL PRICE	Base Fuel Cost
#1	Roy's Hauling Services PO Box 1896, Edinburg, Tx 78540	Acknowledge Receipt	See Bid Tabulation Sheet	
#2	Universal Truckers Inc. PO Box 653, Alamo, Tx 78516	Acknowledge Receipt	See Bid Tabulation Sheet	
#3	SDG Development 808 S. Shary Rd Ste 5, PMB 254, Mission, Tx 78572	Acknowledge Receipt	See Bid Tabulation Sheet	
#4				
#5				
#6				
#7				
#8				
#9				
#10				

HIDALGO COUNTY PRECINCT NO. 2
"HAULING OF DIRT WITH AN OPTION TO LOAD"
BID NO. 2007-118-11-21-CGV

TABULATION PAGE

Participants: ↘↘↘				Option I. Hauling of Dirt							
Roy's Hauling Service, Inc.				SDG Development, Inc.				Universal Trucking, Inc.			
Size	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost	Size	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost	Size	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	$3.25	75%	$2.44	01-10 Mile	$3.58	75%	$2.68	01-10 Mile	$2.48	40%	$ .99
11-20 Mile	$4.25	75%	$3.19	11-20 Mile	$4.65	75%	$3.48	11-20 Mile	$3.22	40%	$1.29
21-30 Mile	$5.75	75%	$4.31	21-30 Mile	$5.36	75%	$4.02	21-30 Mile	$3.96	40%	$1.58
31-40 Mile	$6.50	75%	$4.88	31-40 Mile	$6.08	75%	$4.56	31-40 Mile	$4.50	40%	$1.80
41-50 Mile	$8.25	75%	$6.19	41-50 Mile	$7.86	75%	$5.89	41-50 Mile	$5.00	40%	$2.00
51-60 Mile	$9.75	75%	$7.31	51-60 Mile	$10.00	75%	$7.50	51-60 Mile	$5.25	40%	$2.10
61-70 Mile	$11.50	75%	$8.63	61-70 Mile	$11.79	75%	$8.84	61-70 Mile	$5.50	40%	$2.20

HIDALGO COUNTY PRECINCT NO. 2
"HAULING OF DIRT WITH AN OPTION TO LOAD"
BID NO. 2007-118-11-21-CGV

TABULATION PAGE

Participants: ↘↘↘				Option II. "Loading and Hauling of Dirt"							
Roy's Hauling Service, Inc.				SDG Development, Inc.				Universal Trucking, Inc.			
Size	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost	Size	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost	Size	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	$3.50	75%	$2.63	01-10 Mile	$4.58	75%	$3.43	01-10 Mile	$2.98	40%	$1.19
11-20 Mile	$4.50	75%	$3.38	11-20 Mile	$5.65	75%	$4.23	11-20 Mile	$3.72	40%	$1.48
21-30 Mile	$6.00	75%	$4.50	21-30 Mile	$6.36	75%	$4.77	21-30 Mile	$4.46	40%	$1.78
31-40 Mile	$6.75	75%	$5.06	31-40 Mile	$7.08	75%	$5.31	31-40 Mile	$5.00	40%	$2.00
41-50 Mile	$8.50	75%	$6.38	41-50 Mile	$8.86	75%	$6.64	41-50 Mile	$5.50	40%	$2.20
51-60 Mile	$10.00	75%	$7.50	51-60 Mile	$11.00	75%	$8.25	51-60 Mile	$5.75	40%	$2.30
61-70 mile	$11.75	75%	$8.81	61-70 Mile	$12.79	75%	$9.59	61-70 Mile	$6.00	40%	$2.40

2006 - Bid

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2

BID OPENING DATE: JULY 13, 2005 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "HAULING OF DIRT WITH AN OPTION TO LOAD"

BID NO: 05-185-07-13-VGG | **BUYER: VERONICA G. GOMEZ**

BID # RFB#	NAME OF COMPANY	RADIUS	TOTAL P/CUBIC YD		FUEL COST PERCENTAGE P/CUBIC YD		CURRENT/ BASE FUEL COST	
			Roy's Hauling	Universal Truckers	Roy's Hauling	Universal Truckers	Roy's Hauling	Universal Truckers
	OPTION I- HAULING OF DIRT	01-10 MILE 11-20 MILE	3.25 4.25	2.48 2.90	75%	40%	2.44 3.19	.99 1.16
		21-30 MILE 31-40 MILE	5.85 6.50	3.60 4.00	75%	40%	4.39 4.88	1.44 1.60
		41-50 MILE 51-60 MILE	8.25 9.75	4.80 5.50	75%	40%	6.19 7.31	1.92 2.20
		61-70 MILE	11.50	6.00	75%	40%	8.63	2.40
	OPTION II- LOADING & HAULING OF DIRT	01-10 MILE 11-20 MILE	3.85 4.85	3.18 4.00	75%	40%	2.89 3.64	1.27 1.60
		21-30 MILE 31-40 MILE	6.45 7.10	4.30 4.70	75%	40%	4.84 5.33	1.72 1.88
		41-50 MILE 51-60 MILE	8.85 10.35	5.50 6.20	75%	40%	6.64 7.76	2.22 2.48
		61-70 MILE	12.10	6.70	75%	40%	9.08	2.68

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: November 21, 2007 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "RFB Hauling of Dirt With An Option to Load for Precinct No. 2"

BID NO: 2007-118-11-21CGV

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Hi-Lo Sales C/O Modesto Hernandez	VIA	BML	11-13-07	Rt 4 Box 3090 Donna, Texas 78537
2. MC Hauling Services C/O Moises Castillo	VIA	BML	11-13-07	PO Box 2374 Elsa, Texas 78543
3. Roy's Hauling Service C/O Roy Balderas	VIA	BML	11-13-07	PO Box 1896 Edinburg, Texas 78540
4. Triple R Trucking C/O Robert Espiricueta	VIA	BML	11-13-07	RR 01 Box 550 Edinburg, Texas 78539
5. Eagle Trucking	VIA	BML	11-13-07	PO Box 816 Alamo, Texas 78516
6. Universal Trucking C/O Bernie Saenz	VIA	BML	11-13-07	PO Box 653 Alamo, Texas 78516
7. Moya Dump Truck C/O Rosa Moya	VIA	BML	11-13-07	RR 11 Box 381-R Edinburg, Texas 78539
8.	VIA	BML	11-13-07	
9.	VIA	BML	11-13-07	
10.	VIA	BML	11-13-07	

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

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 , Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for "Hauling of Dirt with an option to Load"(the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for Project as listed on specification . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioner** or his designated agent. Company agrees in performing the Services that it will use proper professional

standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning_____, 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.

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

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

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

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

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

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

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

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

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

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

If to Company:

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

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

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable

by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2007.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

Approved on Commissioners' Court_____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 2
"HAULING OF DIRT WITH AN OPTION TO LOAD"
BID NO. 07-118-11-21CGV

SPECIFICATIONS/REQUIREMENTS

Scope of Project:
Hidalgo County Precinct No. 2 is requesting bids for "Hauling of Dirt with an option to Load".

1. Request for bids will be within the area of Hidalgo County Precinct No. 2 as follows: Hauling - Option I and Loading Services- Option II.

2. Bid price must be on a per cubic yard-per radius basis. Bid award will be based on low bidder meeting all specifications in each one of the mile radius listed on the bid page.

3. Bidder(s) will be responsible for providing equipment necessary for project.

4. Bid Award: Bid award will be to the lowest and best bid meeting all requirements. The County of Hidalgo reserves the right to: **A.** separate and accept, or eliminate any items(s) listed under this bid that is deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one or to multiple bidder if the County determines it is in its best interest to do so.

5. Contract term will be for an initial one (1) year.

6. Contract Term will be upon completion of project. The **bidder(s)** awarded the contract must **furnish proof of ownership of vehicles, provide evidence of** the required insurance identifying vehicles used for project as outlined in Exhibit "C", all necessary licenses and permits. Copies of all licenses, permits and insurance coverages must be submitted to the Hidalgo County Purchasing Department upon bid award.

7. Hidalgo County Precinct No. 2 reserves the right to award the bid to one or multiple bidders if Hidalgo County Precinct No. 2 determines it is in the best interest to do so.

8. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverages as outlined in Exhibit "C".

9. Hidalgo County Precinct No. 2 reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for the next contract term.

10. Requesting the **minimum of Ten (10) vendor owned hauling trucks** that will be available for this bid for Hidalgo County Precinct No. 2 with the minimum of sixteen (16) cubic yards per load that will be available for the "Hauling of Dirt With An Option to Load". Please note the make, year, model and capacity of your hauling trucks on Exhibit "E".

Additional Information:

Market Volatility and Unit Price Adjustments:

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

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

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

2). **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3). **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4). **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit

and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5). **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County;

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile no later than, **Wednesday, November 14, 2007 at 5:00 p.m.**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 p.m., Friday, November 16, 2007.**

HIDALGO COUNTY PRECINCT NO. 2
"HAULING OF DIRT WITH AN OPTION TO LOAD"
BID NO. 07-118-11-21-CGV

BID FORM

OPTION I

" HAULING OF DIRT"			
Radius (Round trip)	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current/base Fuel Cost
SAMPLE	$3.00	33.00%	$1.00
01-10 Mile	$ 2.48	40%	.99
11-20 Mile	$ 3.22	40 %	1.29
21-30 Mile	$ 3.96	40 %	1.58
31-40 Mile	$ 4.50	40 %	1.80
41-50 Mile	$ 5.00	40 %	2.00
51-60 Mile	$ 5.25	40 %	2.10
61-70 Mile	$ 5.50	40 %	2.20

OPTION II

" LOADING AND HAULING OF DIRT"			
Radius (Round trip)	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current/base Fuel Cost
SAMPLE	$3.00	33.00%	$1.00
01-10 Mile	$ 2.98	40%	1.19
11-20 Mile	$ 3.72	40%	1.48
21-30 Mile	$ 4.46	40%	1.78
31-40 Mile	$ 5.00	40%	2.00
41-50 Mile	$ 5.50	40%	2.20
51-60 Mile	$ 5.75	40%	2.30
61-70 Mile	$ 6.00	40%	2.40

III BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

a. A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for November 16, 2007.

b. For each 10% (increase or decrease) in the OPIS Index of November 16, 2007, during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Precinct No.2 reserve the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

Acknowledgment and agreement to Bid Price Adjustment Option III for the term of the contract including any grace period extension.

Company Name: UNIVERSAL TRUCKERS INC.

Signature/ Title of Bidder: OWNER (VICE PRESIDENT)

Address: P.O. BOX 653

City/State/Zip Code: ALAMO TX 78516

Phone/Cell Number: CELL (956) 650-0673 / OFFICE (956) 782-4939

Fax Number: (956) 787-1462

Exhibit "E"

Hidalgo County Precinct No. 2
"Hauling of Dirt with An Option to Load"
Bid No. 07-118-11-21-CGV

Hidalgo County Precinct No. 2 is requesting the following information of the available hauling trucks to be utilized for this project:

MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONNAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
1998/FRHT /09	1FUYSSEB3WL896863	2CA702	16	OWNED
1998/FRHT /90	1FUYSZYBXWL973037	2CC051	16	OWNED
1999/FRHT /60	1FUYSZYBAXLA00773	2CB997	16	OWNED
1995/FRHT /501	1FUYDZYB1SH590116		16	OWNED
1998/FRHT /400	1FUYSZYB5WL957540	2CB992	16	OWNED
1998/FRHT /40	1FUYSZYB1WL972696	2CC053	16	OWNED
1999/INT /36	2HSFHAMR9XC042968		16	OWNED
1995/FRHT /33	1FUYDZYB7SP516525		16	OWNED
1999/FRHT /30	1FUYSZYB8XLA58305	2CC052	16	OWNED
1999/FRHT /187	1FUYSZYB9XLA00718	2CB999	16	OWNED
1999/FRHT /180	1FUPCDYB6XLA06750	2CA707	16	OWNED
1998/FRHT /157	1FUYSZYB7WL972928	2CC050	16	OWNED
2000/FRHT /15	1FUYS7DB3YLB28210		16	OWNED
1997/FRHT /110	1FUYSSEB2VP704999	2CA733	20	OWNED
1998/FRHT /06	1FUYSZYBXXLA24186	2CB998	20	OWNED
1995/VOLVO/03	4V1WDBJH8SN725853		20	OWNED

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2007

PRODUCER	958-787-9784	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.	
H. Campos Insurance Agency 115 S. Cage Pharr, TX 78577		INSURERS AFFORDING COVERAGE	NAIC #
INSURED		INSURER A: Southern County Mutual Ins. Co.	
Benardo Saenz Jr. Dba Universal Truckers Box 653 Alamo, TX 78516		INSURER B: Republic Lloyds Ins. Co.	
		INSURER C: Texas Workforce Co.	
		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 LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
		☑ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		☐ CLAIMS MADE ☐ OCCUR	LGL-100876-04	05/01/2006	05/01/2008	MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 1,000,000
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 500,001
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS	STC-555435-04	04/23//2006	04/23/2008	BODILY INJURY (Per accident)	$
		☑ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☑ WC STATU-TORY LIMITS ☐ OTH-ER	$ 500,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	TSF-00317776-04	05/01/2006	05/01/2008	E.L. EACH ACCIDENT	$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 100,000
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

1999 FRHT-1FUYSZBXXLA24186,1991-VOLVO-4V1WLBRG8MN64236, 1998-FRHT-1FUYSZB7WL972928, 1999-FRHT-1FUYSZB9XLA00798, 1988-KENWORTH-1XXWD29X8JS503036, 1999-FRHT-1FUYSZYB8XLA58305 , 1996-FRHT- 1FUYDSEB1TH555597, 1995-FRHT-1FUYDZYB7SP568525 , 1998-FRHT- 1FUYSZYB1WL972696 , 1998-FRHT- 1FUYSZBSWL957540 , 1995-FRHT - 1FUYDZBISH598016 , 1999-FRHT- 1FUYSZBAXLA00773 ,1998 - FRHT- 1FUYSZYBXWL973037 , 1991-FRHT - 1FUYDDYB51H02118 , 1992-KW-1XKAD69X2NSS68410 , 1988-INTL -2HSFBX6R9JCO12359 , 1988-INTL-2HSFEACROJCO16650, 1980-FORD-U91JVJG5545 ,1989-KW- 1XKAD29X7K5523628 .

CERTIFICATE HOLDER

HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

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

Roberto Campos

ACORD 25 (2001/08)

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AI-7083 **18.C.4.**

Requesting approval of Change Order No. 1 for Van Tech Landscaping CC REGULAR

Date: 12/18/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting approval of Change Order No. 1 (increase of contract time only) in connection with the "Pond/Wetland Construction for the N. San Juan Park " from contracted vendor, Van-Tech Landscaping and Erosion Control, Inc., and as recommended by project engineer, R. Gutierrez Engineering Corp., with authority for County Judge to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1287-452-00-122-019-5-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available acct balance as of 12-13-07 $91,148.27
PO #569486 has been paid. Total amount of contract (PO) $115,060.10.
NO BUDGETARY IMPACT PO 569486

Attachments

Link: Change Order No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 04:50 PM	APRV
2	Budget & Management	Dina Trevino	12/13/2007 08:27 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/13/2007 08:39 AM	APRV
4	Auditor's Office	Joy Hsu	12/14/2007 04:42 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV

Form Started By: Rocio Villarreal Started On: 12/12/2007 04:13 PM

Final Approval Date: 12/14/2007

CHANGE ORDER NUMBER ONE (1)

PROJECT: POND/WETLAND CONSTRUCTION FOR THE NORTH SAN JUAN PARK - HIDALGO COUNTY PRECINCT NO. 2

DATE OF ISSUANCE: December 5, 2007 **EFFECTIVE DATE:** December 5, 2007

OWNER: HIDALGO COUNTY PRECINCT NO. 2

OWNER's Contract No.: BID NUMBER:C-06-098-03-15-VGG

CONTRACTOR: Van-Tech Landscaping and Ero. Cntrl Inc.
1222-A E. Expressway 83
San Juan, TX 78589

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description: 1. Contract construction Time was increased on 386 days

Reason for Change Order: 1. Hidalgo County Fail to Provide Electricity by the Pond as was stipulated on the contract

Attachments:

Change in Contract Price:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 115,060.10	Original Contract Time for Substantial Completion: 30 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 115,060.10	Contract Time prior to this Change Order Substantial Completion: 30 calendar days or dates
Net Increase (decrease) of this Change Order $ 0.00	Net Increase (decrease) of this Change Order 386 calendar days
Contract Price with all approved Change Orders $ 115,060.10 — Net % increase (decrease) from original contract price. 0.00 %	Contract Time with all approved Change Orders Substantial Completion: 416 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 12/5/07

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 12-12-07

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
North San Juan Park Pond
BID NUMBER:C-06-098-03-15-VGG

Item Number	Original Plan Quantity	Unit	Item Description	Unit Price	Original Contract Cost
	POND				
100	1.00	EA	Floating Water Fountain w/ Nozzle (Trumpet Pattern) anchor and electrical service	$ 3,200.00	$ 3,200.00
110	1.00	LS	Mist Spray head (By Rainbird) w/ water level float valve, and 6"x 6"x 34" conc. footing and 1/2"x 36	$ 1,350.00	$ 1,350.00
132	600.00	LF	6" x 8" Flagstone footing (12"wide) w/ 4" Conc. footing	$ 15.83	$ 9,498.00
247	1.00	LS	Rock Island	$ 5,500.00	$ 5,500.00
262	14,810.00	SF	3" Deep Washed River Rock	$ 1.45	$ 21,474.50
262	6,000.00	SF	Soil Blanket (TY D - "CURLEX 1") or equal	$ 1.00	$ 6,000.00
310	90.00	EA	Landscape boulders (3' to 5' diam.)	$ 335.00	$ 30,150.00
340	15,250.00	SF	Pond liner (45 mil EPDM liner) OR Sodium Bentonite	$ 2.15	$ 32,787.50
500	1.00	LS	Shrubs and Pennials in the quantities and scientific name	$ 3,650.00	$ 3,650.00
502	17.00	GAL	Bacteria (Auaclearer and Algae Buster) for pond	$ 85.30	$ 1,450.10
				Total :	**$ 115,060.10**

			TOTAL AMOUNTS:	**$ 115,060.10**

Pay Estimate #1

WAIVER OF LIEN #8

06/21/2006

Hidalgo County Precinct Two
Hidalgo County, Texas
BID NUMBER: 06-098-03-15-VGG

Re: Pond / Wetland Construction for The North San Juan Park

In consideration of payment upon receipt of $11,925.00 (15466) which is hereby acknowledged, Texas Sodium Bentonite Inc. waives and releases any lien for all materials furnished to Van-Tech Landscaping and Erosion Control Inc. for the use on the project commonly known as Pond/Wetland Construction for the North San Juan Park located in San Juan , Hidalgo County, Texas up to and including 6-21-06 . Van-Tech Landscaping and Erosion Control Inc. acknowledges that all payment hereto received on amount of materials furnished to the project have been accepted in full satisfaction of the liens or right lien, waived herounder. Provided further, that this release shall not become affective until all checks given to us as part of the consideration hereof, shall have been honored paid in full.

Texas Sodium Bentonite, Inc.

Signature of Officer

STATE OF TEXAS
COUNTY OF Comanche
Subscribed and sworn to before me, the undersigned authority, on this the 30th day of June, 2006 to certify which, witness my hand and seal of office.

SUSAN L. RILEY
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 12-09-2006

Susan L. Riley
Notary Public, State of Texas
Notary's Name Printed
SUSAN L. Riley

My Commission Expires 12/09/2006

Pay Estimate #1

WAIVER OF LIEN #3

06/21/2006

Hidalgo County Precinct Two
Hidalgo County, Texas
BID NUMBER: 06-098-03-15-VGG

Re: Pond / Wetland Construction for The North San Juan Park

In consideration of payment upon receipt of $222.50(B32653) which is hereby acknowledged, Victoria Steel and Supply, Inc. . waives and releases any lien for all materials furnished to Van-Tech Landscaping and Erosion Control Inc.` for the use on the project commonly known as Pond/Wetland Construction for the North San Juan Park located in San Juan , Hidalgo County, Texas up to and including 6-21-06 . Van-Tech Landscaping and Erosion Control Inc. acknowledges that all payment hereto received on amount of materials furnished to the project have been accepted in full satisfaction of the liens or right lien, waived hereunder. Provided further, that this release shall not become affective until all checks given to us as part of the consideration hereof, shall have been honored paid in full.

Victoria Steel and Supply, Inc.

Maria Ana Cipriano
Signature of Officer

STATE OF TEXAS
COUNTY OF Hidalgo
Subscribed and sworn to before me, the undersigned authority, on this the 21 day of June, 2006 to certify which, witness my hand and seal of office.

Evangelina DeLeon
Notary Public, State of Texas
Notary's Name Printed
EVANGELINA DELEON

My Commission Expires May 15, 06

EVANGELINA DELEON
My Commission Expires
May 18, 2010

Pay Estimate 1

WAIVER OF LIEN #3

06/21/2006

Hidalgo County Precinct Two
Hidalgo County, Texas
BID NUMBER: 06-098-03-15-VGG

Re: Pond / Wetland Construction for The North San Juan Park

In consideration of payment upon receipt of $1,527.49 (44081 & 44040) which is hereby acknowledged, Central Ready Mix Concrete Com. . waives and releases any lien for all materials furnished to Van-Tech Landscaping and Erosion Control Inc.' for the use on the project commonly known as Pond/Wetland Construction for the North San Juan Park located in San Juan , Hidalgo County, Texas up to and including 6-21-06 . Van-Tech Landscaping and Erosion Control Inc. acknowledges that all payment hereto received on amount of materials furnished to the project have been accepted in full satisfaction of the liens or right lien, waived hereunder. Provided further, that this release shall not become affective until all checks given to us as part of the consideration hereof, shall have been honored paid in full.

Central Ready Mix Concrete Com, Inc.

Signature of Officer

STATE OF TEXAS
COUNTY OF HIDALGO
Subscribed and sworn to before me, the undersigned authority, on this the 29 day of JUNE, 2006 to certify which, witness my hand and seal of office.

ANNA LEE SALINAS
MY COMMISSION EXPIRES
August 5, 2009

Notary Public, State of Texas
Notary's Name Printed
ANNA LEE SALINAS

My Commission Expires AUGUST 5, 2009

Pay Estimate #1

WAIVER OF LIEN #5

06/21/2006

Hidalgo County Precinct Two
Hidalgo County, Texas
BID NUMBER: 06-098-03-15-VGG

Re: Pond / Wetland Construction for The North San Juan Park

In consideration of payment upon receipt of $3,300.00 (6827-1) which is hereby acknowledged, Falcon Trucking . waives and releases any lien for all materials furnished to Van-Tech Landscaping and Erosion Control Inc.` for the use on the project commonly known as Pond/Wetland Construction for the North San Juan Park located in San Juan , Hidalgo County, Texas up to and including 6-21-06 . Van-Tech Landscaping and Erosion Control Inc. acknowledges that all payment hereto received on amount of materials furnished to the project have been accepted in full satisfaction of the liens or right lien, waived hereunder. Provided further, that this release shall not become affective until all checks given to us as part of the consideration hereof, shall have been honored paid in full.

Falcon Trucking

Signature of Officer

STATE OF TEXAS
COUNTY OF Hidalgo
Subscribed and sworn to before me, the undersigned authority, on this the 21 day of June, 2006 to certify which, witness my hand and seal of office.

Evangelina DeLeon
Notary Public, State of Texas
Notary's Name Printed
EVANGELINA DELEON

My Commission Expires May 15, 2010

EVANGELINA DELEON
My Commission Expires
May 15, 2010

Pay Estimate 2

[redacted] #8

06/21/2006

Hidalgo County Precinct Two
Hidalgo County, Texas
BID NUMBER: 06-098-03-15-VGO

Re: Pond / Wetland Construction for The North San Juan Park

In consideration of payment upon receipt of $11,925.00 (15466) which is hereby acknowledged, Texas Sodium Bentonite Inc. waives and releases any lien for all materials furnished to Van-Tech Landscaping and Erosion Control Inc. for the use on the project commonly known as Pond/Wetland Construction for the North San Juan Park located in San Juan , Hidalgo County, Texas up to and including 6-21-06 . Van-Tech Landscaping and Erosion Control Inc. acknowledges that all payment hereto received on amount of materials furnished to the project have been accepted in full satisfaction of the liens or right lien, waived hereunder. Provided further, that this release shall not become affective until all checks given to us as part of the consideration hereof, shall have been honored paid in full.

Texas Sodium Bentonite, Inc.

Signature of Officer

STATE OF TEXAS
COUNTY OF Comanche
Subscribed and sworn to before me, the undersigned authority, on this the 30th day of June, 2006 to certify which, witness my hand and seal of office.

Susan L. Riley
Notary Public, State of Texas
Notary's Name Printed
SUSAN L. Riley

SUSAN L. RILEY
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 12-09-2006

My Commission Expires 12/09/2006

Pay Estimate 2

WAIVER OF LIEN #3

06/21/2006

Hidalgo County Precinct Two
Hidalgo County, Texas
BID NUMBER: 06-098-03-15-VGG

Re: Pond / Wetland Construction for The North San Juan Park

In consideration of payment upon receipt of $222.50(B32653) which is hereby acknowledged, Victoria Steel and Supply, Inc. . waives and releases any lien for all materials furnished to Van-Tech Landscaping and Erosion Control Inc.` for the use on the project commonly known as Pond/Wetland Construction for the North San Juan Park located in San Juan , Hidalgo County, Texas up to and including 6-21-06 . Van-Tech Landscaping and Erosion Control Inc. acknowledges that all payment hereto received on amount of materials furnished to the project have been accepted in full satisfaction of the liens or right lien, waived hereunder. Provided further, that this release shall not become affective until all checks given to us as part of the consideration hereof, shall have been honored paid in full.

Victoria Steel and Supply, Inc.

Maria Ana Cipriano
Signature of Officer

STATE OF TEXAS
COUNTY OF Hidalgo
Subscribed and sworn to before me, the undersigned authority, on this the 21 day of June, 2006 to certify which, witness my hand and seal of office.

Evangelina DeLeon
Notary Public, State of Texas
Notary's Name Printed
EVANGELINA DELEON

My Commission Expires May 15, 06

EVANGELINA DELEON
My Commission Expires
May 15, 2010

Pay Estimate 2

WAIVER OF LIEN #3

06/21/2006

Hidalgo County Precinct Two
Hidalgo County, Texas
BID NUMBER: 06-098-03-15-VGG

Re: Pond / Wetland Construction for The North San Juan Park

In consideration of payment upon receipt of $1,527.49 (44081 & 44040) which is hereby acknowledged, Central Ready Mix Concrete Com. . waives and releases any lien for all materials furnished to Van-Tech Landscaping and Erosion Control Inc.' for the use on the project commonly known as Pond/Wetland Construction for the North San Juan Park located in San Juan , Hidalgo County, Texas up to and including 6-21-06 . Van-Tech Landscaping and Erosion Control Inc. acknowledges that all payment hereto received on amount of materials furnished to the project have been accepted in full satisfaction of the liens or right lien, waived hereunder. Provided further, that this release shall not become affective until all checks given to us as part of the consideration hereof, shall have been honored paid in full.

Central Ready Mix Concrete Com, Inc.

Signature of Officer

STATE OF TEXAS
COUNTY OF HIDALGO
Subscribed and sworn to before me, the undersigned authority, on this the 29 day of JUNE, 2006 to certify which, witness my hand and seal of office.

ANNA LEE SALINAS
MY COMMISSION EXPIRES
August 5, 2009

Notary Public, State of Texas
Notary's Name Printed
ANNA LEE SALINAS

My Commission Expires AUGUST 5, 2009

Pay Estimate 2

WAIVER OF LIEN #5

06/21/2006

Hidalgo County Precinct Two
Hidalgo County, Texas
BID NUMBER: 06-098-03-15-VGG

Re: Pond / Wetland Construction for The North San Juan Park

In consideration of payment upon receipt of $3,300.00 (6827-1) which is hereby acknowledged, Falcon Trucking . waives and releases any lien for all materials furnished to Van-Tech Landscaping and Erosion Control Inc.` for the use on the project commonly known as Pond/Wetland Construction for the North San Juan Park located in San Juan , Hidalgo County, Texas up to and including 6-21-06 . Van-Tech Landscaping and Erosion Control Inc. acknowledges that all payment hereto received on amount of materials furnished to the project have been accepted in full satisfaction of the liens or right lien, waived hereunder. Provided further, that this release shall not become affective until all checks given to us as part of the consideration hereof, shall have been honored paid in full.

Falcon Trucking

Signature of Officer

STATE OF TEXAS
COUNTY OF Hidalgo
Subscribed and sworn to before me, the undersigned authority, on this the 21 day of June, 2006 to certify which, witness my hand and seal of office.

Evangelina DeLeon
Notary Public, State of Texas
Notary's Name Printed
EVANGELINA DELEON

My Commission Expires May 15, 2010

EVANGELINA DELEON
My Commission Expires
May 15, 2010

R. Gutierrez Engineering Corporation — Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: Yoli Cisneros
Pct. 2

FROM: Luis Nava

SUBJECT: N. San Juan Park Pond

PROJECT NO.: ENG03.024 C-1

DATE: Dec 12, 2007

WE ARE SENDING YOU ___ ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS ___ PLANS ___ SHOP DRAWINGS ___ CD
___ CHANGE ORDER ___ SAMPLES ___ PAYMENT REQUEST ___ OTHER
___ BID TABULATION ___ CONTRACT DOCUMENTS ___ RECORD DRAWINGS ___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Change Order No. 1 w/ tabulations
1		submittals (8 pages)

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE ___ APPROVED AS NOTED ___ FOR YOUR RECORDS
___ FOR APPROVAL ___ APPROVED AS SUBMITTED ___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE ___ RETURN FOR CORRECTIONS ___ RESUBMIT FOR APPORVAL
___ AS REQUESTED ___ FOR FURTHER PROCESSING ___ ON LOAN
___ FOR REVIEW AND COMMENT ___ FOR SIGNATURE ___ OTHER

COMMENTS:

Copy Distribution file

Received by: Yolanda Cisneros 12/12/07

AI-7049 **18.D.1.**

Requesting Approval of Work Authorization No. 8
CC REGULAR

Date: 12/18/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 8 (with a estimated cost of $16,940.18) for "Paving Improvements of Mile 8 1/2 North from Los Elbanos to Trosper Rd (Aprox. 2,640 LF)" with Javier Hinojosa Engineering to provide engineer services to Hidalgo County Precinct No. 3.

BACKGROUND

C-07-077-03-27

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Avail. Balance $72,140.98 as of 12/13/07.

Attachments

Link: Work Authorization No. 8

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 03:24 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 03:45 PM	APRV
3	Dale Kennan		12/14/2007 03:20 PM	PEND
4	Auditor's Office	Joy Hsu	12/14/2007 03:09 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 03:20 PM	APRV

Form Started By: Rocio Villarreal Started On: 12/12/2007 11:44 AM

Final Approval Date: 12/14/2007

HIDALGO COUNTY

Professional Engineering Services
Contract # C-07-077-03-27
Work Authorization Form

WORK AUTHORIZATION NO. 8

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, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN,** Texas, hereinafter called **"Engineer".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of plans and specifications for the paving improvements of Mile 8 1/2 North from Los Ebanos Road to Trosper Road (Approximately 2,640 LF).**

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 **$16,940.18.** 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. **8** shall be funded through funding source:
Account No. 1-1203-431-00-123-005-70-121
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 or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. # **8.**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY: _____

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

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

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

EXHIBIT "D"
Preliminary Construction Cost Estimate
Hidalgo County Precinct No. 3 Paving Improvements
Mile 8 1/2 North - Los Ebanos Road To Trosper Road
Prepared By: Javier Hinojosa Engineering
November 29, 2007

A. Mile 8 1/2 North - Los Ebanos Road to Trosper Road (2,640 LF - 24' E/E)

1	Unc. Excavation	4,000	CY	@	$3.00	=	$12,000.00
2	Subgrade Preparation	8,250	SY	@	$2.50	=	$20,625.00
3	8" Caliche Base	8,250	SY	@	$7.00	=	$57,750.00
4	1 1/2" HMAC (Type "D")	7,100	SY	@	$7.50	=	$53,250.00
5	4" Striping	900	LF	@	$0.40	=	$360.00
6	18" RCP Culverts	120	LF	@	$25.00	=	$3,000.00
7	Regrade Bar Ditches	5,200	LF	@	$1.50	=	$7,800.00
8	24" RJRCP Irrig. Line	50	LF	@	$45.00	=	$2,250.00
9	Trench Protection	50	LF	@	$2.00	=	$100.00
10	Safety End Treatments	4	EA	@	$300.00	=	$1,200.00
11	Irrigation Canastas	2	EA	@	$1,500.00	=	$3,000.00

Subtotal	:	**$161,335.00**
Engineering Design Fee	:	**$16,940.18**
Contingency (10%)	:	**$16,133.50**
Total	:	**$194,408.68**

AI-7034 **18.E.1.**

Pct. 4-Invoice No. 278458-TEDSI-Contract No. 07-051-02-06
CC REGULAR

Date: 12/18/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 278458 in the amount of $ 2,500.00 from TEDSI INFRASTRUCTURE GROUP, INC. in connection with Contract No. C-07-051-02-06 and Work Authorization No. 3 for "Traffic Study" of(Hoehn Road @ 17.5 Mile Road)

BACKGROUND

Invoice No. 278458

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1204-431-00-124-007-0-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$2,500.00 reserved on purchase order number 592406.

Attachments

Link: Invoice No. 278458-TEDSI

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 12:59 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 01:58 PM	APRV
3	Rey Salazar	Rey Salazar	12/12/2007 04:28 PM	APRV
4	Auditor's Office	Joy Hsu	12/14/2007 03:02 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 03:05 PM	APRV

Form Started By: Letty Saenz Started On: 12/12/2007 10:42 AM

Final Approval Date: 12/14/2007

COUNTY of HIDALGO
OSCAR L. GARZA, JR.
1102 N. DOOLITTLE RD.
EDINBURG, TEXAS 78541
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

MEMO

DATE: DECEMBER 10, 2007
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA H. SAENZ, CPPB CONTRACTS MANAGER
FROM: HIDALGO COUNTY PRECINCT #4
REF: INVOICE #278458
C#-07-051-02-06 "WORK AUTHORIZATION #3"
ACCT.#: 7-1204-431-00-124-007-0-334

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING **INVOICE #278458** IN THE AMOUNT OF **$2,500.00** FOR **TEDSI INFASTRUCTURE GROUP** BE PLACED ON THE NEXT COMMISSIONERS' COURT AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES

ATTACHMENT: INV. #278458
P.O. #592406

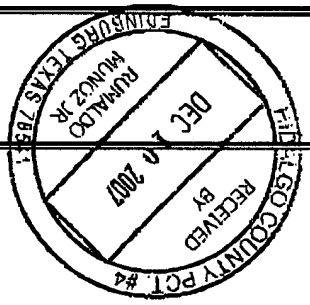
TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

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

INVOICE

Commissioner Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
1102 N. Doolittle
Edinburg, Texas 78539

Invoice Date: November 30, 2007
TEDSI Invoice No.: 278458
TEDSI Project No.: 27942-3
Invoice Period: Thru November 30, 2007



TRAFFIC ENGINEERING SERVICES
Hoehn Road @ 17.5 Mile Road

Contract Amount	Contract Amount Remaining
$2,500.00	$0.00

Task		% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Traffic Study & Evaluation (TSE)	$2,500.00	100%	100%	$2,500.00	$2,500.00
Subtotal:	$2,500.00			$2,500.00	$2,500.00

TOTAL FEE EARNED:	$	2,500.00
LESS PREVIOUSLY INVOICED:	$	-
TOTAL AMOUNT DUE THIS INVOICE:	$	2,500.00

7 -1204-431-00-124-007-0 334
Pct. # 1224
Pur. Req. # 118663
P.O. # 592406

Eric R. Dietrich, P.E., P.T.O.E. 12/04/07
Project Manager

INVOICE RECEIVED BY: 12-10-07
PROPERLY APPROVED BY: 12-10-07
E-07.051-02-06

Purchase Order

COUNTY OF HIDALGO

PO#: 592406

DATE: 10/02/07

VENDOR: 227889 REQ:00118663

Email:

Phone:(956)424-7898

TEDSI INFRASTRUCTURE GROUP, INC.
1201 E EXPRESSWAY 83
MISSION TX 78572-6026

BUYER:

SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions:

PCT. REQ. #1224

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-07-051-02-06		
1	LOT	WORK AUTHORIZATION #3 FOR MULTI-WAY STOP STUDY @ HOEHN & 17.5 ROAD NORTH OF EDINBURG TEXAS. CONTRACT #07-051-02-06	2,500.00	2,500.00
		****APPROVED COMMISSIONERS' COURT OF 10/02/2007, AGENDA ITEM #AI-5741****		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		2,500.00
		********** For Hidalgo County use only **********		
		7-1204-431-00-124-007-0-334 2,500.00		
		Approved		

COPY

Authorized by: Martha L. Salazar



HIDALGO COUNTY PRECINCT #4

COMMISSIONER OSCAR L. GARZA JR.
1102 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78541

OFFICE (956) 383-3112
FAX (956) 381-5905

FAX TRANSMITTAL

TO: **LETICIA H. SAENZ**
Hidalgo County Purchasing Department

FAX NO. (956)-292-7612

NO. OF PAGES: 4 (INCLUDING COVER PAGE)

FROM: RUMALDO MUNOZ JR.
ACCTS. PAYABLE CLERK

DATE: 12/10/2007
TIME: 10:15 AM. / P.M.

COMMENTS: **Please place on the next Commissioners' Court**

Any ? call me Thanks Rumaldo Munoz Jr.

Confidentiality Notice

This facsimile transmission (and/or the document accompanying it) may contain confidential information belonging to the sender. The information is intended only for the use of the individual of entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this information in error, please notify us immediately by collect telephone call to arrange for the return of these documents.

AI-7039 **18.E.2.**

Pct. 4- Payment Request No. 1-ASAGO Const. LLC (proj.engineer Quintanilla, Headley & Associates, Inc.) C-07-355-10-23

CC REGULAR

Date: 12/18/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment No. 1 in the amount of $73,355.40 from Asago LLC. (for improvements) in connection with Contract No. C-07-355-10-23 Tamarron Estates
Drainage Improvements Project for Precinct No. 4 (Project carried by Quintanilla, Headley & Associates, Inc.

BACKGROUND

Request for Payment No. 1

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1204-431-00-124-007-0-733
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 594450 has $304,925.00 available as of 12/12/07.

Attachments

Link: Request for Pmt.
1-ASAGO Const. LLC.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 01:00 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 01:59 PM	APRV
3	Dale Kennan	Dale Kennan	12/12/2007 03:48 PM	APRV
4	Auditor's Office	Joy Hsu	12/14/2007 03:07 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 03:20 PM	APRV
Form Started By: Letty Saenz			Started On: 12/12/2007 10:56 AM	
Final Approval Date: 12/14/2007				

Quintanilla, Headley & Associates, Inc.

124 E. Stubbs Street
Edinburg, Texas 78539

LETTER OF TRANSMITTAL

To: Hidalgo County Purchasing Dept.
2812 S. Bus. Hwy 281
Edinburg, TX 78539

Date: December 6, 2007
Attention: Moises Salazar
Re: **Hidalgo County-Tamarron Estates Drainage Improvements Project**

We are sending you the attached:

_____ Contract Booklets	_____ Plans		
_____ Change Order	_____ Prints / Layouts		
_____ Specifications / Permits	_____ Copy	_____ Original	_____ Letter
_____ Asbuilts / CD / Diskette	_____ Report	_____ Plat / BPlats	_____ Other

Description:
Payment request No. 1 from Asago Construction

These are transmitted as checked below:

_____ For approval	_____ Approved as submitted	_____ Resubmitted
_____ Copies for approval	_____ For your use	_____ Approved
_____ Submitting	_____ Copies for distribution	_____ As requested
_____ Returned for corrections	_____ Please return	_____ Corrected
_____ For review & comment	_____ Prints returned after loan to QHA	
_____ For bids due	_____ Other:	

Remarks:
Please process this payment request. Should you have any questions, please feel free to call me at my office. Thank you

Received By: _____ Time: _____

Delivered By: _____ Sent By: Cynthia

REQUEST FOR PAYMENT		ESTIMATE: 1	CONTRACTOR: Asago, LLC
PROJECT:	Tamarron Estates - Drainage Improv.	DATE: 11/30/2007	2113 Pecos
OWNER:	Hidalgo County	PERIOD: 11/12/2007 to 11/30/2007	Mission, TX 78572

DESCRIPTION	PLAN	UNIT	UNIT BID PRICE	TOTAL BID PRICE	PREV QTY	QTY. THIS PERIOD	AMOUNT THIS PERIOD	QTY. COMP. TO DATE	AMOUNT TO DATE	% COMP
BERM IMPROVEMENTS										
1.- Dirt Berm Compacted	6,000	C.Y.	$7.00	$42,000.00	0	1094	$7,658.00	1,094	$7,658.00	18.23%
2.- Hydromulch Berm	2,150	L.F.	$3.00	$6,450.00	0	0	$0.00	0	$0.00	0.00%
3.- Testing Fee	1	L.F.	$1,000.00	$1,000.00	0	0	$0.00	0	$0.00	0.00%
CHAIN LINK FENCE IMPROVEMENTS										
1.- 6 Ft. Chain Link Fence 9 Ga.	2,150	L.F.	$12.00	$25,800.00	0	0	$0.00	0	$0.00	0.00%
2.- Chainlink Gate (12'x6')	2	L.F.	$750.00	$1,500.00	0	0	$0.00	0	$0.00	0.00%
DRAINAGE IMPROVEMENTS										
1.- 24" RCP	430	L.F.	$30.00	$12,900.00	0	430	$12,900.00	430	$12,900.00	100.00%
2.- 18" RCP	504	L.F.	$25.00	$12,600.00	0	504	$12,600.00	504	$12,600.00	100.00%
3.- Concrete Manhole	3	EA	$2,000.00	$6,000.00	0	3	$6,000.00	3	$6,000.00	100.00%
4.- Type "CC" Inlet	5	EA	$2,500.00	$12,500.00	0	5	$12,500.00	5	$12,500.00	100.00%
5.- Concrete Headwall	5	EA	$1,500.00	$7,500.00	0	5	$7,500.00	5	$7,500.00	100.00%
6.- Safety End Treatment	2	EA	$1,500.00	$3,000.00	0	2	$3,000.00	2	$3,000.00	100.00%
7.- Erosion Control and Pullution Prevention	1	EA	$3,000.00	$3,000.00	0	1	$3,000.00	1	$3,000.00	100.00%
8.- Detention Pond Excavation	42,600	C.Y.	$2.00	$85,200.00	0	3,734	$7,468.00	3,734	$7,468.00	8.77%
9.- Dirt Hauling (Distance 5 Miles or Less)	36,600	C.Y.	$2.00	$73,200.00	0	2,640	$5,280.00	2,640	$5,280.00	7.21%
10.- 45 Bends	8	EA	$200.00	$1,600.00	0	8	$1,600.00	8	$1,600.00	100.00%
11.- 8" PVC Dr-18 Waterline	40	EA	$50.00	$2,000.00	0	40	$2,000.00	40	$2,000.00	100.00%

PAVING IMPROVEMENTS										
1.- 1 1/2" Hot Mix	200	S.Y.	$10.00	$2,000.00	0	0	$0.00	0	$0.00	0.00%
2.- 8" Caliche Base	200	S.Y.	$4.00	$800.00	0	0	$0.00	0	$0.00	0.00%
3.- Subgrade Peparation	225	S.Y.	$3.00	$675.00	0	0	$0.00	0	$0.00	0.00%
4.- 3% Lime Stabilization	225	S.Y.	$4.00	$900.00	0	0	$0.00	0	$0.00	0.00%
5.- Open Cut and Repair Asphalt	200	L.F.	$9.00	$1,800.00	0	0	$0.00	0	$0.00	0.00%
6.- Testing Fees	1	L.S.	$1,000.00	$1,000.00	0	0	$0.00	0	$0.00	0.00%
7.- Gravel Drives	2	EA	$750.00	$1,500.00	0	0	$0.00	0	$0.00	0.00%
TOTAL				**$304,925.00**			**$81,506.00**		**$81,506.00**	**26.73%**

Submitted by:
Asago, LLC

11/04/07
Date

Approved by:
Quintanilla, Headley, & Assoc.

12/5/07
Date

CONTRACT AMOUNT	$304,925.00
CHANGE ORDERS	$0.00
CURRENT CONTRACT TOTAL	$304,925.00
TOTAL COMPLETED TO DATE	$81,506.00
MATERIALS STORED ON SITE	$0.00
LESS RETAINAGE	$8,150.60
LESS PREVIOUS ESTIMATE PAY	$0.00
NET DUE THIS ESTIMATE PAY	$73,355.40

Checked & Approved By:

Alfonso Quintanilla, P.E.
President-Project Manager
Date: 12-5-07

AI-7033 **18.F.1.**

Mosquito Control Chemicals
CC REGULAR

Date: 12/18/2007
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Health & Human Services Dept.

Information

CAPTION

Requesting authority to advertise and approval of specifications as attached hereto for "Mosquito Control Chemicals"-Hidalgo County Health and Human Services. (Bid No. 2008-010)

BACKGROUND

See Attached Specifications and Department's approval
Proposed Advertisement Dates: December 22 & 29, 2007
Proposed Bid Opening Date: January 9, 2008

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-441-00-340-001-0-609
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance of $2,678.77 as of 12/13/07. 2007 original budget fo $25,000.00 (presume similar funding in 2008).

Attachments

Link: Depts Approval & Specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 03:23 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 03:39 PM	APRV
3	Dale Kennan		12/14/2007 05:32 PM	PEND
4	Auditor's Office	Arcilia Duran	12/13/2007 04:01 PM	APRV
5	Purchasing Department	Marty Salazar	12/13/2007 04:14 PM	APRV
6	Arcy Duran	Arcilia Duran	12/14/2007 05:28 PM	APRV
7	Court Administrator	Monica Badillo	12/14/2007 05:31 PM	APRV

Form Started By: Sandra Montalvo

Started On: 12/12/2007 10:25 AM

Final Approval Date: 12/14/2007

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Eduardo Olivarez, Chief Administrator
Hidalgo County Health and Human Services
via fax: 383-3229

From: Sandra Montalvo, Buyer
Hidalgo County Purchasing Dept.

Date: **December 7, 2007**

Re: Bid No. 2008-010-00-00-SMA-Approval of Specifications for **"MOSQUITO CONTROL CHEMICALS"-HIDALGO COUNTY HEALTH AND HUMAN SERVICES**

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

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

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / ____ NO/ ____ Other
$2,618.00 - Funds remain available for balance of 2007 year
$20000 (Specify) Funds will be available Jan, 2008 for the new year.

BUDGET ACCOUNT #: 8-1100-441-00-340-001-0-609

Eduardo Olivarez 12/10/07
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than TUESDAY, DECEMBER 11, 2007at 5:00p.m.

Enclosures

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY HEALTH AND HUMAN SERVICES
REQUEST FOR BID
"MOSQUITO CONTROL CHEMICALS"

RFB: 2008-010-01-09-SMA

EXHIBIT "A"

HIDALGO COUNTY HEALTH AND HUMAN SERVICES

"Mosquito Control Chemicals"

Bid No. 2008-010-01-09-SMA

BID SPECIFICATIONS:

1. **Scope:** Vendor shall provide "Mosquito Control Chemicals" as herein specified for Hidalgo County. The contract term is for a period of one(1) year with Hidalgo County's sole discretion to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in the award of the new bid and contingent upon cost to remain unchanged.

2. All purchases of "Mosquito Control Chemicals" will be on an **"as needed basis."** There is no guarantee volume. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

3. **Description of items:** **The brand name references are for description only,** and are not intended to exclude other mosquito control chemical products of equal quality and composition. Bidders desiring to substitute items may do so provided brand name is indicated on **Bid Form.**

Item #	Description:
1.	Permanone **or equivalent**, ready to use insecticide to contain: -Permethrin 3-(phenoxyphenyl) methyl (+/-) cis/trans 3-(2,2-dichloroethenyl) 2,2 dimethyl cyclopropanecarboxylate, Cis/trans ration: Max 65% (+/-) trans and min. 35% (+/-) cis..... 3.98% -Piperonyl Butoxide Technical -Equivalent to min. 6.784%(butylcarbityl)(6-propylpiperonyl) ether and 1.696% related compounds.....8.48% -Contains petroleum distillates -Contains 0.289 lbs/gallon Permanone and 0.616 lbs/gallon butacide. -Must be ready to use formulation for ULV application.
2.	Summit B.t.i. Briquets **or equivalent** to contain: -Active Ingredient: Bacillus thuringiensis subspecies israelensis solids, spores and insecticidal toxins.....10.31% -Inert Ingredients: 7000 Aedes aegypti (AA) International Toxic Units (ITU) per milligram primary powder (Dray weight basis).....89.69% -Floating sustained-release larvicide for long-term control of mosquito and psychodid fly larvae. -Biological control of mosquitos & psychodid flies.

4. **Material Safety Data Sheet (MSDS):** Bidders shall attach to bid form a current Material Safety Data Sheet (MSDS) and current labels for chemicals. Failure to do may result in rejection of the bid.

5. **Delivery Charges:** **All delivery, unloading of product and freight charges**, shall be included in the bid price and F.O.B. Hidalgo County Health Department, 1304 South 25th Street, Edinburg,

Texas 78539 or to the address(es) specified on the purchase order during normal working hours, unless otherwise authorized by the Purchasing Agent or designee. Bidder bears freight charges. All prices must be written in ink or typewritten.

6. **Bid Prices:** Bid price shall be per unit, packed with unbroken seals that are sealed by the manufacturer.

7. **Bid Award:** Bid will be awarded to the lowest, responsive, responsible bidder meeting all specifications based upon individual line items, sections or total bid. One or more bidder(s) may be designated as approved vendor(s) for purchases of "Mosquito Control Chemicals" for Hidalgo County. Hidalgo County reserves the right to award separate/multiple contracts when it is in the County's best interest to do so. The County of Hidalgo reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds. After bid award and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

8. **Purchase Orders:** Purchase order(s) shall be generated by the Hidalgo County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will no be held responsible for any orders placed without a valid current purchase order number. Payment will be made for all orders received and accepted by the user department. Purchase orders for "Mosquito Control Chemicals" will be released to the successful bidder(s) on **an as-needed basis**. **MINIMUM ORDERS ARE NOT ACCEPTABLE**. Hidalgo County reserves the right to purchase specified mosquito control chemicals whenever necessary through the Texas Building and Procurement Commission (TBPC) term contract if available.

9. **Contract Term:** Bid prices shall remain firm for a period of one year, from the award date with the County's option to extend for an additional sixty (60) day Grace Period.

10. **Insurance Requirements:** Vendor must meet Hidalgo County insurance requirements and shall submit documentation requested on Exhibit "C".

11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Hwy. 281,Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, *January 2, 2008, 5:00 P.M.* Responses will be sent to all applicants via facsimile or e-mail by no later than, ***5:00 P.M., January 4, 2008.***

AI-7066 **18.G.1.**

extention

CC REGULAR

Date: 12/18/2007
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

Requesting approval to exercise the sixty (60) days grace period extension, as provided in current contract for Uniforms and/or Accessories, so as to have no lapse in service while completing the procurement process. with the following vendors:

1. MCM Sporting Goods
2. Duratex Uniforms & Embroidery
3. Uniforms of Texas
4. LoneStar Uniforms, Inc.
5. Leslee Scott, Inc.

BACKGROUND

Vendors had not returned acknowledgment letter in time for agenda dateline
Sample of letter submitted to all vendors
These are all county-wide use contracts

Fiscal Impact

FISCAL YEAR: **ACCT. #:** County Wide (Obj 605)
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

For funding availability please see "2007 Exp Rpt for Obj 605". 2008 funding is presumed to be similar to 2007 original budget.

Attachments

Link: 60 Day Extension

Link: 2007 Exp Rpt for Obj 605

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/13/2007 09:02 AM	APRV
2	Budget & Management	Dina Trevino	12/13/2007 09:07 AM	APRV
3	Dale Kennan	Dale Kennan	12/13/2007 09:52 AM	APRV

4	Auditor's Office	Arcilia Duran	12/14/2007 04:51 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV

Form Started By: Mary Maldonado Started On: 12/12/2007 02:55 PM

Final Approval Date: 12/14/2007

SAMPLE FOR:

MCM Sporting Goods, Inc.
Duratex Uniforms & Embroidery
Uniforms of Texas
LoneStar Uniforms, Inc.
Leslee Scotts, Inc.

Re: Uniforms and/or Accessories

Dear Mr. _____:

This notice is in reference to your company's contract with Hidalgo County which expires on the 31st. of December 31, 2007, for "Uniforms and/or Accessories".

County Commissioners' will discuss, consider and take action in connection with Hidalgo County's option to exercise a sixty (60) day grace period extension as provided in the contract on Tuesday, December 18, 2007

Your continuous contractual services with Hidalgo County is appreciated and should you have any questions or require additional information p-lease do no hesitate to call me at (956) 318-2626.

Sincerely,

Mary A. Maldonado
Contracts Manager

Account No/Descriptio	Original Budget	Adjustments	Adjusted Budget	Encumbrances Current	Encumbrances Y-T-D	Expenditures Current	Expenditures Y-T-D	Available	Pct
1100 GENERAL FUND									
7-1100-412-00-002-001-0-605 93RD DC-CLOTHING & UNIFORMS	385.00	.00	385.00	.00	.00	.00	.00	385.00	100.00
7-1100-412-00-003-001-0-605 139TH DC-CLOTHING AND UNIFORMS	500.00	.00	500.00	.00	.00	.00	.00	500.00	100.00
7-1100-412-00-006-001-0-605 332ND DC-CLOTHING & UNIFORMS	400.00	.00	400.00	.00	.00	.00	.00	400.00	100.00
7-1100-412-00-007-001-0-605 370TH DC-CLOTHING & UNIFORMS	400.00	12.50	412.50	412.50	412.50	.00	.00	.00	.00
7-1100-412-00-022-001-0-605 CCL#2-CLOTHING & UNIFORMS	.00	500.00	500.00	433.25	433.25	.00	.00	66.75	13.35
7-1100-412-00-032-001-0-605 MASTER CRT II-CLOTHING & UNIFORMS	500.00	-288.68	211.32	.00	.00	172.50	172.50	38.82	18.37
7-1100-412-00-064-001-0-605 JP PCT 2/PL 2-CLOTHING & UNIFORMS	.00	400.00	400.00	269.90	269.90	.00	.00	130.10	32.53
7-1100-412-00-068-001-0-605 JP PCT 4/PL 2-CLOTHING & UNIFORMS	.00	500.00	500.00	.00	.00	392.50	392.50	107.50	21.50
7-1100-412-30-085-003-0-605 PUBLIC DEFENDER-CLOTHING & UNIFORMS	.00	300.00	300.00	49.90	49.90	99.80	99.80	150.30	50.10
7-1100-413-00-110-006-0-605 CO JUDGE-CLOTHING & UNIFORMS	950.00	-950.00	.00	.00	.00	.00	.00	.00	.00
7-1100-415-15-140-001-0-605 TAX OFF-CLOTHING & UNIFORMS	.00	20.00	20.00	.00	.00	.00	.00	20.00	100.00
7-1100-415-18-160-001-0-605 PURCHASING-CLOTHING & UNIFORMS	.00	100.00	100.00	.00	.00	99.67	99.67	.33	.33
7-1100-415-50-190-002-0-605 HUMAN RESOURCES-CLOTHING & UNIFORMS	.00	600.00	600.00	144.00	144.00	252.00	252.00	204.00	34.00
7-1100-419-10-210-001-0-605 PLANNING DEPT-CLOTHING & UNIFORMS	.00	19.60	19.60	19.60	19.60	.00	.00	.00	.00
7-1100-419-40-220-001-0-605 GEN GOVT BLDG-CLOTHING & UNIFORMS	5,000.00	-3,000.00	2,000.00	.00	.00	403.03	403.03	1,596.97	79.85
7-1100-419-40-220-003-0-605 CRTHSE PK LOT-CLOTHING & UNIFORMS	4,300.00	.00	4,300.00	90.95	90.95	820.65	820.65	3,388.40	78.80
7-1100-419-50-115-059-0-605 DBM-SAFETY DIV-CLOTHING & UNIFORMS	960.00	300.00	1,260.00	.00	.00	1,200.66	1,200.66	59.34	4.71
7-1100-421-00-280-001-0-605 SHERIFF-CLOTHING & UNIFORMS	79,136.00	-20,700.00	58,436.00	3,388.00	3,388.00	51,368.30	51,368.30	3,679.70	6.30
7-1100-421-00-291-001-0-605 CONSTABLE PCT.1-CLOTHING & UNIFORMS	3,000.00	2,821.13	5,821.13	1,521.20	1,521.20	4,299.93	4,299.93	.00	.00
7-1100-421-00-292-001-0-605 CONSTABLE PCT.2-CLOTHING & UNIFORMS	3,000.00	-60.00	2,940.00	.00	.00	.00	.00	2,940.00	100.00
7-1100-421-00-293-001-0-605 CONSTABLE PCT.3-CLOTHING & UNIFORMS	5,000.00	-158.60	4,841.40	323.70	323.70	4,517.70	4,517.70	.00	.00

Account No/Descriptio	Original Budget	Adjustments	Adjusted Budget	Encumbrances Current	Encumbrances Y-T-D	Expenditures Current	Expenditures Y-T-D	Available	Pct
1100 GENERAL FUND									
7-1100-421-00-294-001-0-605 CONSTABLE PCT.4-CLOTHING & UNIFORMS	3,000.00	.00	3,000.00	2,302.00	2,302.00	.00	.00	698.00	23.27
7-1100-421-00-295-001-0-605 CONSTABLE PCT.5-CLOTHING & UNIFORMS	3,500.00	-1,500.00	2,000.00	.00	.00	167.75	167.75	1,832.25	91.61
7-1100-422-10-300-001-0-605 FIREFIGHTING-CLOTHING & UNIFORMS	5,000.00	-1,450.00	3,550.00	170.28	170.28	2,645.46	2,645.46	734.26	20.68
7-1100-423-21-280-002-0-605 JAIL-CLOTHING & UNIFORMS	90,000.00	-4,500.00	85,500.00	3,710.00	3,710.00	55,363.45	55,363.45	26,426.55	30.91
7-1100-423-32-330-001-0-605 JUV DET HM-CLOTHING & UNIFORMS	5,000.00	.00	5,000.00	1,734.00	1,734.00	286.52	286.52	2,979.48	59.59
7-1100-423-60-330-002-0-605 JUV PROB-CLOTHING & UNIFORMS	2,500.00	-681.01	1,818.99	.00	.00	1,818.99	1,818.99	.00	.00
7-1100-432-00-121-001-0-605 SANITATION PCT.1-CLOTHING & UNIFORMS	500.00	-200.00	300.00	75.00	75.00	100.39	100.39	124.61	41.54
7-1100-432-00-122-001-0-605 SANITATION PCT.2-CLOTHING & UNIFORMS	2,000.00	-2,000.00	.00	.00	.00	.00	.00	.00	.00
7-1100-432-00-123-001-0-605 SANITATION PCT.3-CLOTHING & UNIFORMS	2,500.00	500.00	3,000.00	588.40	588.40	2,256.61	2,256.61	154.99	5.17
7-1100-432-00-124-001-0-605 SANITATION PCT.4-CLOTHING & UNIFORMS	700.00	14.78	714.78	.00	.00	714.78	714.78	.00	.00
7-1100-441-00-340-001-0-605 HEALTH ADM-CLOTHING & UNIFORMS	3,000.00	.00	3,000.00	.00	.00	1,500.65	1,500.65	1,499.35	49.98
7-1100-444-00-360-001-0-605 CHILD WELFARE-CLOTHING & UNIFORMS	3,590.00	.00	3,590.00	1,928.40	1,928.40	.00	.00	1,661.60	46.28
7-1100-466-00-122-018-0-605 PCT 2 CRC-CLOTHING & UNIFORMS	75.00	.00	75.00	.00	.00	.00	.00	75.00	100.00
1100 GENERAL FUND	224,896.00	-29,400.28	195,495.72	17,161.08	17,161.08	128,481.34	128,481.34	49,853.30	25.50
1200 R&B COUNTY WIDE									
7-1200-431-00-122-004-0-605 CO SHOP-CLOTHING & UNIFORMS	100.00	.00	100.00	.00	.00	.00	.00	100.00	100.00
7-1200-431-00-260-001-0-605 R-O-W DEPT-CLOTHING & UNIFORMS	.00	1,000.00	1,000.00	.00	.00	223.90	223.90	776.10	77.61
1200 R&B COUNTY WIDE	100.00	1,000.00	1,100.00	.00	.00	223.90	223.90	876.10	79.65
1201 R&B PRECINCT NO.1									
7-1201-431-00-121-005-0-605 PCT.1 P/U RD-CLOTHING & UNIFORMS	1,000.00	1,900.00	2,900.00	379.57	379.57	2,331.70	2,331.70	188.73	6.51
1201 R&B PRECINCT NO.1	1,000.00	1,900.00	2,900.00	379.57	379.57	2,331.70	2,331.70	188.73	6.51
1202 R&B PRECINCT NO.2									
7-1202-431-00-122-006-0-605 PCT.2 P/U RD-CLOTHING & UNIFORMS	500.00	.00	500.00	.00	.00	331.43	331.43	168.57	33.71

Account No/Descriptio	Original Budget	Adjustments	Adjusted Budget	Encumbrances Current	Encumbrances Y-T-D	Expenditures Current	Expenditures Y-T-D	Available	Pct
1202 R&B PRECINCT NO.2									
1202 R&B PRECINCT NO.2									
	500.00	.00	500.00	.00	.00	331.43	331.43	168.57	33.71
1203 R&B PRECINCT NO.3									
7-1203-431-00-123-005-0-605 PCT.3 P/U RD-CLOTHING & UNIFORMS									
	2,000.00	-3,000.00	-1,000.00	.00	.00	-2,054.36	-2,054.36	1,054.36	.00
1203 R&B PRECINCT NO.3									
	2,000.00	-3,000.00	-1,000.00	.00	.00	-2,054.36	-2,054.36	1,054.36	.00
1204 R&B PRECINCT NO.4									
7-1204-431-00-124-005-0-605 PCT.4 RD ADM-CLOTHING & UNIFORMS									
	100.00	.00	100.00	.00	.00	.00	.00	100.00	100.00
7-1204-431-00-124-007-0-605 PCT.4 P/U RD-CLOTHING & UNIFORMS									
	5,000.00	3,000.00	8,000.00	27.90	27.90	4,844.16	4,844.16	3,127.94	39.10
1204 R&B PRECINCT NO.4									
	5,100.00	3,000.00	8,100.00	27.90	27.90	4,844.16	4,844.16	3,227.94	39.85
1211 PARKS PRECINCT NO.1									
7-1211-452-00-121-013-0-605 PARKS PCT.1-CLOTHING & UNIFORMS									
	200.00	500.00	700.00	119.85	119.85	287.85	287.85	292.30	41.76
1211 PARKS PRECINCT NO.1									
	200.00	500.00	700.00	119.85	119.85	287.85	287.85	292.30	41.76
1212 PARKS PRECINCT NO.2									
7-1212-452-00-122-008-0-605 PARKS PCT.2-CLOTHING & UNIFORMS									
	500.00	-100.00	400.00	.00	.00	79.98	79.98	320.02	80.01
1212 PARKS PRECINCT NO.2									
	500.00	-100.00	400.00	.00	.00	79.98	79.98	320.02	80.01
1213 PARKS PRECINCT NO.3									
7-1213-452-00-123-008-0-605 PARKS PCT.3-CLOTHING & UNIFORMS									
	500.00	.00	500.00	.00	.00	-364.89	-364.89	864.89	172.98
1213 PARKS PRECINCT NO.3									
	500.00	.00	500.00	.00	.00	-364.89	-364.89	864.89	172.98
1214 PARKS PRECINCT NO.4									
7-1214-452-00-124-009-0-605 PARKS PCT.4-CLOTHING & UNIFORMS									
	700.00	500.00	1,200.00	.00	.00	252.44	252.44	947.56	78.96
1214 PARKS PRECINCT NO.4									
	700.00	500.00	1,200.00	.00	.00	252.44	252.44	947.56	78.96
1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND									
7-1246-415-15-140-003-0-605 TAX OFF-CLOTHING & UNIFORMS									
	1,000.00	.00	1,000.00	.00	.00	.00	.00	1,000.00	100.00
1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND									
	1,000.00	.00	1,000.00	.00	.00	.00	.00	1,000.00	100.00
1284 DESIGNATED PURPOSE GRANTS LVL 4									
7-1284-421-00-280-035-7-605 TBSC OPERATION LINEBACKER-CLOTHNG&UNIFOR									
	.00	752.00	752.00	.00	.00	412.85	412.85	339.15	45.10
1284 DESIGNATED PURPOSE GRANTS LVL 4									
	.00	752.00	752.00	.00	.00	412.85	412.85	339.15	45.10
1286 DESIGNATED PURPOSE GRANTS LVL 6									
7-1286-423-00-330-004-7-605 S.T.A.R. PROJECT-CLOTHING & UNIFORMS									
	.00	10,213.18	10,213.18	7,270.83	7,270.83	402.00	402.00	2,540.35	24.87

Account No/Descriptio	Original Budget	Adjustments	Adjusted Budget	Encumbrances Current	Encumbrances Y-T-D	Expenditures Current	Expenditures Y-T-D	Available	Pct
1286 DESIGNATED PURPOSE GRANTS LVL 6									
7-1286-423-00-330-004-8-605 S.T.A.R. PROJECT-CLOTHING & UNIFORMS									
	.00	500.00	500.00	.00	.00	120.00	120.00	380.00	76.00
1286 DESIGNATED PURPOSE GRANTS LVL 6									
	.00	10,713.18	10,713.18	7,270.83	7,270.83	522.00	522.00	2,920.35	27.26
1294 JUVENILE PROBATION									
7-1294-423-00-330-010-7-605 TJPC-A-2007 - CLOTHING & UNIFORMS									
	.00	268.19	268.19	.00	.00	268.19	268.19	.00	.00
7-1294-423-00-330-010-8-605 TJPC-A-2008 - CLOTHING & UNIFORMS									
	.00	5,000.00	5,000.00	.00	.00	.00	.00	5,000.00	100.00
1294 JUVENILE PROBATION									
	.00	5,268.19	5,268.19	.00	.00	268.19	268.19	5,000.00	94.91
1295 POST ADJUDICATION JUVENILE BOOT CAMP									
7-1295-423-00-330-028-0-605 WESL B/C-CLOTHING & UNIFORMS									
	3,500.00	3,300.00	6,800.00	3,565.57	3,565.57	3,227.02	3,227.02	7.41	.11
1295 POST ADJUDICATION JUVENILE BOOT CAMP									
	3,500.00	3,300.00	6,800.00	3,565.57	3,565.57	3,227.02	3,227.02	7.41	.11
1297 ADULT PROBATION									
7-1297-423-00-320-005-7-605 RESTITUTION CTR-CLOTHING & UNIFORMS									
	.00	25.00	25.00	.00	.00	.00	.00	25.00	100.00
7-1297-423-00-320-005-8-605 RESTITUTION CTR-CLOTHING & UNIFORMS									
	.00	150.00	150.00	.00	.00	.00	.00	150.00	100.00
7-1297-423-00-320-008-8-605 COMM CORR-CLOTHING & UNIFORMS									
	.00	1,000.00	1,000.00	.00	.00	.00	.00	1,000.00	100.00
1297 ADULT PROBATION									
	.00	1,175.00	1,175.00	.00	.00	.00	.00	1,175.00	100.00
7 YEAR									
	239,996.00	-4,391.91	235,604.09	28,524.80	28,524.80	138,843.61	138,843.61	68,235.68	28.96

AI-7071 **18.G.2.**

Signs

CC REGULAR

Date: 12/18/2007
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

Presentation for discussion, consideration and action in connection with for Hidalgo County's option to exercise the additional one (1) year extension (as provided in current contract) for Road Signs & Miscellaneous Accessories with Custom Products Corporation.

BACKGROUND

Vendor has not submitted acknowledgment letter by agenda deadline.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** various
FUNDS AVAILABLE Y/N?: Y-various **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Utilizing Various County Budget Account Numbers. This is a countywide contract used by various county depts.

Attachments

Link: Signs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/13/2007 09:00 AM	APRV
2	Budget & Management	Dina Trevino	12/13/2007 09:03 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/14/2007 04:43 PM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 04:49 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV
Form Started By: Mary Maldonado			Started On: 12/12/2007 03:25 PM	
Final Approval Date: 12/14/2007				

PURCHASING DEPARTMENT
County Of Hidalgo

December 12, 2007

Ms. Heidi McGee
Custom Products Corporation.
PO Box 54091
Jackson, MS 39288

Re: C-07-219-06-25- Drug and Alcohol Testing Services

Dear Ms. McGee:

Commissioners' Court will take applicable action (Tuesday, December 18, 2007) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is December 31, 2007. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, December 14, 2007, 5:00p.m., via facsimile to (956) 956-318-2629.

By:_____ Date:_____

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

Sincerely,

Mary A. Maldonado
Hidalgo County Contracts Manager

AI-7041 **18.H.1.**

BCAP PRECINCT NO 2

CC REGULAR

Date: 12/18/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Change Order No 1 for LAS HACINEDAS Subdivision C-CAP-07-023-08-07 adding 15 days to the original contract time with no fiscal impact project engineer is R. Gutierrez Engineering Corporation, and contractor is TRC Utilities, a Border Colonia Access Program Project(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-122-412-0-733/841

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

BUDGETARY IMPACT:

NO BUDGET IMPACT

Attachments

Link: change order no 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 01:00 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 02:02 PM	APRV
3	Rey Salazar	Rey Salazar	12/13/2007 02:29 PM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 05:23 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:31 PM	APRV

Form Started By: Laura Moya Started On: 12/12/2007 11:12 AM

Final Approval Date: 12/14/2007

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
Carlos Contreras, Special Projects Coordinator Precinct 2
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 11 December 2007

Subject: Change Order 1 - Las Haciendas CSJ: 2C1080412

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 18th December 2007.

Precinct 2 is requesting approval of Change Order No 2 for the above-referenced Round II Colonias Project. There is no increase or decrease on the dollar amount. The changes are the size of the RC Pipe and the Type of Manholes. An additional 15 days will be provided to the project's construction period.

The change order has been approved by the City of Pharr and I am requesting concurrence from TXDOT.

If you have any questions, please advice.

Thanks,

memo purchasing agenda itm change order 1 las haciendas

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

CHANGE ORDER NUMBER ONE (1)

PROJECT:	LAS HACIENDAS SUBDIVISION		
DATE OF ISSUANCE:	November 20, 2007	**EFFECTIVE DATE:**	November 20, 2007
OWNER:	HIDALGO COUNTY PRECINCT NO. 2		
OWNER's Contract No.:	C-CAP-07-023-08-07		
CONTRACTOR:	TRC UTILITIES 2100 WEST MILE 1 SOUTH MISSION, TX 78572	**ENGINEER:**	R. Gutierrez Engineering Corporation 130 E. Park Ave. Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. ITEM 464 RCP CL III 30" Was reduced from 445 LF to 98 LF for a total reduction of 347 LF
2. ITEM 464 RCP CL III 24" 347 LF were added.
3. ITEM 465 2 EA Manholes Ty "A" were changed for 2 EA Manholes Ty "M"
4. ITEM 465 1 EA Inlet Ty "A" SPL was added

Reason for Change Order:

1 and 2. 347 LF of RCP CL III 30" was replaced by 347 LF of RCP CL III 24" to avoid conflict with Sanitary Sewer
3. Manholes Ty"A" for Manholes Ty"M" to met field conditions
4. Inlet Ty"A" SPL was added to met field conditions

Attachments:

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**	
Original Contract Price $ 382,121.90		Original Contract Time for Substantial Completion:	105 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net change from previous Change Orders	0 calender days
Contract Price prior to this Change Order $ 382,121.90		Contract Time prior to this Change Order Substantial Completion:	105 calendar days or dates
Net Increase (decrease) of this Change Order $ 0.00		Net Increase (decrease) of this Change Order	15 calendar days
Contract Price with all approved Change Orders $ 382,121.90	Net % Increase (decrease) from original contract price. 0.00 %	Contract Time with all approved Change Orders Substantial Completion:	120 calendar days or dates

RECOMMENDED:	**APPROVED:**	**ACCEPTED:**
By: _____ P.E. Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: 12/10/07	Date: _____	Date: 12-10-07

CHANGE ORDER No.1 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
LAS HACIENDAS SUBDIVISION
BID NUMBER:C-CAP-07-023-08-07

Item Number	Original Plan Quantity	Change Order No.1 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change In Contract Cost of C.O.No.1	Revised Contract Cost after C.O.No.1
	(905) ROADWAY							
104	60.00	60.00	SY	Removing Concrete (Sidewalk)	$ 4.00	$ 240.00	0.00	240.00
104	10,494.00	10,494.00	LF	Removing Concrete (Curb and Gutter)	$ 5.00	$ 52,470.00	0.00	52,470.00
104	411.00	411.00	LF	Removing Concrete (Valley Gutter)	$ 6.00	$ 2,466.00	0.00	2,466.00
164	889.00	889.00	SY	Cell Fiber Seeding (Temp)(Warm)	$ 1.50	$ 1,333.50	0.00	1,333.50
164	889.00	889.00	SY	Cell Fiber Seeding (Temp)(Cool)	$ 1.75	$ 1,555.75	0.00	1,555.75
164	1,778.00	1,778.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	$ 2.25	$ 4,000.50	0.00	4,000.50
251	3,129.00	3,129.00	CY	Rework Base Material (6")	$ 2.50	$ 7,822.50	0.00	7,822.50
310	3,478.00	3,478.00	GAL	Prime Coat (MC-30)	$ 3.00	$ 10,434.00	0.00	10,434.00
340	1,983.00	1,983.00	TON	Asph. Conc. Pav. TY "D"	$ 60.00	$ 118,980.00	0.00	118,980.00
502	2.50	2.50	MO	Barricades, Signs & Traffic Handling	$ 1,500.00	$ 3,750.00	0.00	3,750.00
529	10,494.00	10,494.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 7.25	$ 76,081.50	0.00	76,081.50
529	362.00	362.00	LF	Concrete Valley Gutter (6 Ft)	$ 18.00	$ 6,516.00	0.00	6,516.00
530	34.08	34.08	CY	Driveways (Ty PRB-1)(FLEXBASE)(4")	$ 8.00	$ 272.64	0.00	272.64
530	61.40	61.40	GAL	Driveways (Ty PRB-1)(MC-30)	$ 3.00	$ 184.20	0.00	184.20
530	17.49	17.49	TON	Driveways (Ty PRB-1)(ACP)(1")	$ 6.25	$ 109.31	0.00	109.31
530	418.00	418.00	SY	Driveways (CONCRETE)	$ 49.50	$ 20,691.00	0.00	20,691.00
531	60.00	60.00	SY	Concrete Sidewalks	$ 30.00	$ 1,800.00	0.00	1,800.00
644	10.00	10.00	EA	Small Rdsd Sgn Assm (Ty A)	$ 75.00	$ 750.00	0.00	750.00
SS2001	97.00	97.00	GAL	Roadbond EN1 (Liquid)	$ 5.00	$ 485.00	0.00	485.00
SS2001	18,772.00	18,772.00	SY	Roadbond EN1 Treat Exist Base (Density Control)	$ 1.25	$ 23,465.00	0.00	23,465.00
					Total Roadway :	$ 333,406.90	$ -	$ 333,406.90
	(906) DRAINAGE							
402	445.00	445.00	LF	Trench Excavation Protection	$ 5.00	$ 2,225.00	0.00	$2,225.00
464	310.00	310.00	LF	RCP (CL III)(18")	$ 28.00	$ 8,680.00	0.00	$8,680.00
464	445.00	53.00	LF	RCP (CL III)(30")	$ 60.00	$ 26,700.00	(23,520.00)	$3,180.00
465	1.00	1.00	EA	Inlet (Ty "A")	$ 1,750.00	$ 1,750.00	0.00	$1,750.00
465	10.00	10.00	EA	Inlet (Ty "A") (Top Only)	$ 450.00	$ 4,500.00	0.00	$4,500.00
465	2.00	0.00	EA	Manhole (Ty "A")	$ 2,250.00	$ 4,500.00	(4,500.00)	$0.00
506	360.00	360.00	LF	Temp Sediment Control Fence	$ 1.00	$ 360.00	0.00	$360.00
464	0.00	392.00	LF	RCP (CL III)(24")	$ 55.00	$ -	21,560.00	$21,560.00
465	0.00	1.00	EA	INLET SPL (Ty"A")	$ 1,960.00	$ -	1,960.00	$1,960.00
465	0.00	2.00	EA	Manhole (Ty "M") Junction Box	$ 2,250.00	$ -	4,500.00	$4,500.00
						$48,715.00	$0.00	$48,715.00
					TOTAL BASE AMOUNTS:	$ 382,121.90	$ -	$ 382,121.90

BASIS OF ESTIMATE (ROADWAY)

CSJ	ROAD NAME	ITEM 100 PREP. ⊛ R.O.W. (STA)	ITEM 204 SPRINK DUST CONTROL 4 MG/STA ⊛ (MG)	PRIME COAT ITEM 310 ⊛ AREA (SY)	PRIME COAT ITEM 310 ASPH MAT'L. (MC-30) (0.2 GAL/SY) (GAL)	ITEM 340 HOT MIX SURFACE COURSE (TY D) (TON)	ITEM 420 CL A CONC (MISC) (SY)
2C-1080-412	LAS HACIENDAS SUBDIVISION	54.78	219.12	17,389.23	3,477.82	1,982.35	8
	(PUEBLA DRIVE)						
	(DURANGO DRIVE)						
	(SONORA DRIVE)						
	(VERACRUZ DRIVE)						
	(CAMPECHE DRIVE)						
	(COLIMA DRIVE)						
	(SINALOA DRIVE)						
TOTAL		54.78	219.12	17,389.23	3,477.82	1,982.35	8

SUMMARY OF DRAINAGE STRUCTURES

CSJ	ROAD NAME	ITEM 400 STRUCTURE ⊛ EXCAV. (CY)	ITEM 402 TRENCH EXCAVATION PROTECTION (LF)	ITEM 464 RCP CL III 18" (LF)	ITEM 464 RCP CL III 24" (LF)	ITEM 464 RCP CL III 30" (LF)	ITEM 465 INLETS (INLET ONLY TOP) (EA)	ITEM 465 INLET TY "A" (EA)	ITEM 465 INLET (SPL) TY "A" (EA)	ITEM 465 TY "A" MANHOLE (JUNCTION BOX) (EA)	ITEM 465 TY "MA" MANHOLE (JUNCTION BOX) (EA)	ITEM 496 REMOVED CLOSE STR. (PIPE) 15" ⊛ (LF)	ITEM 496 REMOVED OLD MH TY "A" ⊛ (EA)
2C-1080-412	LAS HACIENDAS SUBDIVISION	494	445	310	392	53	10	1	1	0	2	-	2
	(PUEBLA DRIVE)												
	(DURANGO DRIVE)												
	(SONORA DRIVE)												
	(VERACRUZ DRIVE)												
	(CAMPECHE DRIVE)												
	(COLIMA DRIVE)												
	(SINALOA DRIVE)												
TOTAL		494	445	310	392	53	10	1	1	0	2	-	2

SUMMARY OF REWORKING BASE MATERIAL (ITEM 251)(TYPE D)

CSJ	STATION LIMITS	AVG. WIDTH (FT.)	LENGTH (FT.)	AREA (SF.)	AVG. THICKNESS (IN)	VOLUME (CY)	ITEM 2001 ROADBOND ROADBOND EMI (GAL)	ITEM 2001 ROADBOND ROADBOND EMI TREAT EXIST. BASE (DC) (SY)
2C-1080-412	LAS HACIENDAS SUBDIVISION							
	(PUEBLA DRIVE) STA. 0+40.71 TO STA. 6+23.50	40.0	582.80	23,312.0	6	431.70	14	2,590
	(PUEBLA DRIVE) STA. 6+23.50 TO STA. 13+20.00	30.0	696.50	20,895.0	6	386.94	12	2,322
	(CAMPECHE DRIVE) STA. 0+00.00 TO STA. 10+05.00	30.0	1005.00	30,150.0	6	558.33	17	3,350
	(DURANGO DRIVE) STA. 10+05.00 TO STA. 15+90.00	30.0	585.00	17,550.0	6	325.00	10	1,950
	(VERACRUZ DRIVE) STA. 0+00.00 TO STA. 5+85.00	30.0	585.00	17,550.0	6	325.00	10	1,950
	(SINALOA DRIVE) STA. 5+85.00 TO STA. 15+90.00	30.0	1005.00	30,150.0	6	558.33	17	3,350
	(SONORA DRIVE) STA. 0+13.50 TO STA. 5+71.50	30.0	585.00	17,550.0	6	325.00	10	1,950
	(COLIMA DRIVE) STA. 0+13.50 TO STA. 4+06.50	30.0	393.00	11,790.0	6	218.33	7	1,310
					TOTAL	3,128.63	97	18,772

NOTE:

1.) EST. WT. OF NEW & SALVAGE FLEXIBLE BASE = 3375 lb/cy (COMPACTED DRY WT.)
EST. WT. OF SUBGRADE = 2970 lb/cy

SUMMARY OF "SMALL SIGNS" ITEM (644)

CSJ	ROAD	TOTAL
2C-1080-412	LAS HACIENDAS SUBDIVISION	10
	(PUEBLA DRIVE)	
	(DURANGO DRIVE)	
	(SONORA DRIVE)	
	(VERACRUZ DRIVE)	
	(CAMPECHE DRIVE)	
	(COLIMA DRIVE)	
	(SINALOA DRIVE)	
	TOTAL	10

LEGEND

⊛ FOR CONTRACTORS INFORMATION ONLY (NON- PAY)

WORK TO BE DONE BY CONTRACTOR

REVISION CLOUD

⚠ CHANGE ORDER #1

HIDALGO COUNTY PRECINCT No.2
LAS HACIENDAS SUBDIVISION
ESTIMATE & QUANTITY

Texas Department of Transportation
©TxDOT 2007

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E PARK AVENUE · PHARR, TEXAS 78577
(TEL) 956 782-2557 · (FAX) 956 782-2558

FED.RD. DIV. No.	STATE AID PROJECT NO.		HIGHWAY NO.
6			
STATE	DIST.	COUNTY	
TEXAS	21		
DN:	DW:	CONT.	SECT.	JOB	SHEET No.
CK:	CK:				5

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PROJECT QUANTITIES

LAS HACIENDAS SUBDIVISION

PUEBLA DRIVE, CAMPECHE DRIVE, DURANGO DRIVE, SONORA DRIVE, COLIMA DRIVE, VERACRUZ DRIVE, SINALOA DRIVE

CSJ: 2C-1080-412

ITEM	CODE	UNIT	QUANTITY		PROJECT TOTAL EST	PROJECT TOTAL FIN
ROADWAY						
104		SY	60	Removing Conc. (Sidewalks)	60	
164		SY	1,778.44	Cell Fiber Seeding (Temp)(Warm)	1,778.44	
164		SY	889.22	Cell Fiber Seeding (Temp)(Cool)	889.22	
164		SY	889.22	Cell Fiber Seeding (Perm)(Urban)(Clay)	889.22	
251		CY	3,128.63	RWRK BS MTL. (TY D) (6")	3,128.63	
310		GAL	3,477.62	Prime Coat (MC-30)	3,477.62	
340		TON	1,982.35	Hot Mix Surface Course (TY D)(2")	1,982.35	
502		MO	2.5	Barricades, Signs & Traffic Handling	2.5	
506		LF	360.00	Temp Sediment Control Fence	360.00	
644		EA	10.00	Small Rdsd Sgn Assm (Ty A)	10.00	
2001		SY	18,772	Roadbond EN1 Treat Exist. Base (DC)	18,772	
2001		GAL	97	Roadbond EN1	97	
DRAINAGE						
104		LF	10,494.00	Removing Concrete Curb & Gutter	10,494.00	
104		LF	411.00	Removing Valley Gutter (TY A)	411.00	
402		LF	445.00	Trench Excavation Protection	445.00	
464		LF	310.00	RCP CL III 18"	310.00	
464		LF	392.00	RCP CL III 24"	392.00	
464		LF	53.00	RCP CL III 30"	53.00	
465		EA	1	Inlet (Ty A)	1	
465		EA	1	Inlet (Ty A)(SPL)	1	
465		EA	10.00	Inlet (Ty A) (Ty Grt)	10.00	
465		EA	0	TY "A" Manhole	0	
465		EA	2	TY "M" Manhole	2	
529		LF	10,494.00	Concrete Curb & Gutter (Ty A)(Barrier)	10,494.00	
529		LF	362	Valley Gutter (6 ft)	362	
530		SY	418	Driveways (CONCRETE)	418	
530		CY	34.1	Driveways (Ty PRB1) Flex Base	34.1	
530		GAL	61.4	Driveways (Ty PRB1) MC-30	61.4	
530		TONS	17.5	Driveways (Ty PRB1) ACP (Surf)(1")	17.5	
531		SY	60	Conc. Sidewalks	60	

1

1

LEGEND

1 CHANGE ORDER #1

REVISION CLOUD

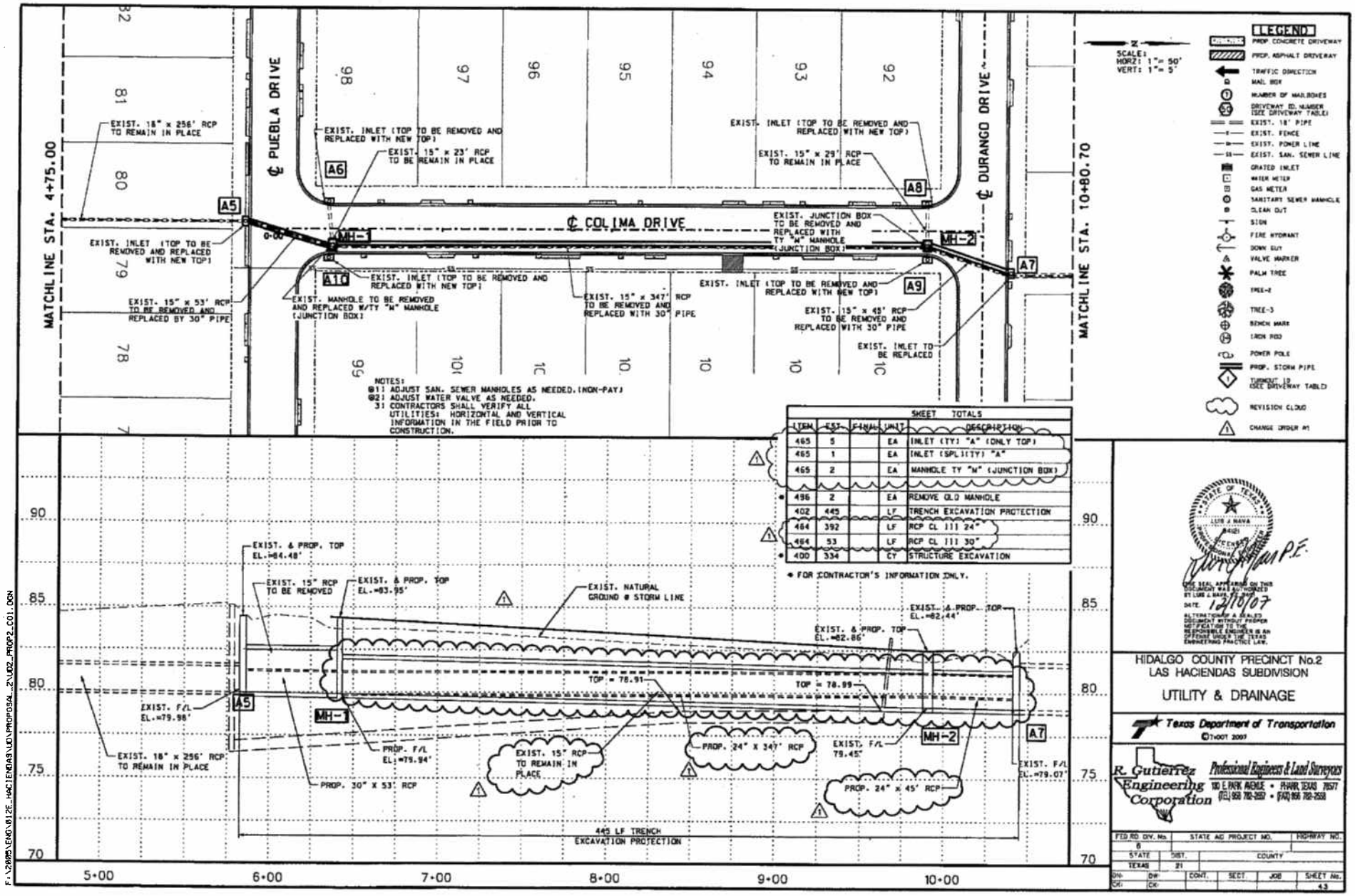
HIDALGO COUNTY PRECINCT No.2
LAS HACIENDAS SUBDIVISION
PROJECT QUANTITIES

Texas Department of Transportation
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R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
100 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 702-2557 • (FAX) 956 702-2558

FED.RD. DIV No.	STATE HD PROJECT NO.		HIGHWAY NO.
6			
STATE	DIST.	COUNTY	
TEXAS	21		
DN:	DW:	CONT.	SECT.	JOB	SHEET No.
CK:	CK:				7

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SHEET TOTALS

ITEM	EST.	FINAL	UNIT	DESCRIPTION
465	5		EA	INLET (TY) "A" (ONLY TOP)
465	1		EA	INLET (SPLITTY) "A"
465	2		EA	MANHOLE TY "M" (JUNCTION BOX)
* 496	2		EA	REMOVE OLD MANHOLE
402	445		LF	TRENCH EXCAVATION PROTECTION
464	392		LF	RCP CL III 24"
464	53		LF	RCP CL III 30"
* 400	534		CY	STRUCTURE EXCAVATION

* FOR CONTRACTOR'S INFORMATION ONLY.

LUIS J. NAVA 84121 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

LUIS J. NAVA, P.E.

THIS SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY LUIS J. NAVA, P.E. 84121

DATE: 12/10/07

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

HIDALGO COUNTY PRECINCT No.2
LAS HACIENDAS SUBDIVISION
UTILITY & DRAINAGE

Texas Department of Transportation
©TxDOT 2007

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2521 • (FAX) 956 782-2558

FED.RD. DIV. No.	STATE AID PROJECT NO.		HIGHWAY NO.
6			
STATE	DIST.	COUNTY	
TEXAS	21		

DN:	DW:	CONT.	SECT.	JOB	SHEET No.
CK:	CK:				4.3

F:\2005\ENGV\812E_HACIENDAS\UDI\PROPOSAL_2\UD2_PROP2_C01.DGN

Laura

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, December 11, 2007 2:18 PM
To: Laura Moya
Cc: Charlie; Rossana Schettino
Subject: Change Order No1 Las Haciendas

Please place on agenda for 18th December 2007

Agapito Vargas Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 17th day of July, 2007, by and between the **CITY OF PHARR, TEXAS** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas:

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

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries, and are desirous that the necessary improvements be done to expand and improve certain streets providing access to various colonias within the City and the County;

WHEREAS, the County is eligible to receive Round II TxDOT monies for the Border Colonia Access Program (the "Border Colonia Program") for eligible roadway improvements to colonias;

WHEREAS, the Border Colonia Program allows for improvement of roads within the corporate limits of the City that are identified and included in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, City and County, through the Border Colonia Program have designated certain drainage and roadwork improvements in La Haciendas Subdivision (the "Work") more particularly described in Exhibit "A";

WHEREAS, the Work qualifies for inclusion in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, County has determined that the County will receive benefit from the Work;

WHEREAS, City and County have agreed to cooperate in performing the Work as further described herein;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

WHEREAS, City, pursuant to Tex. Trans. Code Section 251.012, authorizes County to perform the work described herein.

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

1. The parties agree to perform the Work as further described in this Agreement and Exhibit "A".

2. County, at its sole cost and expense shall, through an independent contractor, contract for the performance of the Work in amounts not to exceed One Hundred and Twelve Thousand Eight Hundred Dollars and 72/100ths ($112,800.72) for street improvements and Twenty-nine Thousand Nine Hundred and Eighty-five Dollars and no/100ths ($29,985.00) for drainage improvements.

3. City agrees to reimburse the County for any non-eligible Border Colonia Program improvements required to complete the Work and to make such reimbursements within fifteen (15) days of receipt of such invoices by City from County.

4. County shall be responsible for all engineering costs and materials testing required for the Work including preparation of the plans, engineering and specifications for the completion of the Work.

5. City shall, at its sole cost and expense, to make any adjustments to utilities which may be necessary for the completion of the Work that lie within the City's corporate limits.

6. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operations around the vicinity of the Work and will use their best efforts to complete the improvements within three hundred and sixty-five (365) days of the execution of this Agreement.

7. Upon completion of the Work described herein, the parties agree the City shall be responsible for the maintenance of the streets and drainage improvements as long as the streets and drainage improvements remain within the city limits and the County shall have no obligation whatsoever for future improvements or maintenance of the project area.

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

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

10. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

11. **Texas Law to Apply**. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City:	City of Pharr
Attention:	City Manager
	P.O. Box 1729
	Pharr, Texas 78577
If to County:	County of Hidalgo
	Attention: J.D. Salinas, III, County Judge
	P.O. Box 758
	Edinburg TX 78540-0758

With Copies to: Commissioner, Precinct Number 2
Hector "Tito" Palacios
301 East State
Pharr, TX 78577

Colonia Access Program
Attention: Agapito Vargas
301 East State
Pharr, TX 78577

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

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

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

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

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

17. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

19. **Governmental Purpose**. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will

pay for such services out of current revenues available to the paying party as herein provided.

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

21. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

THE CITY OF PHARR

Leopoldo "Polo" Palacios Jr.

ATTEST:

Aïda V. Montoya, City Clerk

COUNTY OF HIDALGO

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED BY COMMISSIONERS' COURT
ON: JUN 25 2007

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

By: Stephen Crain

HIDALGO COUNTY PRECINCT NO. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

Jul 4
I gave it

LETTER OF TRANSMITTAL

TO:
PURCHASING DEPARTMENT
ATTENTION:
LAURA R. MOYA

DATE: JULY 19, 2007

FROM: Yoli Cisneros
TITLE: Accounts Payable Clerk

REASON FOR TRANSMITTAL CHECKED BELOW:

[ ] As Requested	[ ] For Approval	[ ] Copy of Letter
[ ] Returned for Corrections	[ ] Approved As Noted	[ ] Review and Comment
[ ] Agenda Items	[X] Hand Delivered	[ ] Other

****

REMARKS:

EXECUTED COPY OF INTERLOCAL COOPERATION AGREEMENT FROM CITY OF PHARR AND THE COUNTY OF HIDALGO FOR BCAP ROUND II PROJECT LAS HACIENDAS SUBDIVISION

301 E. STATE STREET * PHARR, TX 78577 * PH. (956) 787-1891* FAX (956) 787-4683
yoli.cisneros@co.hidalgo.tx.us

Detach here Detach here

HIDALGO COUNTY PRECINCT NO. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

DATE: JULY 19, 2007

TO: PURCHASING DEPARTMENT-LAURA R. MOYA (YOLI CISNEROS-ACCOUNTS PAYABLE)

RE: EXECUTED COPY OF INTERLOCAL AGREEMENT FOR LAS HACIENDAS SUBDIVISION

RECEIVED BY: RECEIVED DATE:

JUL 19 2007
PURCHASING DEPT.
2:53

AI-6910 **18.I.1.**

BCAP PRECINCT NO 2

CC REGULAR

Date: 12/18/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for Payment No 3 in the amount of $121,757.58, from Jimmy Closner & Sons Construction Co., Inc, contracted vendor for South Fork Estates Paving and Drainage Improvements submitted by engineer Hinojosa Engineering Inc. C-CAP-07-010-03-27.

BACKGROUND

Reimbursement request has already been submitted to City of Pharr as per Yoli Cisneros.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-122-683-0-841

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

BUDGETARY IMPACT:

$69,025.00 available in PO # 592005 as of 12/14/07.

Remainder will be paid by the City of Pharr according to interlocal agreement (see attachment) acct. 7-1202-126-30-000-009-0-000 as per Rossana Schettino

Attachments

Link: pymt no 3

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/06/2007 07:44 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 09:28 AM	APRV
3	Erika Reyna	Erika Reyna	12/14/2007 02:16 PM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 04:32 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 04:32 PM	APRV

Form Started By: Laura Moya Started On: 12/05/2007 02:26 PM

Final Approval Date: 12/14/2007

Laura

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Wednesday, December 05, 2007 1:40 PM
To: laura.moya@co.hidalgo.tx.us
Cc: agapito.vargas@co.hidalgo.tx.us; carlos.contreras@co.hidalgo.tx.us
Subject: Request Agenda Items

Please place these items for next week agenda meeting
The p.o. # 592005 is for South Fork Estates
Account #7-1311-431-00-122-683-0-841.
Thanks

APPLICATION FOR PAYMENT NO. 3

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: 11/30/2007

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:		$ 312,591.20
5.	Retainage (per Agreement):		
	10% % of completed Work:	$ 31,259.12	
	0 % of stored material:	$ -	
	Total Retainage:		$ 31,259.12
6.	Total completed and stored to date less retainage (4 minus 5):		$ 281,332.08
7.	Less previous Application for Payments:		$ 159,574.50
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		$ 121,757.58

Accompanying Documentation:

12.05.07

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 12/05/07 Jimmy Closner & Sons.
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 5th day of December, 2007

Mayela G Duque
Notary Public
My Commission expires: 11/21/2009

NOTARY PUBLIC STATE OF TEXAS
Mayela G Duque
My Commission Expires
11/21/2009

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12/05/07 Hinojosa Engineering Inc.
ENGINEER
By:

INVOICE RECEIVED BY:
ON 12/5/07
GOODS/SERVICES RECEIVED BY:
ON 12/5/07

7-1311-431-00-1220-733/734 Lab3 841

Estimate Quantity Update Worksheet
South Fork Estates
Colonia Access Program Project - Precinct No.2
CAP-07-010-0327
Contractor: Jimmy Closner & Sons Construction Co.

						RFP 1			RFP 2			RFP 3		
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)
Roadway														
110	Excavation	7,249	CY	$4.25	$30,808.25	0	0	$0.00	0	0	$0.00	7249	7249	$30,808.25
132	Backfill (TY A) (Embankment)	811	CY	$4.25	$3,446.75	0	0	$0.00	0	0	$0.00	811	811	$3,446.75
247	Flex Base (8")	1,380	CY	$6.00	$11,040.00	0	0	$0.00	0	0	$0.00	1170	1170	$9,360.00
251	Reworking Base Material (DC) (TY D CL2)	1,380	CY	$2.25	$3,105.00	0	0	$0.00	0	0	$0.00	1170	1170	$2,632.50
260	Lime Treatment for Base Course	11,223	SY	$2.75	$30,863.25	0	0	$0.00	0	0	$0.00	10522	10522	$28,935.50
260	Lime (TY A Slurry), (TY B or TY C)	41	TON	$145.00	$5,945.00	0	0	$0.00	0	0	$0.00	41	41	$5,945.00
310	Prime Coat (MC-30)	1,783	GAL	$6.00	$10,698.00	0	0	$0.00	0	0	$0.00	0	0	$0.00
340	AsphaltConcrete Pavement TY "D"	752	SY	$68.00	$51,136.00	0	0	$0.00	0	0	$0.00	0	0	$0.00
502	Barricades, Signs & Traffic Handling	3	MO	$2,500.00	$7,500.00	0	0	$0.00	0	0	$0.00	3	3	$7,500.00
506	Temporary Sediment Control Fence (Install)	500	LF	$4.50	$2,250.00	0	0	$0.00	0	0	$0.00	0	0	$0.00
506	Temporary Sediment Control Fence (Remove)	500	LF	$1.00	$500.00	0	0	$0.00	0	0	$0.00	0	0	$0.00
506	Construction Exits (TY 2) (Install)	275	SY	$6.50	$1,787.50	0	0	$0.00	0	0	$0.00	275	275	$1,787.50
506	Construction Exits (TY 2) (Remove)	275	SY	$2.50	$687.50	0	0	$0.00	0	0	$0.00	0	0	$0.00
530	Turnouts (Asph-Conc-Pav)	548	SY	$8.50	$4,658.00	0	0	$0.00	0	0	$0.00	0	0	$0.00
Drainage														
402	Trench Excavation Protection	787	LF	$5.00	$3,935.00	787	787	$3,935.00	0	787	$0.00	0	787	$0.00
432	Concrete Rip Rap	5	CY	$450.00	$2,025.00	0	0	$0.00	0	0	$0.00	0	0	$0.00
464	RCP CL III (36")	774	LF	$72.00	$55,728.00	774	774	$55,728.00	0	774	$0.00	0	774	$0.00
464	RCP CL III (24")	1,206	LF	$58.00	$69,948.00	0	0	$0.00	1206	1206	$69,948.00	0	1206	$0.00
464	RCP CL III (18")	108	LF	$42.00	$4,536.00	72	72	$3,024.00	36	108	$1,512.00	0	108	$0.00
464	RCP CL III (15")	16	LF	$38.00	$608.00	0	0	$0.00	16	16	$608.00	0	16	$0.00
465	Inlet (TY A)	7	EA	$2,250.00	$15,750.00	1	1	$2,250.00	6	7	$13,500.00	0	7	$0.00
465	Manhole (TY A)	7	EA	$2,800.00	$19,600.00	5	5	$14,000.00	2	7	$5,600.00	0	7	$0.00
467	Safety End Treatment	6	EA	$1,200.00	$7,200.00	2	2	$2,400.00	4	6	$4,800.00	0	6	$0.00
529	Concrete Curb & Gutter	5,574	LF	$8.05	$44,870.70	0	0	$0.00	0	0	$0.00	5574	5574	$44,870.70
530	Driveway (Asph-Conc-Pav)	1,108	SY	$7.00	$7,756.00	0	0	$0.00	0	0	$0.00	0	0	$0.00
				TOTAL	$396,381.95		Totals:	$81,337.00			$95,968.00			$135,286.20
							Roadway:	$0.00			$0.00			$90,415.50
							Drainage:	$81,337.00			$95,968.00			$44,870.70

Totals to Date:

Roadway: $90,415.50
Drainage: $222,175.70
Total: $312,591.20

Prepared and Checked by: Signature: _____
Printed Name: Ricardo Hinojosa, P.E.

Date: 12-05-07

South Fork Estates
Colonia Testing Requirements
Closner Construction Co., L.C.

					SouthFork Estates		
					Wayne Street	Gary Street	Nani Street
MATERIAL	TEST	DESCRIPTION	REQUIRED	REMARKS	CSJ# 1080-683-21	CSJ# 1080-683-21	CSJ# 1080-683-21
FLEX. BASE	Tex-101-E	Prep. Soils and Flex. Base	YES				
	Tex-103-E	Moisture Content	Optional				
	Tex-104-E	Determining Liquid Limit of Soils	YES				
	Tex-105-E	Determining Plastic Limit of Soils	NO				
	Tex-106-E	Calculating Plasticity Index	YES				
	Tex-110-E	Particle Size Analysis	YES				
	Tex-113-E	Moisture Density Relation of Base Materials (Including lime)	YES				
	Tex-118-E	Wet Ball Mill Method	YES				
	Tex-117-E	Triaxial Compression for Base Material (Includes lime)	YES				
	Tex-116-E	In-Place Density	YES				
		Thickness	YES				
LIME	Tex-600-J	Lime Testing Procedure	YES	Required for all flexible bases (Caliche)			
HOT MIX	Tex-207-F	Determining Density of Compacted Bituminous Mixtures	YES				
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	Optional				
	Tex-210-F	Deter, Asph. Content of Bituminous Mixtures by Extraction	YES				
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedures	YES				
	Tex-236-F	Deter, Asph. Content from Asph. Paving Struct. By Ignition Method	Optional				
	Tex-212-E	Determining Moisture Content of Bitumious Mixtures	NO				
	Tex-213-E	Determining Hydrocarbon - Bolatile Content of Bituminous Mixtures	NO				
EMBANKMENTS	Tex-114-E	Laboratory Compaction Charact. & Moist. - Density Relat. Of					
		Subgrade & Embankments Soils	NO				
	Tex-115-E	In-Place Density	NO				
	Texas SDHPT Bulletin C-14		NO				
	ASTM-D-2950.76		NO				
	AASHTO-T-166		NO				

1) Testing for this procedure has been performed and passed.

Prepared and Checked By:

Signature: [signature]
Printed Name: Ricardo Hinojosa, P.E.

Date: 12-05-07

Jimmy Closner & Sons Construction Co., Inc.
P.O. Box 170
Mercedes, TX 78570

Pay Application 3
Date: November 30, 20
From: October 26, 200
To: November 30, 2007

South Fork Estates Roadway Const.-Hidalgo County

				Amount of Contract		Complete to Date	
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL		
1	Excavation	7,249	CY	$ 4.25	$ 30,808.25	7,249	$ 30,808.25
2	Embackment	811	CY	$ 4.25	$ 3,446.75	811	$ 3,446.75
3	Flexible Base (8") (DC)	1,380	CY	$ 8.00	$ 11,040.00	1,170	$ 9,360.00
4	Reworking Base Material (DC) (TY D CL2)	1,380	CY	$ 2.25	$ 3,105.00	1,170	$ 2,632.50
5	Lime Treatment for Base Course	11,223	SY	$ 2.75	$ 30,863.25	10,522	$ 28,935.50
6	Lime (TY A Slurry), (TY B or TY C)	41	TON	$ 145.00	$ 5,945.00	41	$ 5,945.00
7	Prime Coat (MC-30)	1,783	GAL	$ 6.00	$ 10,698.00		$ -
8	Asphalt Concrete Pavement Type "D"	752	TON	$ 68.00	$ 51,136.00		$ -
9	Barricades, Signs & Traffic Handling	3	MO	$ 2,500.00	$ 7,500.00	3	$ 7,500.00
10	Construction Exits (TY 2) (Install)	275	SY	$ 6.50	$ 1,787.50	275	$ 1,787.50
11	Construction Exits (TY 2) (Remove)	275	SY	$ 2.50	$ 687.50		$ -
12	Turnouts (Asphaltic Concrete Pavements)	548	SY	$ 8.50	$ 4,658.00		$ -
13	Temporary Sediment Control Fence (Install)	500	LF	$ 4.50	$ 2,250.00		$ -
14	Temporary Sediment Control Fence (Remove)	500	LF	$ 1.00	$ 500.00		$ -
15	Trench Excavation Protection	787	LF	$ 5.00	$ 3,935.00	787	$ 3,935.00
16	Concrete Rip Rap 5"	4.5	CY	$ 450.00	$ 2,025.00		$ -
17	RCP (CL III) (15")	16	LF	$ 38.00	$ 608.00	16	$ 608.00
18	RCP (CL III) (18")	108	LF	$ 42.00	$ 4,536.00	108	$ 4,536.00
19	RCP (CL III) (24")	1,206	LF	$ 58.00	$ 69,948.00	1206	$ 69,948.00
20	RCP (CL III) (36")	774	LF	$ 72.00	$ 55,728.00	774	$ 55,728.00
21	Inlet (TY. A)	7	EA	$ 2,250.00	$ 15,750.00	7	$ 15,750.00
22	Man Hole (TY A)	7	EA	$ 2,800.00	$ 19,600.00	7	$ 19,600.00
23	Safety End Treatment	6	EA	$ 1,200.00	$ 7,200.00	6	$ 7,200.00
24	Concrete Curb & Gutter	5,574	LF	$ 8.05	$ 44,870.70	5,574	$ 44,870.70
25	Driveways (TY PRB-1) (AC.7) (1")	1,108	SY	$ 7.00	$ 7,756.00		$ -
	Total Bid Amount				$ 396,381.95		$ 312,591.20

Jimmy Closner & Sons Construction

Contract Amount	$ 396,381.95
Change Order Work	$ -
Adjusted Contract Amount	$ 396,381.95
Completed to Date	$ 312,591.20
Less Previous Payments	$ 159,574.50
Less 10% Retainage	$ 31,259.12
Total Due This Invoice	$ 121,757.58

Purchase Order Inquiry - FUINQ01A 02/19/07 10:00 am

PO Number 592005
PO Date 09-25-2007
Requisition No 00118463
Owner MIRAMIREZ
PO Type

Vendor No 274992
Vendor Name JIMMY CLOSNER & SONS CONSTRUCTION CO. INC.
Address P.O. BOX 170
MERCEDES, TX 78570

PO Total **246,330.00**
Payment Total **177,305.00**

Detail | Header | Payment Info | Journals

Line No.	Quantity Ordered	Quantity Received	Description	Unit Price	Amount
1	1		PAVING AND DRAINAGE IMPROVEMETNS FOR CONTRACT AMOUNT (		.00
2	1		DRAINAGE SYSTEM FOR PROJECT	108,385.200	108,385.20
3	1		AID TO OTHER GOVERNMENT FOR PROJECT WITH CITY OF PHARR	137,944.800	137,944.80

Total **246,330.00**

Account Number	Description	Amount	Amount Liq
7-1311-431-00-122-683-0-841	SOUTH FORK ESTATES-AID TO GOVT AGENC	137,944.80	68,919.80
7-1311-431-00-122-683-0-733	SOUTH FORK ESTATES-DRAINAGE DITCHES	108,385.20	108,385.20

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

RECEIVED BY
COUNTY AUDITOR
2007 APR 20 PM 2:21

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

THIS Agreement is made on this the 27th day of February, 2007, by and between the **CITY OF PHARR, TEXAS** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas:

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

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries, and are desirous that the necessary improvements be done to expand and improve certain streets providing access to various colonias within the City and the County;

WHEREAS, the County is eligible to receive Round II TxDOT monies for the Border Colonia Access Program (the "Border Program") for eligible roadway improvements to colonias;

WHEREAS, the Border Program allows for improvement of roads within the corporate limits of the City that are identified and included in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, City and County, through the Border Program have designated Nani Street, Gary Street and Wayne Street (the "Streets") within the City for reconstruction and improvements (the "Work") more particularly described in Exhibit "A";

WHEREAS, the Streets qualify for inclusion in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, County has determined that the County will receive benefit from improvements to the Streets;

WHEREAS, City and County have agreed to cooperate in the improvements to the Streets as further described herein;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

WHEREAS, City, pursuant to Tex. Trans. Code Section 251.012, authorizes County to perform the work described herein.

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

1. The parties agree to make improvements to the Streets as further described in this Agreement and Exhibit "A".

2. County, at its sole cost and expense shall, through an independent contractor, contract for improvements to the Streets in amounts not to exceed One Hundred and Thirty-seven Thousand Nine Hundred and Forty-four Dollars and 80/100ths ($137,944.80) for street improvements and One Hundred and Eight Thousand Three Hundred and Eighty-five Dollars and 20/100ths ($108,385.20) for drainage improvements, (except for utility adjustments described in numbered paragraph 5 herein).

3. City agrees to reimburse the County for any non-eligible Border Program improvements for the Streets and necessary drainage and to make such reimbursements within fifteen (15) days of receipt of such invoices by City from County.

4. County shall be responsible for all engineering costs and materials testing required for the Work including preparation of the plans, specifications and right of way maps for the completion of the Work.

5. City shall, at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Street improvements and that lie within the City's corporate limits.

6. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Roads, and will use their best efforts to complete the improvements within one hundred eighty (180) days of the execution of this Agreement.

7. Upon completion of the Work described herein, the parties agree the City shall be responsible for the maintenance of the Streets as long as the Streets remains within the city limits and the County shall have no obligation whatsoever for future improvements or maintenance of the Streets.

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

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

10. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

11. **Texas Law to Apply**. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City:	City of Pharr
Attention:	City Manager
	P.O. Box 1729
	Pharr, Texas 78577
If to County:	County of Hidalgo
	Attention: Juan D. Salinas, III, County Judge
	P.O. Box 758
	Edinburg TX 78540-0758

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COUNTY AUDITOR
2007 FEB 20 PM 02:25

With Copies to: Commissioner, Precinct Number 2
Hector "Tito" Palacios
301 East State
Pharr, TX 78577

Colonia Access Program
Attention: Agapito Vargas
301 East State
Pharr, TX 78577

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

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

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

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

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

17. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

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

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COUNTY AUDITOR
APR 12 2017 25

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

21. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

THE CITY OF PHARR

Leopoldo "Polo" Palacios Jr., Mayor

ATTEST:

Aida V. Montoya, City Clerk 3-20-07

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COUNTY AUDITOR
2007 APR 20 PM 2 25

COUNTY OF HIDALGO

Juan D. Salinas, III, County Judge

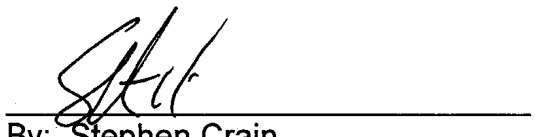
ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED BY COMMISSIONERS' COURT
ON: FEB 27 2007

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.



By: Stephen Crain

RECEIVED BY
COUNTY AUDITOR
2007 APR 20 PM 2 25

AI-7077 **18.I.2.**

BCAP PRECINCT NO 2

CC REGULAR

Date: 12/18/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of payments for invoice #2394 in the amount of $2,851.91 (C-06-251-08-15) and invoice #2395 in the amount of $1,926.44 (C-07-358-09-04) submitted by project engineer R. Gutierrez Engineering Corporation.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

P.O. #591494 for inv. 2394

FISCAL YEAR: **ACCT. #:** 7-1202-431-00-122-006-0-734

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

BUDGETARY IMPACT:

P.O. #593453 on invoice 2395

Attachments

Link: invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 04:37 PM	APRV
2	Budget & Management	Dina Trevino	12/13/2007 08:18 AM	APRV
3	Erika Reyna	Erika Reyna	12/13/2007 09:44 AM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 04:16 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 04:18 PM	APRV

Form Started By: Laura Moya Started On: 12/12/2007 03:51 PM

Final Approval Date: 12/14/2007

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2394
Friday, December 07, 2007

Invoice

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

Project: ENG06.019f Primavera I Subd. Const. Staking (Pct 2)

Project Manager: Ramiro Garza, Jr.
Professional Services for the Period: 08/01/2007 to 11/30/2007

Billing Group: 01 *Phased Fixed Fee*

Construction Staking

Contract #: *C-06-251-08-15 (WA#6)(PO#591494)*

Billing Fee: $28,669.78

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
January 2007	2,592.40	9.04	100.00	2,592.40	2,592.40	0.00
February 2007	2,073.40	7.23	100.00	2,073.40	2,073.40	0.00
March 2007	4,311.67	15.04	100.00	4,311.67	4,311.67	0.00
April 2007	2,893.87	10.09	100.00	2,893.87	2,893.87	0.00
May 2007	7,934.50	27.68	100.00	7,934.50	7,934.50	0.00
June 2007	5,213.82	18.19	100.00	5,213.82	5,213.82	0.00
July 2007	798.21	2.78	100.00	798.21	798.21	0.00
August 2007	2,536.38	8.85	100.00	2,536.38	0.00	2,536.38
September 2007	315.53	1.10	100.00	315.53	0.00	315.53
				Total Phases:		***$2,851.91***

Phase Billing Totals: ***$2,851.91***

591494
7-1202-431-00-122-006-0-841
Req. #117731

Billing Group Subtotal: 2,851.91

Project Totals:

*** ***Total Project Invoice Amount:*** ***$2,851.91***

INVOICE RECEIVED BY: _____ ON 12/11/07
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 12/7/07

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2395
Friday, December 07, 2007

Invoice

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

Project: ENG07.032b Roadrunner No. 2 Subdivision
Construction Staking

Project Manager: Luis Nava
Professional Services for the Period: 10/01/2007 to 11/30/2007

Billing Group: 01 *Phased Fixed Fee*

Construction Staking

Contract #: *C-07-358-09-04 (WA#2)(PO#593453)*

Billing Fee: $1,926.44

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
October 2007	1,485.34	77.10	100.00	1,485.34	0.00	1,485.34
November 2007	441.10	22.90	100.00	441.10	0.00	441.10
				Total Phases:		***$1,926.44***

Phase Billing Totals: ***$1,926.44***

593453
7-1202-431-00-122-006-0-734
Req. #119615

Billing Group Subtotal: 1,926.44

Project Totals:

****** Total Project Invoice Amount:*** ***$1,926.44***

Ramiro Gutierrez
President

INVOICE RECEIVED BY: _____ ON 12/11/07
GOODS/SERVICES RECEIVED BY: _____ ON 12/7/07

AI-6906 **18.J.1.**

BCAP PRECINCT NO 4

CC REGULAR

Date: 12/18/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.4

Information

CAPTION

A. Presentation for consideration, discussion acceptance and approval of Change Order No 1 for Morningside Estates Subdivision C-CAP-07-003-03-13 for material and work adjustments in the amount of $2,586.35 (increase) project engineer is J.E. Saenz & Associates, and contractor is S & G Paving, a Border Colonia Access Program Project(s).
B. Presentation for discussion, consideration, acceptance and approval of Application for Payment Retainage in the amount of $4,698.78, from S & G Paving, contracted vendor for Morningside Estates Subdivision submitted by project engineer J.E. Saenz and Associates. C-CAP-07-003-03-13
C. Requesting approval of Certificate of Construction Completion submitted by project engineer J.E. Saenz & Associates reflecting the completion date of November 7, 2007 for Morningside Subdivision with contractor S & G Paving. C-CAP-07-003-03-13

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 71311431001244820733/734

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

BUDGETARY IMPACT:

Attachments

Link: change order

Link: Retainage and Certificate of completion

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/06/2007 07:40 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 09:27 AM	APRV
3	Erika Reyna	Erika Reyna	12/12/2007 04:08 PM	APRV
4	Laura Moya	Laura Moya	12/12/2007 04:44 PM	APRV
5	Auditor's Office	Linda Fong	12/12/2007 05:41 PM	APRV
6	Laura Moya	Laura Moya	12/14/2007 09:45 AM	APRV
7	Court Administrator	Monica Badillo	12/14/2007 02:06 PM	APRV

Form Started By: Laura Moya

Started On: 12/05/2007 12:47 PM

Final Approval Date: 12/14/2007

Laura Agenda 12/05

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]

Sent: Wednesday, December 05, 2007 12:10 PM

To: Laura Moya

Cc: Janie Alejos; Rossana Schettino; rumaldo.munoz@co.hidalgo.tx.us

Please place this agenda item on CC for Tuesday 11th December 2007
Thanks

Agapito Vargas Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

Hidalgo County
Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Oscar L. Garza, Hidalgo County Precinct 4
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 5 December 2007

Subject: Change Order No. 1 Morningside Estates Subdivision CSJ: 2C1080482

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 11th December 2007.

Precinct No.4 is requesting approval of Change Order No.1 increasing the contract amount by $2,586.35 to a total amount of $46,967.75. Approval will be subject to concurrence from TXDOT.

Account No. 7-1311-431-00-124-482-0-733 & 734. V/for

Please verify that the contract amounts and account numbers are correct.

If you have any questions, please advice.

Thanks,

memo purchasing reg agenda item apv of change order 1 morningside estates dec07

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

CHANGE ORDER NUMBER ONE (1)

PROJECT: MORNINGSIDE SUBDIVISION

DATE OF ISSUANCE: _____ **EFFECTIVE DATE:** _____

OWNER: Hidalgo County Precint #4
OWNER's Contract No.: _____

CONTRACTOR: S&G PAVING **ENGINEER:** J.E. Saenz & Associates

You are directed to make the following changes in the Contract Documents.

Description:

1. ADDITIONAL QUANTITIES NEEDED FOR COMPLETION OF PROJECT
2.
3.
4.
5.
6.

Reason for Change Order:

1. ADDED QUANTITY FQR CURB AND GUTTER INSTALL
2. ADDED 2 SPILLWAYS
3. ADDED EN1 FOR SUBGRADE AND FLEXBASE
4.
5.
6.
7
8

Attachments:

Change in Contract Price:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 44,381.40	Original Contract Time for Substantial Completion: 30 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 44,381.40	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase (decrease) of this Change Order $ 2,586.35	Net Increase (decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 46,967.75 — Net % increase (decrease) from original contract price. 5.80 %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: 11/27/07	Date: _____	Date: 12-5-07

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 4
MORNINGSIDE SUBDIVISION
BID NUMBER: CAP-07-001-02-07, CSJ-2C1080-482

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
(905) ROADWAY									
100	3.87	3.87	Sta.	PREP ROW	$ 500.00	$ 500.00	$ 1,935.00	0.00	1,935.00
152	291	291	Ton	6" ROAD GRADER WORK SUBGRADE	$ 6.00	$ 6.00	$ 1,746.00	0.00	1,746.00
247	187	287	CY	FLEX BASE	$ 25.00	$ 25.00	$ 4,675.00	2,500.00	7,175.00
262	7	0	Ton	LIME TRT FOR BS CRS	$ 175.00	$ 175.00	$ 1,225.00	(1,225.00)	0.00
275	6	0	Ton	CEMENT FOR SUBGRADE	$ 250.00	$ 250.00	$ 1,500.00	(1,500.00)	0.00
310	206	206	Gal	ASPH MATERIAL MC-30	$ 3.00	$ 3.00	$ 618.00	0.00	618.00
340	1,029	1,029	SY	1 1/2" ASPH CONCT TYPE D	$ 7.00	$ 7.00	$ 7,203.00	0.00	7,203.00
500	1	1	LS	MOBILIZATION	$ 6,000.00	$ 6,000.00	$ 6,000.00	0.00	6,000.00
502	1	1	MON	BARRICADES, SIGNS AND TRAFFIC HANDLE	$ 2,000.00	$ 2,000.00	$ 2,000.00	0.00	2,000.00
529	0	860	LF	CONC CURB AND GUTTER (INSTALL)	$ 8.50	$ 8.50	$ -	7,310.00	7,310.00
529	0	0	LF	CONC CURB AND GUTTER (REMOVE)	$ -	$ -	$ -	0.00	0.00
530	1	1	EA	TURNOUTS	$ 400.00	$ 400.00	$ 400.00	0.00	400.00
5249	56	0	LF	TEMP SEDMT CONY FENCE (INSTALL)	$ 8.00	$ 8.00	$ 448.00	(448.00)	0.00
5249	56	0	LF	TEMP SEDMT CONY FENCE (REMOVE)	$ 6.00	$ 6.00	$ 336.00	(336.00)	0.00
					Total Roadway :		**$ 28,086.00**	**$ 6,301.00**	**$ 34,387.00**
(906) DRAINAGE									
402	0	0	LF	TRENCE EXCAVATION PROTECTION	$ -	$ -	$ -	0.00	0.00
464	362	362	SY	DRIVEWAYS	$ 17.00	$ 17.00	$ 6,154.00	0.00	6,154.00
464	397	397	SY	FLEX BASE	$ 6.20	$ 6.20	$ 2,461.40	0.00	2,461.40
464	320	0	LF	RC PIPE (CLIII)(15")	$ 24.00	$ 24.00	$ 7,680.00	(7,680.00)	0.00
464	0	0	LF	RC PIPE (CLIII)(18")	$ 32.00	$ 32.00	$ -	0.00	0.00
464	0	0	LF	RC PIPE (CLIII)(24")	$ 40.00	$ 40.00	$ -	0.00	0.00
465	0	0	EA	INLET COMPL TYPE A INSTALL	$ -	$ -	$ -	0.00	0.00
465	0	0	EA	INLET COMPL TYPE A REMOVE	$ -	$ -	$ -	0.00	0.00
465	0	0	EA	SAFETY END TREATMENT	$ 450.00	$ 450.00	$ -	0.00	0.00
465	0	1,245	SY	ENI FOR SUBGRADE	$ 1.50	$ 1.50	$ -	1,867.50	1,867.50
465	0	1,131.9	SY	ENI FOR FLEXBASE	$ 1.50	$ 1.50	$ -	1,697.85	1,697.85
465	0.00	2.00	EA	SPILLWAYS FOR DITCH	$ 200.00	$ 200.00	$ -	400.00	400.00
					Total Drainage :		**$ 16,295.40**	**$ (3,714.65)**	**$ 12,580.75**
				TOTAL BASE AMOUNTS:			**$ 44,381.40**	**$ 2,586.35**	**$ 46,967.75**

S & G PAVING CO.
PO BOX 279 MISSION TX 78573

Morningside Subdivision
Estimate #1 and Final

ROADWAY	QUANTITY	UNIT	UNIT PRICE	TOTAL	QUANTITY COMPLETE	AMOUNT TO DATE
prep row	3.87	sta	$ 500.00	$ 1,935.00	3.87	$ 1,935.00
6" road grade	291	tons	$ 6.00	$ 1,748.00	291.00	$ 1,746.00
base caliche pit	187	tons	$ 25.00	$ 4,675.00	287.00	$ 7,175.00
lime base	7	tons	$ 175.00	$ 1,225.00		$ -
hot mix	1029	sy	$ 7.00	$ 7,203.00	1029.00	$ 7,203.00
prime	206	gal	$ 3.00	$ 618.00	206.00	$ 618.00
mobilization	1	ls	$ 6,000.00	$ 6,000.00	1.00	$ 6,000.00
barricades	1	mo	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00
turnout asph	1	EA	$ 400.00	$ 400.00	1.00	$ 400.00
cement treatment	6	tons	$ 250.00	$ 1,500.00		$ -
drvwys	362	sy	$ 17.00	$ 6,154.00	362.00	$ 6,154.00
flex base	397	sy	$ 6.20	$ 2,461.40	397.00	$ 2,461.40
drvwys		sy	$ 17.00	$ -		$ -
15" rcp	320	lf	$ 24.00	$ 7,680.00		$ -
18" rcp	0	lf	$ 32.00	$ -		$ -
24" rcp	0	lf	$ 40.00	$ -		$ -
48"	0	lf	$ 80.00	$ -		$ -
temp sedmn inst	56	LF	$ 8.00	$ 448.00	0.00	$ -
temp sedmn removed	56	lf	$ 6.00	$ 336.00	0.00	$ -
safety end treatment	0	EA	$ 450.00	$ -	0.00	$ -
extra						
curb and gutte		lf	$ 8.50	$ -	860.00	$ 7,310.00
en-1 for subgrade		sy	$ 1.50		1245.00	$ 1,867.50
en-1 for flex base		sy	$ 1.50		1131.90	$ 1,697.85
spillways for ditch		ea	$ 200.00		2.00	$ 400.00
			$ 44,381.40			$ 46,967.75

11-9-07
Eddie Salinas Vice-President

Original Amount		$ 44,381.40
c/o#1		2,586.35
Amount to Date		$ 46,967.75
Due to Date		$ 46,967.75
Previous payment		0
Balance due		**$ 46,967.75**

Purchase Order Inquiry - FUINQ01A 02/19/07 10:00 am

PO Number 595193
PO Date 11-28-2007
Requisition No 00119852
Owner RMUNOZ
PO Type

Vendor No 258962
Vendor Name S & G PAVING CO. INC.
Address P. O. BOX 279
MISSION, TX 78573

PO Total **44,381.40**
Payment Total

Detail | Header | Payment Info | Journals

Line No.	Quantity Ordered	Quantity Received	Description	Unit Price	Amount
1	1		CONSTRUCTION OF ROAD AT MORNINGSIDE ESTATES CSJ: 2C10804	30,547.400	30,547.40
2	1		DRAINAGE IMPROVEMENTS AT MORNINGSIDE ESTATES CSJ: 2C1080	13,834.000	13,834.00

Total **44,381.40**

Account Number	Description	Amount	Amount Liq
7-1311-431-00-124-482-0-734	MORNING SIDE ESTATES-SUBDIVISION STREE	30,547.40	.00
7-1311-431-00-124-482-0-733	MORNING SIDE ESTATES-DRAINAGE DITCHES	13,834.00	.00

Hidalgo County
Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Oscar L. Garza, Hidalgo County Precinct 4
Rumaldo Munoz, Account Payable Clerk Precinct 4
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 12 December 2007

Subject: Request for Payment Application No.1 (Final) and Payment Application (Retainage) – Morningside Estates CSJ: 2C1080482

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 18th December 2008.

- ~~Precinct 4 is requesting approval to pay Application for Payment No.1 (Final) for the above-referenced Round II CAP Project in the amount of $42,270.97~~ and Application for Payment (Retainage) in the amount of $4,696.78. The contractor is S & G Paving and the project is carried by J. E. Saenz and Associates.

- Approval of Certification of Completion for the above-referenced project.

The Account Number for this project is 7-1311-431-00-124-482-0-733 & 734.

Please insure that the account numbers and contract numbers are correct.

P.S. A transfer for $2,586.35 has been requested to be approved by CC on Tuesday 18th December 2007.

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

APPLICATION FOR PAYMENT NO. 1 (RETAINAGE)

To: Hidalgo County Precinct #4 (OWNER)
From: S&G PAVING (CONTRACTOR)
Contract: ~~C-CAP-07-001-02-07~~, CSJ-2C1080-482 CAP 07003-03-13
Project: BORDER COLONIA ACCESS PROJECT - MORNINGSIDE ESTATES
OWNER's Contract No. C-CAP-07-001-02-07, (ENGINEER's Project No. ENG. 04 033
For Work accomplished through the date of: 11/9/2007

1.	Original Contract Price:		$ 44,381.40
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 2,586.35
3.	Current Contract Price (1 plus 2):		$ 46,967.75
4.	Total completed and stored to date:		$ 46,967.75
5.	Retainage (per Agreement):		
	10 % of completed Work:	$ -	
	% of stored material:	$ -	
	Total Retainage:		$ -
6.	Total completed and stored to date less retainage (4 minus 5):		$ 46,967.75
7.	Less previous Application for Payments:		$ 42,270.98
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		$ 4,696.78

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 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 12-7-07 S&G Paving Co.
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 7th day of December 2007

Irma Rodriguez
Notary Public
My Commission expires: 5/10/2009

IRMA RODRIGUEZ
MY COMMISSION EXPIRES
May 10, 2009

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12-7-07 J E Saenz & Associates
ENGINEER
By:

S&G Paving	Contractor Name
3-Oct-07	Starting Date
1-Jan-08	Project Ending Date
5%	Retainage Percent

Application No.:	1
Application Date:	19-Nov-07
Period To:	9-Nov-07
Engineer Firm	J.E. Saenz & Associates

Summary

CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	First Month	Second Month	Third Month	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
2C1080-482	Morningside Estates	$ 44,381.40	$ 46,967.75	$ 46,967.75	$ -	$ -	$ 46,967.75	$ -	$ -	$ 46,967.75	$ 42,270.98	$ 4,696.78
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	$ 44,381.40	$ 46,967.75	$ 46,967.75	$ -	$ -	$ 46,967.75	$ -	$ -	$ 46,967.75	$ 42,270.98	$ 4,696.78

Estimate Quantity Update Worksheet

Date: 19-Nov-07

Colonia: Morningside Estates
Roadway: Morningside Estates
Control:
Project No: 2C1060-462
County: Hidalgo
Est. No:

Contractor: S&G Paving
Contract Price: $44,361.40
Work Done this Mo.
% Complete: 100.00%

Date Began: 3-Oct-07
Contract Time:
Time Charged:
% Time Used:

Work Type: Paving and Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	3.87	$500.00	$1,935.00	3.87	4	$1,935.00		0	$0.00		0	$0.00
110	BACKFILL (TY A)	Sta		$0.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
152	6" ROAD GRADER WORK (DENS CONT.) SUBGRADE	TON	291	$6.00	$1,746.00	291	291	$1,746.00		0	$0.00		0	$0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	C.Y.	187	$25.00	$4,675.00	287	287	$7,175.00		0	$0.00		0	$0.00
247	FLEX BASE CALICHE	SY	397	$6.20	$2,461.40	397	397.000	$2,461.40		0	$0.00		0	$0.00
260	LIME (TY A SLURRY) OR (TY B)	TON		$0.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
260	LIME TREAT SUBGR (DC)(12")	SY		$0.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
262	LIME (TY A SLURRY) OR (TY B)	TON		$0.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	TON	7	$175.00	$1,225.00	0	0	$0.00		0	$0.00		0	$0.00
262	ENI FOR BASE	S.Y.		$1.50	$0.00	1245	1245.000	$1,867.50		0	$0.00		0	$0.00
262	ENI FOR FLEXBASE	S.Y.		$1.50	$0.00	1131.90	1131.900	$1,697.85		0	$0.00		0	$0.00
275	CEMENT FOR SUBGRADE (ROAD MIXED)	TON	6	$250.00	$1,500.00	0	0	$0.00		0	$0.00		0	$0.00
310	ASPH MATRL (MC-30)	GAL	206	$3.00	$618.00	206	206.000	$618.00		0	$0.00		0	$0.00
340	1 1/2" ASPH CONC TY D	S.Y.	1029	$7.00	$7,203.00	1029	1029.000	$7,203.00		0	$0.00		0	$0.00
500	MOBILIZATION	LS	1	$6,000.00	$6,000.00	1.00	1.0	$6,000.00		0	$0.00		0	$0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1	$2,000.00	$2,000.00	1.00	1.0	$2,000.00		0	$0.00		0	$0.00
529	CONC CURB AND GUTTER (TY A)(INSTALL)	LF	0	$8.50	$0.00	860	860.000	$7,310.00		0	$0.00		0	$0.00
529	CONC CURB AND GUTTER (TY A)(REMOVE)	LF	0	$2.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
530	TURNOUTS (ASPH CONC PAV)	EA	1	$400.00	$400.00	1	1.000	$400.00		0	$0.00		0	$0.00
530	DRIVEWAYS (ASPH CONC PAV)	SY	362	$17.00	$6,154.00	362	362	$6,154.00		0	$0.00		0	$0.00
644	SMALL RDSD SGN ASSM (TY A)	EA		$0.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
644	SMALL RDSD SGN ASSM (TY F)	EA		$0.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
658	DEL ASM TY A (D-SY)	EA		$0.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF		$0.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF		$0.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA		$0.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
3146	HOT MIX (TY D)	TON		$0.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
5249	TEMP SEDMT CONT FENCE (INSTALL)	LF	68	$8.00	$448.00	0	0	$0.00		0	$0.00		0	$0.00
5249	TEMP SEDMT CONT FENCE (REMOVE)	LF	56	$6.00	$336.00	0	0	$0.00		0	$0.00		0	$0.00
	(906) DRAINAGE													
402	TRENCH EXCAVATION PROTECTION	LF	0	$3.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
464	RC PIPE (CL III)(15")	LF	320	$24.00	$7,680.00	0	0	$0.00		0	$0.00		0	$0.00
464	RC PIPE (CL III)(18")	LF	0	$30.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
464	RC PIPE (CL III)(18") REMOVE	LF	0	$10.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
464	RC PIPE (CL III)(24")	LF	0	$38.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
465	INLET (COMPL)(TY A) INSTALL	EA	0	$2,300.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
465	INLET (COMPL)(TY A) REMOVE	EA	0	$800.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
465	INLET (COMPL)(TY C)	EA		$0.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
465	MANH (COMPL)(TYM)	EA	0	$2,900.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
465	INLET EXT.	EA		$0.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
467	SET (TY II)(RCP)(1:6)	EA		$450.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
467	SET (TY II)(24")(RCP)(1:6)	EA		$0.00	$0.00	0	0	$0.00		0	$0.00		0	$0.00
467	SPILLWAYS FOR DITCH	EA		$2.00	$0.00	200	200.000	$400.00		0	$0.00		0	$0.00

Monthly Totals:	$48,967.75	$0.00	$0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (903):	$48,567.75	$0.00	$0.00
Drainage (904):	$400.00	$0.00	$0.00

Total to Date

Roadway (903):	$48,567.75
Drainage (904):	$400.00
Total	$48,967.75

Prepared and Checked By:

Signature:
Printed Name:

Date: 12-2-07

CERTIFICATE OF CONTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 7 DAY OF NOVEMBER A FINAL INSPECION was made of the project herein described.

CONTRACT

DATE: March 13, 2007
OWNER: Hidalgo County Precinct #4
CONSTRUCTION CONTRACTOR: S&G Paving
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Morningside Estates

CONTRACT NO.: CAP 071020207
Located in or near the City/Pct. Of Edinburg , Hidalgo County Precinct #4

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$44,381.40
Present Amount of Contract	$46,967.75
Total Amount of earned to Date	$46,967.75
Less: previous payments	$0.00
Balance	$46,967.75
Authorized deductions	
AMOUNT OF FINAL PAYMENT	$46,967.75

6. That the final payment in the amount of Forty-Six Thousand Nine Hundred Sixty-Seven Dollars and Seventy – Five Cents is now due and payable.

Engineer's Signature

CONCURRED BY:

S&G Paving
Contractor's Name

By: Eddie Sykes

Title: Vice President

CONCURRED BY:

City/Precinct

By: _____

Title: _____

AI-6992 **18.K.1.**

Steam Clean Exhaust and Servicing the Automatic Fire Suppression System

CC REGULAR

Date: 12/18/2007
Submitted By: Roli Flores, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority to award (from solicited sealed quotes) and approval of contract for "Steam Clean Exhaust and Servicing the Automatic Fire Suppression System" to sole quote meeting all specification and/or requirements for a one (1) term but in no event to exceed the statutory bid limit of $25,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-423-21-280-002-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $8,893.82 as of 12/13/07. Original budget in 2007 was $80,000.00 (presume similar funding in 2008).

Attachments

Link: back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/13/2007 08:50 AM	APRV
2	Budget & Management	Dina Trevino	12/13/2007 08:59 AM	APRV
3	Dale Kennan	Dale Kennan	12/13/2007 11:22 AM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 03:54 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 04:18 PM	APRV

Form Started By: Roli Flores Started On: 12/11/2007 09:05 AM

Final Approval Date: 12/14/2007

HIDALGO COUNTY PURCHASING DEPARTMENT
QUOTE TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

QUOTE DUE DATE : DECEMBER 11, 2007 | **QUOTE OPENING TIME: 9:30A.M.**

DESCRIPTION OF BID: "STEAM CLEAN EXHAUST VENTILATION & SERVICE THE AUTOMATIC FIRE SUPPRESSION SYSTEM"

RFSQ NO: 07-456-12-11-ROL

COMPANY NAME	STEAM CLEAN EXHAUST/VENT SYSTEM	SERVICE THE AUTOMATIC FIRE SUPERSESSION SYSTEM	TOTAL QUOTE PRICE FOR TWO (2) SERVICES PER YEAR
ARGUS SECURITY SYSTEM INC.	$2,700.00 For Two Services	$470.00 For Two Services	$3,170.00
PROFESSIONAL KITCHEN SERVICES			No Quote Submitted
STEPCO RESTAURANT SUPPLY			No Quote Submitted

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/SEALED QUOTE PACKETS

IBF-RFP-RFQ-RFI

RFSQ DUE DATE: DECEMBER 11, 2007 **QUOTE OPENING TIME:** 9:30 A.M.

DEPARTMENT/QUOTE DESCRIPTION: "HIDALGO COUNTY SHERIFF'S OFFICE-"STEAM CLEAN EXHAUST VENTILATION & SERVICE THE AUTOMATIC FIRE SUPPRESSION SYSTEM"

NAME OF VENDOR: COMPANY/FIRM	QUOTE REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
Argus Security System	Mail	R Flores	12-6-07	314 Ash Ave Mcallen Tx 78501
Professional Kitchen Services	Mail	R Flores	12-6-07	203 E. Us Hwy. 83 Weslaco Tx
Stepco Restraunt Supply	Mail	R Flores	12-6-07	806 W. Harrison Harlingen Tx.

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

Rolando.Flores

From: Juan.Tapia@hidalgoso.org
Sent: Wednesday, December 12, 2007 3:47 PM
To: Rolando.Flores
Cc: frank.dehoyos@hidalgoso.org
Subject: Re: 07-456 REQUEST FOR RECOMMENDATION BACK UP.pdf

ROLI
We recommend to please go ahead with sole bidder for our project RFSQ No. 07-456-12-11 Steam Clean Exhaust Ventilation and Service the Automatic Fire Suppression. Thanks Juan

"Rolando.Flores" <Rolando.Flores@co.hidalgo.tx.us>

12/11/2007 02:23 PM

To <Juan.Tapia@hidalgoso.org>
cc
bcc
Subject REQUEST FOR RECOMMENDATION BACK UP.pdf

Good Afternoon Mr. Tapia, this email serves as a request for recommendation from the Hidalgo County Sheriff's Office for the attached project. Please respond by no later than Wednesday, December 12, 2007 by 10:00 A.M. Thanks in advance Rolando Flores [attachment "REQUEST FOR RECOMMENDATION BACK UP.pdf" deleted by Juan Tapia/HCSO]

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE - "STEAM CLEAN EXHAUST VENTILATION AND SERVICE THE AUTOMATIC FIRE SUPPRESSION SYSTEM"

RFSQ NO: 07-456-12-11-ROL

SPECIFICATIONS

PROJECT OVERVIEW:

Hidalgo County is Requesting Sealed Quotes (RFSQ) to contract with a qualified vendor on an as needed basis to "Steam Clean Exhaust Ventilation & Service the Automatic Fire Suppression System including, but not limited to, the following:

General Scope of Services

1. FOUR (4) EXHAUST SYSTEM: STEAM CLEAN EXHAUST FANS, EXHAUST DUCTS, GREASE FILTERS AND FOUR EXHAUST HOODS.
2. FIRE SUPPRESSION SYSTEM: INSPECTION OF MULTIPLE ANSEL FIRE SUPPRESSION SYSTEM (SEVEN (7) TANK SYSTEM) REPLACE FUSIBLE LINKS, REPLACE RUBBER BLOW OFF CAPS, REPLACE GLASS BREAK RODS.
3. QUOTE WILL BE FOR TWO (2) SERVICES PER YEAR FOR BOTH SERVICES MENTIONED.

Requirement, Terms & Conditions

1. PARTICIPANTS WILL MAKE ARANGEMENTS WITH THE HIDALGO COUNTY SHERIFF'S OFFICE TO VIEW AND INSPECT THE REFERNCED EQUIPMENT711 EL CIBOLO ROAD IN EDINBURG TEXAS. YOUR CONTACT PERSON WILL BE JUAN TAPIA, SPECIAL PROJECTS/PROCUREMENT SPECIALIST AT 956 393-6019.
2. ALL WORK PREFORMED WILL BE IN COMPLIANCE OF THE N.F.P.A. 96 NATIONAL AND STATE FIRE CODES.
3. ALL WORK WILL HAVE TO BE EXECUTED MONDAY THRU FRIDAY BETWEEN SEVEN (7) PM THROUGH THREE (3) AM.
4. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF (BIDS, PROPOSALS AND/OR QUOTES) SHALL BE THE RESPONSIBILITY OF THE PARTICIPANT AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.
5. THE TERM OF THE CONTRACT WILL BE FOR A PERIOD OF ONE (1) YEAR, BUT NOT TO EXCEED THE $25,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR) WITH THE COUNTY'S OPTION TO EXTEND THE CONTRACT FOR TWO (2) ADDITIONAL ONE YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.

6. HIDALGO COUNTY RESERVES THE RIGHT TO CONTINUE THIS QUOTE FOR AN ADDITIONAL SIXTY (60) DAY GRACE PERIOD AT THE END OF THE CONTRACT TERM FOR UNFORSEEN DELAY IN AWARD OF NEW QUOTE FOR NEXT CONTRACT TERM.

7 VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF FIVE (5) YEARS.

8. A LIST OF A MINIMUM OF FIVE (5) CURRENT REFERENCES MUST BE SUBMITTED WITH YOUR QUOTE. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

a). CONTACT PERSON
b). PHONE NUMBER

10. THE SUCCESSFUL PARTICIPANT WILL MAINTAIN ALL INSURANCES AND ITS LIMITS THROUGH OUT THE CONTRACT TERM, AS DESCRIBED AND LISTED IN: EXHIBIT "C" INSURANCE REQUIREMENTS.

11. IF AT ANY TIME IT APPEARS THAT HIDALGO COUNTY WILL EXCEED $25,000.00 WITHIN THE FISCAL YEAR, ALL SERVICES WILL BE SUSPENDED UNTIL A CONTRACT IS OBTAINED THROUGH THE HIDALGO COUNTY BIDDING PROCESS.

14. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND FAX BACK **(NO QUOTE)**.

EXHIBIT "B"
VENDOR'S QUOTE

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE - "STEAM CLEAN EXHAUST VENTILATION AND SERVICE THE AUTOMATIC FIRE SUPPRESSION SYSTEM"

RFSQ NO: 07-456-12-11-ROL

BID PAGE

A. Steam Clean Exhaust Ventilation System

1. Total for two (2) service $ 2700.00

B. Service the Automatic Fire Suppression System

2. Total for two (2) service $ 470.00

$6.00 9-volt battery
$8.50 per link
$5.50 breakrod
$2.00 Rubber blow-off caps.

VENDOR COMPANY NAME: Argus Security Systems

ADDRESS: 314 Ash. Ave.

CITY/STATE/ZIP CODE: McAllen Tx 78501

PHONE NUMBER: (956) 682-6344 ext. 236

CELLULAR & PAGER NUMBERS: (956) 874-4050

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Rene DeLeon

TITLE: Suppression Supervisor

DATE: 12/7/07

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-456-12-18

THIS CONTRACT is made and entered into this **18th** day of **December, 2007** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Steam Clean Exhaust Ventilation and Service the Automatic Fire Suppression System** " (the "Services"); and

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

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

DRAFT

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or

his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **Juanuary 1, 2008** and ending on **December 31, 2008**. and may be extended at the sole discretion of County for an additional one (1) year term under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

DRAFT

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services. 6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at

this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

DRAFT

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

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

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

If to Company

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

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2007.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:

DRAFT

By:_____
Printed Name:_____
Title:_____

Approved by Commissioners' Court on

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

AI-7042 **18.K.2.**

HCSO-Extensions-Contract Nos.-C-06-389-12-05, C-06-303-11-14 & E06-451-12-12

CC REGULAR

Date: 12/18/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

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Information

CAPTION

A. Requesting authority to exercise the additional one (1) year term extension as provided in current contract for: "Mobile X-Ray Services" for the Hidalgo County Adult Detention Facility, under the same rates, terms and conditions with SOUTH TEXAS MOBILE X-RAY SERVICES - Effective: 01/01/08 - 12/31/08
B. Requesting authority to exercise the second (2nd) year of the additional two (2) one (1) year term extension as provided in current contract for:"Repairs, Installation and Removal of Communication & Radio Tower Miscellaneous Equipment" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with SOUTH TEXAS COMMUNICATIONS, INC.- Effective: 01/01/08 - 12/31/08
C. Requesting authority to exercise the sixty (60) day grace period extension with Diversified Integrated Systems Inc. in connection with the current Contract# C-06-389-12-05- "Service & Maintenance to the Adult Detention Electronic System" for Hidalgo County Sheriff s Office while procurement process is completed. Effective Date: 01/01/08-03/01/08 or upon new award of bid (which ever comes first).

BACKGROUND

Letter of Extension-South Texas Mobile X-Ray Services
Letter of Extension-South Texas Communications, Inc.
Letter of Extension-Diversified Integrated System Inc.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-423-21-280-002-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in PO #581078 as of 12-13-07 $33,045.00 for Diversified Integrated Systems Group.
Available acct balance as of 12-13-07 $8,893.82.

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

Amount available in PO #592547 $583.53 for South Texas Communications, Inc as of 12-13-07.
Available acct balance as of 12-13-07 $20,436.34.

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Available acct balance as of 12-13-07 $80,263.91.

Attachments

Link: Letter of Extension-South Texas Communications

Link: Letter of Extension-South Tx Mobile X-Rays

Link: HCSO-Approval of Extensions

Link: Letter of Extension-60day-Diversified Integrated Systems

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 05:35 PM	APRV
2	Budget & Management	Dina Trevino	12/13/2007 08:03 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/13/2007 08:25 AM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 05:20 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:32 PM	APRV

Form Started By: Letty Saenz Started On: 12/12/2007 11:12 AM

Final Approval Date: 12/14/2007

PURCHASING DEPARTMENT
County Of Hidalgo

December 12, 2007

James L. Ewing, Vice President
South Texas Communications, Inc.
709 East Pecan
McAllen, Texas 78501

Via Fax (956) 687-1735

Re: ***E-06-451-12-12- "Repairs, Installation and Removal of Communication & Radio Tower Miscellaneous Equipment"***

Dear Mr. Ewing:

Commissioners' Court will take applicable action (Tuesday, December 18, 2007) in connection with the Hidalgo County's option to extend/renew for the **(second 2nd year)** of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 12, 2007, 2:00 p.m., via facsimile to (956) 956-318-2629.

By: Debbie A. Ewing Date: 12-12-07

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

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

December 12, 2007

Daniel Longoria, Owner/Partner/Administrator
823 Quail Hollow
Weslaco, Texas 78596

Via Fax (956) 447-9733
Via E-mail stmxrays@yahoo.com

Re: *C-06-303-11-14- "Mobile X-Ray Services"*

Dear Mr. Longoria:

Commissioners' Court will take applicable action (Tuesday, December 18, 2007) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 12, 2007, 2:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: Dec. 12, 2007

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

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Honorable Guadalupe Trevino, Sheriff — Via E-mail amartinez@hidalgoso.org
c/o **Anacleto Martinez, Chief Deputy** — Via Fax (956) 393-6179
Hidalgo County Sheriff's Department

FROM: Leticia Saenz, CPPB, Contracts Manager
Hidalgo County Purchasing Department

DATE: December 12, 2007

RE: ***NOTICE OF INTENT TO EXTEND VARIOUS CONTRACTS FOR HIDALGO COUNTY SHERIFF'S OFFICE***

Chief Martinez, please be advised that I have placed the following contracts for approval of extensions on the next Commissioner's Court meeting of Tuesday, December 18, 2007 as follows:

Contract Nos.	Awarded Vendors	Title of Project	Current Contract Expiration Date	Extension Options Commencement/Expiration
C-06-389-12-05	DIVERSITECH INTEGRATED SYSTEMS INC. Re bid	Service & Maintenance to the Adult Detention Electronic System	01/01/2007 -12/31/2007	Exercising the 1st Year of the addt'l three (3)one (1) year term extension 01/01/08-12/31/08
C-05-303-11-14	SOUTH TEXAS MOBILE X-RAY OK	Mobile X-Ray Services	01/01/2007-12/31/2007	Exercising the addt'l one (1) year term extension 01/01/08-12/31/08
E-05-451-12-12	SOUTH TEXAS COMMUNICATIONS, INC. OK	Repairs, Installation and Removal of Communication & Radio Tower Misc. Equipment	01/01/2007-12/31/2007	Exercising the 2nd Year of the addt'l two (2)one (1) year term extension 01/01/08-12/31/08

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services or proceed with rebidding for said services.

Provided under the current contracts, Hidalgo County Commissioners' Court has the option to exercise the additional one (1) year term as specified under the same rates, terms, and conditions for the above mentioned contracts.

Please acknowledge receipt and approval to exercise this **"option"** for the contracts specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to lettysaenz@yahoo.com by no later than **3:00 p.m. on Wednesday, December 12, 2007** in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES ✓ I do wish to obtain the one (1) year period extension.
NO ___ I do not wish to obtain the one (1) year period extension.

If answer is no, please explain: Plse Re-bid Contract C-06-389-12-05 Extend C-05-303-11-14, E-05-451-12-12

Hidalgo County Sheriff's Office Authorized Signature: _____ **Date:** 12-12-07

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: Juan Tapia, Procurement Specialist — Via e-mail juan.tapia@hidalgoso.org

File

PURCHASING DEPARTMENT
County Of Hidalgo

December 12, 2007

Larry Branam, Owner
Diversified Integrated Systems, In.c
14500 Blanco Road #311
San Antonio, Texas 785216

Via Fax (904) 751-9769

Re: C-06-389-12-05 - "Service and Maintenance to the Adult Detention Electronic System"

Dear Mr. Branam:

This notice is in reference to your company's contract with Hidalgo County which expires on the 31st day of December 31, 2007, for "Service and Maintenance to the Adult Detention Electronic System".

County Commissioners' will discuss, consider and take action in connection with Hidalgo County's option to exercise a sixty (60) day grace period extension as provided in the contract on Tuesday, December 18, 2007

Your continuous contractual services with Hidalgo County is appreciated and should you have any questions or require additional information please do no hesitate to call me at (956) 318-2626.

Sincerely,

Leticia H. Saenz, Contracts Mgr.
Hidalgo County Purchasing Department

12/12/7

LA QUINTA INN 637 Fax:9047516960 Dec 12 2007 18:24 P.01

AI-7009 **18.L.1.**

Independent Audit Services
CC REGULAR

Date: 12/18/2007
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

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Information

CAPTION

Pursuant to "no action" taken at Commissioners Court on 12/11/07, for RFQ NO: 2007-422-11-21-VYG-Hidalgo County Juvenile Probation-Independent Audit Services, presentation for discussion, consideration and applicable action including but not limited to the following:

A) Acceptance and scoring grid presented on 12-11-07 for the purposes of ranking; or in the alternative;

B) Assignment/Designation of a new scoring committee and/or additional graders (to compliment those existing grade scores) for RFQ NO: 2007-422-11-21-VYG-Hidalgo County Juvenile Probation-Independent Audit Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 1294-423-00-330-010-8-335
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 1294-423-00-330-012-8-335
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 1100-423-60-330-002-0-335
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 1295-423-00-330-028-0-335
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 1100-423-32-330-001-0-335

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:** Fnding

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

BUDGETARY IMPACT:

For funding information please see attachment "2007 Exp Rpt for Dpt 330, Obj 335". Presume similar funding in 2008.

Attachments

Link: Evaluation Grid

Link: PARTICIPATION AND TABULATIO LOG

Link: 2007 Exp Rpt for Dpt 330, Obj 335

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 03:16 PM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 03:27 PM	APRV
3	Dale Kennan	Dale Kennan	12/13/2007 08:41 AM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 05:00 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:08 PM	APRV

Form Started By: Vangie Garcia Started On: 12/11/2007 03:11 PM

Final Approval Date: 12/14/2007

EVALUATION/GRADING GRID
RFQ NO: 2007-422-11-21-VYG
"INDEPENDENT AUDIT SERVICE-JUVENILE PROBATION"

EVALUATION CRITERIA	RESPONDENTS					
	JULIO GUZMAN, CPA			BURTON,MCCUMBER & CORTEZ		
	GRADERS			GRADERS		
	1	2	3	1	2	3
Professional Qualifications of Team	20	20	19	20	20	18
Experience of Project Team and Ability to Commit Resources	25	25	23	25	20	20
Experience with similar projects within the past five (5) years.	20	20	20	15	15	19
Understanding of Projects/Schedules and Deadlines	25	25	25	15	10	20
Familiarity with Applicable Rules and Regulations	10	10	10	5	2	10
TOTALS	100	100	97	80	67	87
AVERAGE	99			78		
VENDOR RANKING UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT.						

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: **NOVEMBER 21, 2007** RFQ ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/QUALIFICATION DESCRIPTION:
"**HIDALGO COUNTY-JUVENILE PROBATION-INDEPENDENT AUDIT SERVICES**"

RFQ NO: **2007-422-11-21-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S**
1. LONG CHILTON PABLO VELA JR.	VELOCITY	VANGIE Y.GARCIA	11/09/07	4100 N. 23RD.STREET MCALLEN, TEXAS 78504 686-3701 (F) 686-6830
2. JOSE LUIS FLORES LAW FIRM - JOSE LUIS FLORES	VELOCITY	VANGIE Y. GARCIA	11/09/07	1111 WEST NOLANA MCALLEN, TEXAS 78504 682-0924 (F) 682-3838
3. RUDY RODRIGUEZ, CPA RUDY RODRIGUEZ	VELOCITY	VANGIE Y. GARCIA	11/09/07	200 S. 10TH STREET, SUITE 710 MCALLEN, TEXAS 78501 618-2331 (F) 618-2371
4. BURTON, MCCUMBER & CORTEZ - RICKY LONGORIA	VELOCITY	VANGIE Y. GARCIA	11/09/07	200 S. 10TH STREET SUITE 1500 MCALLEN, TEXAS 78501 618-2300 (F) 630-0192
5.JULIO GUZMAN, CPA JULIO GUZMAN	MAILED OUT	VANGIE Y. GARCIA	11/09/07	514 NORTH MAIN STREET SUITE 1 MCALLEN, TEXAS 78501
6. JUAN NUNEZ, CPA	VELOCITY	VANGIE Y. GARCIA	11/09/07	1101 NORTH CAG E BLVD., SUITE 8 PHARR, TEXAS 78577 787-0521 (FAX IS SAME)
7.				
8.				
9.				
10.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
QUALIFICATION ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY JUVENILE PROBATION**

QUALIFICATION ACCEPTANCE DATE: **NOVEMBER 21, 2007**	QUALIFICATION ACCEPTANCE TIME: **9:30 A.M.**

DESCRIPTION OF QUALIFICATION:
INDEPENDENT AUDIT SERVICES

QUALIFICATION NO: **2007-422-11-21-VYG (EXTENDED TO NOVEMBER 28, 2007)**

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFQ RESPONSE	ADDENDUM
#01	Julio Guzman, CPA	√	
#02	Burton McCumber & Cortez	√	
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			

Account No/Descriptio	Original Budget	Adjustments	Adjusted Budget	Encumbrances Current	Encumbrances Y-T-D	Expenditures Current	Expenditures Y-T-D	Available	Pct
1100 GENERAL FUND									
7-1100-423-32-330-001-0-335 JUV DET HM-ACC, AUDIT & FINANCE SERVICES									
	.00	3,800.00	3,800.00	.00	.00	3,800.00	3,800.00	.00	.00
1100 GENERAL FUND									
	.00	3,800.00	3,800.00	.00	.00	3,800.00	3,800.00	.00	.00
1294 JUVENILE PROBATION									
7-1294-423-00-330-010-7-335 TJPC-A-2007 - ACC, AUDIT & FINANCE SERV									
	.00	4,500.00	4,500.00	.00	.00	4,500.00	4,500.00	.00	.00
7-1294-423-00-330-010-8-335 TJPC-A-2008 - ACC, AUDIT & FINANCE SERV									
	.00	5,000.00	5,000.00	.00	.00	.00	.00	5,000.00	100.00
7-1294-423-00-330-012-7-335 TJPC-Y-2007 - ACC, AUDIT & FINANCE SERV									
	.00	5,000.00	5,000.00	.00	.00	5,000.00	5,000.00	.00	.00
7-1294-423-00-330-012-8-335 TJPC-Y-2008 - ACC, AUDIT & FINANCE SERV									
	.00	5,000.00	5,000.00	.00	.00	.00	.00	5,000.00	100.00
1294 JUVENILE PROBATION									
	.00	19,500.00	19,500.00	.00	.00	9,500.00	9,500.00	10,000.00	51.28
1295 POST ADJUDICATION JUVENILE BOOT CAMP									
7-1295-423-00-330-028-0-335 WESL B/C-ACC, AUDIT & FINANCE SERV									
	5,000.00	-3,500.00	1,500.00	.00	.00	1,500.00	1,500.00	.00	.00
1295 POST ADJUDICATION JUVENILE BOOT CAMP									
	5,000.00	-3,500.00	1,500.00	.00	.00	1,500.00	1,500.00	.00	.00
7 YEAR									
	5,000.00	19,800.00	24,800.00	.00	.00	14,800.00	14,800.00	10,000.00	40.32

AI-6998 **19.A.**

Border Security Enhancement Operations Grant (BSEO)-Constable Pct. 1

CC REGULAR

Date: 12/18/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Constable Pct. 1:
1. Approval to ratify the Border Security Enhancement Operations (BSEO) grant interlocal cooperation contract no. BSOC-OP-BS-053 from the Office of the Governor-Division of Emergency Management in the amount of $72,982.76 for the period of October 2, 2007 to December 2, 2007.
2. Approval to appropriate funds for the Border Security Enhancement Operations (BSEO) grant (original grant award) in the amount of $72,982.76 for the period of October 2, 2007 to December 2, 2007.
3. Approval to accept the Border Security Enhancement Operations (BSEO) grant interlocal cooperation contract amendment no. 1 from the Office of the Governor-Division of Emergency Management in the amount of $45,647.26 for a total award amount of $118,630.02
4. Approval to appropriate funds for the Border Security Enhancement Operations (BSEO) interlocal cooperation contract amendment no. 1 in the amount of $45,647.26.

BACKGROUND

This grant item was presented to Court on 12-11-07, refer to AI 6958. Court took NO ACTION.

The Interlocal Cooperation Contract is between the Office of the Governor-Division of Emergency Management & Hidalgo Co. Constable Pct. 1.

Participation in this grant project was originally approved by CC on 10-9-07 refer to AI 5898.

No cash match requirement.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1285-421-00-291-XXX-7-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $118,630.02 refer to BA's. Original award amount of $72,982.76 and additional funds of $45,647.26 (see Amendment No. 1 (last page of attachment "BSEO Grant Backup")) for the period of October 2, 2007 to December 2, 2007.

No cash match requirement.

Revenue Acct #7-1285-334-10-291-XXX-7-000 Constable Pct. 1 BSEO Revenues

Attachments

Link: BSEO Grant Backup

Link: 6998 Constable Pct. 1 BSEO BA #1

Link: 6998 Constable Pct. 1 BSEO BA #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/11/2007 01:34 PM	APRV
2	Budget & Management	Dina Trevino	12/11/2007 01:43 PM	APRV
3	Dale Kennan	Dale Kennan	12/14/2007 08:39 AM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 03:44 PM	APRV
5	Purchasing Department	Marty Salazar	12/14/2007 04:30 PM	APRV
6	Court Administrator	Monica Badillo	12/14/2007 04:32 PM	APRV

Form Started By: Ivan Cantu Started On: 12/11/2007 01:08 PM

Final Approval Date: 12/14/2007

AI-5898 **10.A.**

Operation border star phase 2

CC REGULAR

#6958
Constable Pct. 1

Date: 10/09/2007
Submitted By: Joel Rivera, CONSTABLE PCT. #1
Submitted For: Joel Rivera
Department: CONSTABLE PCT. #1

Information

CAPTION

Discussion and approval for participation in Operation Border Star which provides reimbursement for overtime salary and mileage for patrol throughout the patrol area. The operation is an intelligence driven operation and is similar to Operation Wrangler. Overtime is to include the chief deputies, deputies, and constable clerk.

BACKGROUND

Grant from Governor's Office
Approx. $ 40,000.00
No in-kind match

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/03/2007 03:07 PM	APRV
2	Rey Salazar	Rey Salazar	10/04/2007 11:30 AM	APRV
3	Auditor's Office		10/04/2007 04:32 PM	NEW

Form Started By: Joel Rivera Started On: 10/03/2007 02:43 PM

Final Approval Date: 10/04/2007

Original

Contract No.: BSOC-OP-BS-053

INTERLOCAL COOPERATION CONTRACT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Contract is entered into by and between the parties shown below as contracting parties pursuant to the authority granted in and in compliance with Chapter 791 (the Interlocal Cooperation Act) of the Texas Government Code.

I. PARTIES

This Interlocal Cooperation Contract ("Contract") is made and entered into between:

A. The RECEIVING AGENCY: The Division of Emergency Management (GDEM), a division of the Office of the Governor. GDEM, as the Project Manager, administers this project designated as the Border Security Enhancement Operations and makes all operational and administrative decisions.

B. The PERFORMING AGENCY: **Hidalgo County Constables Office, Precinct 1** of **Hidalgo County**, a local political subdivision of the State of Texas.

II. OVERVIEW

A. The State of Texas plans to organize and deploy state agency and local government law enforcement personnel and equipment to participate in a project to enhance border security along the Texas-Mexico border by supplementing the border security efforts of Federal agencies. This project is designated as the "Border Security Enhancement Operations (BSEO)" project. The RECEIVING AGENCY has received a federal grant and State funds to plan, coordinate, and carry out this project.

B. Local governments and law enforcement agencies have been requested to participate in this project as PERFORMING AGENCIES. Representatives of cooperating local and state agencies will assist in planning a series of joint border security operations that will be conducted for a limited period in specific areas. The RECEIVING AGENCY will reimburse certain operational expenses, described in The section herein entitled "Reimbursement Guidance," incurred by the PERFORMING AGENCY for project activities using state and grant funds awarded for this purpose. The purpose of this Contract is to set forth the terms and conditions under which GDEM, as the RECEIVING AGENCY, will provide funding to reimburse the PERFORMING AGENCY for its expenses relating to this project.

III. DEFINITIONS

Terms not defined in this Contract or by relevant statutes shall be given their ordinary meanings.

IV. GOVERNING LAW

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

V. VENUE

The parties agree that the venue for any suit arising from the interpretation or enforcement of this Contract shall be Travis County, Texas.

VI. SCOPE OF CONTRACT

A. The PERFORMING AGENCY agrees to provide one or more representatives to take part in planning joint state-local border security operations in which it will participate and to take part in the post-operation review of such operations.

B. The RECEIVING AGENCY agrees to reimburse the PERFORMING AGENCY for allowable actual expenditures, as described in The section herein entitled "Reimbursement Guidance," incurred during border security operations conducted as part of this project.

C. The PERFORMING AGENCY agrees and understands that the determination of allowable expenditures under this agreement will be made by the RECEIVING AGENCY at its sole discretion according to the applicable grant funding guidance.

VII. REPORTING REQUIREMENTS

A. The PERFORMING AGENCY agrees to submit periodic progress reports according to the format and schedule provided by the RECEIVING AGENCY.

VIII. COMPLIANCE WITH LAW

The PERFORMING AGENCY understands and agrees that it will comply with all local, Texas and federal laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract.

IX. REIMBURSEMENT PROCEDURES

A. The PERFORMING AGENCY agrees to:

1. Submit all requests for reimbursement of eligible expenses, as described in The section herein entitled "Reimbursement Guidance," for each field operation to the RECEIVING AGENCY as soon as possible, but no later than 45 days after the end of the operation.

2. Utilize the BSEO reimbursement forms provided by the RECEIVING AGENCY and include required supporting documentation as described in the section herein entitled "Reimbursement Guidance."

B. Expenses incurred for activities conducted prior to or after scheduled field operations of this project are not reimbursable.

C. The RECEIVING AGENCY will make a good faith effort to process all reimbursement requests submitted in accordance with this Contract within thirty (30) working days from the date of receipt.

X. CONTRACT AMOUNT

The total amount of this contract shall not exceed $72,982.76.

XI. LITIGATION AND IDEMNITY

A. Each party may participate in the defense of a claim or suit related to the subject matter of this Contract, but no costs or expenses shall be incurred for any party by the other party without written consent.

B. To the extent authorized by law, the PERFORMING AGENCY agrees to indemnify and hold harmless the RECEIVING AGENCY against any claims, suits, actions, damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the PERFORMING AGENCY further agrees to satisfy any final judgment awarded against the PERFORMING AGENCY or the RECEIVING AGENCY arising from the performance of this Contract, provided said claim, suit, action, damage, judgment, or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the RECEIVING AGENCY.

C. It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the RECEIVING AGENCY, unless such litigation does not name the RECEIVING AGENCY as a party.

XII. LIABILITY

A. Each party to this Contract agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's action and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent authorized by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

B. Pursuant to Section 421.062 of the Texas Government Code and to the extent it applies, the parties are not responsible for any civil liability that arises from furnishing a service related to a homeland security activity, as defined by Section 421.001 of the Texas Government Code, while acting under this Contract.

XIII. CONTRACT MODIFICATION

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and signed by both parties.

XIV. SEVERABILITY

If any provision of this Contract or the application of any provision to any party or circumstance is held by a final judgment or order of a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof,

and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

XV. MULTIPLE COUNTERPARTS.

This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes collectively, one Contract. But, in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart.

XVI. EFFECTIVE DATE OF CONTRACT

This Contract shall be in effect from **2 October 2007**, and shall terminate on **2 December 2007**, with performance periods for reimbursement of 2 October 2007 through 23 October 2007; and 14 November 2007 through 2 December 2007.

XVII. TERMINATION

A. Either party, upon thirty days written notice to the other party, may terminate this Contract prior to the date specified above.

B. Either party may terminate this contract if the other party neglects or fails to perform or observe any of its material obligations herein, and such default continues for thirty (30) days following receipt of written notice of such default.

C. Notwithstanding any other Contract provisions, the parties hereto understand and agree that the obligations of the RECEIVING AGENCY under this Contract are contingent upon the availability of state appropriation or federal grant funding to meet the RECEIVING AGENCY'S liabilities hereunder. If these funds become unavailabie to the RECEIVING AGENCY, the RECEIVING AGENCY may immediately terminate this Contract without penalty to, or any liability whatsoever on the part of the RECEIVING AGENCY, the State of Texas and the United States.

XVIII. BREACH OF CONTRACT

The Texas Government Code, Chapter 2260, prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. If and to the extent Chapter 2260 applies to this contract, the contractor shall comply with the requirements of Chapter 2260 and the DPS administrative rules adopted pursuant to Chapter 2260.

XIX. NOTICE

Any notice required or permitted under this Contract shall be directed to the respective parties at the addresses shown below. Notice is effective upon receipt or three days after deposit in the U.S. mail, whichever occurs first.

For the RECEIVING AGENCY:
Gisela Ryan-Bunger, Operations Section Administrator
Governor's Division of Emergency Management
P.O. Box 4087, Austin, Texas 78773-0224.

For the PERFORMING AGENCY:
Hidalgo County Constables Office, Precinct 1
1902 Joe Stephens Suite 303
Weslaco, TX 78596

XX. AUDIT

The RECEIVING AGENCY reserves the right to audit the PERFORMING AGENCY'S records and documents regarding compliance with this Contract. The PERFORMING AGENCY is also subject to audit by any other department or agency, including federal agencies, responsible for determining that the parties have complied with the applicable laws. The State Auditor may conduct an audit or investigation of any entity receiving funds from the State of Texas directly under this Contract or indirectly through a subcontract under this Contract. Acceptance of funds directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the State Auditor under the direction of the legislative audit committee to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

XXI. RECORDS RETENTION

The PERFORMING AGENCY must keep all records and documents regarding this Contract for the term of this Contract and for four (4) years after the termination of this Contract.

XXII. NON-INCORPORATION CLAUSE

This Contract constitutes the entire agreement between the parties with regard to the matters made the subject of this agreement. There are no verbal representations, inducements, or agreements between the parties. No rights or obligations shall be implied.

XXIII. HEADINGS

The headings, captions, and arrangements used in this Contract are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor to the affect the meaning thereof.

XXIV. NO JOINT ENTERPRISE

The RECEIVING AGENCY is associated with the PERFORMING AGENCY only for the purposes and to the extent set forth herein, and with respect to the performance hereunder. The PERFORMING AGENCY is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any relationships of an employer-employee or principal-agent, or to otherwise create any liability for the RECEIVING AGENCY whatsoever with respect to the indebtedness, liabilities, and obligations of the PERFORMING AGENCY or any other party.

XXV. OTHER TERMS & CONDITIONS

A. The purpose of the specific grant and state appropriation this Contract is to support the enforcement of Texas law. Immigration enforcement is a federal issue and therefore not eligible for reimbursement under this Contract.

B. To the extent applicable, the PERFORMING AGENCY shall comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). (Federal Assurance)

C. To the extent applicable, the PERFORMING AGENCY shall comply with Texas Government Code, Chapter 783, 1 Tex. Admin. Code §5.141 *et. seq* ., and the State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, § . 14.

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

E. The PERFORMING AGENCY shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). This clause only applies to contracts exceeding $100,000.)

F. The PERFORMING AGENCY shall comply with mandatory standards and policies relating to efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

XXVI. REIMBURSEMENT GUIDANCE

A. The RECEIVING AGENCY will reimburse the PERFORMING AGENCY for the following expenses incurred in participating in authorized operational activities of this project.

Reimbursement will be processed through the Texas Department of Public Safety as authorized by the General Appropriation Act, 80th Legislature, Article V.

1. Personnel Expenses

   a. The RECEIVING AGENCY will reimburse OVERTIME expenses for eligible PERFORMING AGENCY full-time personnel participating in this project. For purposes of this Contract, project overtime is defined as the time a participant works on this project during a seven-day period, beginning on Sunday and ending on the following Saturday, after completing 40 hours of regular duty during the same period. Any paid sick leave and vacation days shall be considered as regular duty. The project overtime rate shall be 1.5 times the employee's normal hourly rate of pay.
   b. The RECEIVING AGENCY will reimburse the PERFORMING AGENCY for salary costs for augmentees (part-time or reserve personnel) activated to participate in this project at their regular rate of pay. In the case of reserve deputies or police reserves, reimbursement is limited to the compensation authorized by city councils or county commissioners courts pursuant to §141.007 and §152.075 of the Local Government Code.
   c. Backfill costs for permanent personnel participating in these operations and personnel expenses for elected officials are not eligible for reimbursement. Overtime for administrative personnel is not eligible for reimbursement.
   d. Reimbursements for personnel costs will be limited to the RECEIVING AGENCY approved number of personnel for each project field operation.

2. Travel, Lodging, & Per Diem Expenses

   a. Travel, lodging, and per diem costs will be reimbursed for personnel who reside more than 50 miles from their project duty station.
   b. Travel costs will be reimbursed only for personnel who are required by the PERFORMING AGENCY to drive their privately owned vehicles to or from their project duty station. Reimbursement will be at the state mileage reimbursement rate of 48.5 cents per mile for travel to and from the project duty station.
   c. Reimbursement for travel to the field operations area in government vehicles should be claimed as an operating expense; see Operating Expenses below.
   d. Lodging expense will be reimbursed at the state rate, which is the lesser of actual expense or $85 per night. Copies of lodging receipts must be provided with reimbursement requests.
   e. Meal expenses will be reimbursed at the actual cost of meals, not to exceed $36 per day. Meals may not be claimed as expenses if they are provided at no cost by a governmental entity or a volunteer group.

3. Operating Expenses

   a. The following operating costs incurred during project field operations may be reimbursed:

      i. Operating costs for vehicles at the rate of 48.5 cents a mile;
      ii. The cost of fuel and lubricants for aircraft, boats, generators, and similar equipment;
      iii. The cost of consumables, such as flashlight and radio batteries, film, flares, and first aid supplies. The cost of ammunition is not reimbursable;

iv. The cost of minor emergency repairs, such as tire repair or fan belt replacement, to vehicles or equipments being used in project operations, limited to a maximum of $150 per repair; and,
v. Costs for rentals of equipment or services critical to success of the project and that have been pre-approved by the RECEIVING AGENCY. See details below.

b. Reimbursements for the PERFORMING AGENCY'S operating expenses will be limited to eligible costs for the number and types of equipment approved by the RECEIVING AGENCY for use in each project operation during the planning phase.

B. Equipment Purchases and Rentals

1. This is not an equipment acquisition program and expenses incurred to purchase equipment are not reimbursable.

2. Equipment rental expenses, except those specifically authorized by the RECEIVING AGENCY during the operational planning process conducted prior to field operations, are not reimbursable. Approved equipment rental expenses should be claimed as operating costs.

C. Reimbursement Requests

1. Claims for reimbursement of expenses must be supported by documentation that proves the expense has been incurred or paid. Appropriate documentation includes:

a. Personnel expenses: copies of paychecks, official payroll rosters, or payroll reports that show the amount paid to individuals for which reimbursement is requested;
b. Lodging expense: copy of hotel or motel bill;
c. Operating expense for vehicles: vehicle use logs showing the unit number, dates of use, and daily mileage; and,
d. Other operating expenses: itemized receipts & paid invoices that include the date of purchase and describe the items purchased. Receipts that simply state the total paid cannot be accepted.

2. Reimbursement requests should be submitted as soon as required documentation has been collected and compiled and required reimbursement forms have been completed, but no later than 45 days after the end of a BSEO operation.

3. Reimbursement requests should be sent to:

By mail:
Gisela Ryan-Bunger, Operations Section Administrator
Governor's Division of Emergency Management
P.O. Box 4087, Austin, Texas 78773-0224.

By courier:
Gisela Ryan-Bunger, Operations Section Administrator
Governor's Division of Emergency Management
5805 North Lamar Blvd, Austin, Texas 78753-0224.

XXVII. SIGNATORY AUTHORITY

Contract No.: BSOC-OP-BS-053

The undersigned signatory for the agency that is a party to this Contract hereby represents and warrants that he/she is an officer of the organization for which he/she has executed this Contract, and that he/she has full and complete authority to enter into this Contract on behalf of the agency.

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

RECEIVING AGENCY certifies that it has the authority to request the services described above by the authority granted in §§ 421.002 and 418.041 of the Texas Government Code and Executive Order RP 32 (Jan. 28, 2004).

PERFORMING AGENCY further certifies that it has the authority to perform the services described above.

The undersigned parties do bind themselves to the faithful performance of this Contract.

RECEIVING AGENCY

Division of Emergency Management,
A division of the Office of the Governor

Jack Colley

Chief

Date: 10/24/07

PERFORMING AGENCY

Hidalgo County Constables Office, Precinct 1

Authorized Signature

Title: County Judge

Date: 10/15/07

AMENDMENT NO. 1 TO
INTERLOCAL COOPERATION CONTRACT
BSOC-OP-BS-053
BORDER SECURITY OEPRATIONS

WHEREAS, the Governor's Division of Emergency Management (GDEM) the RECEIVING AGENCY and the Hidalgo County Constable's Office, Precinct 1, the PERFORMING AGENCY desire to execute Amendment No. 1 to amend the Interlocal Cooperation Contract.

GDEM and the PERFORMING AGENCY hereby agree as follows:

I. Amendment Agreement

The terms set forth in this Amendment No. 1 shall be in addition to and construed together with the terms of the Interlocal Cooperation Contract between the RECEIVING AGENCY and the PERFORMING AGENCY.

The parties acknowledge that amendments are subject to the terms and conditions of the Interlocal Cooperation Contract.

This amendment increases the Contract Amount not to exceed $118,630.02 and adds one additional performance period for reimbursement of 24 October 2007 through 13 November 2007.

All other terms and conditions of the Interlocal Cooperation Contract shall remain the same.

II. Incorporation of Amendments

Upon and after the date of execution of this Amendment No. 1 to the Interlocal Cooperation Contract, all references to the Interlocal Cooperation Contract in that document and any related documents shall mean the Interlocal Cooperation Contract as modified by this document. The Interlocal Cooperation Contract shall consist of the original Contract, together with all documents incorporated therein, and this Amendment No. 1, together with all documents incorporated therein. These documents shall constitute the entire Agreement of the parties.

III. Signatories

Receiving Agency

Division of Emergency Management
division of the Office of the Governor

Jack Colley

Chief

Date: 11/2/07

Performing Agency

Hidalgo County Constable's Office,
Precinct 1

Authorized Signature

Title: County Judge

Date: 10/23/07

DATE: December 11, 2007 **AI-6998 BA #1**

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: BUDGET & MANAGEMENT for CONSTABLE PCT. 1

ACCOUNT NUMBER: FUND 1285-CONSTABLE PCT. 1 BSEO

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
7-1285-421-00-291-xxx-7- 131	CONST PCT 1 BSEO-OVERTIME	52,056.85
7-1285-421-00-291-xxx-7- 220	CONST PCT 1 BSEO-FICA	$3,947.42
7-1285-421-00-291-xxx-7- 230	CONST PCT 1 BSEO-RETIREMENT	4,643.48
7-1285-421-00-291-xxx-7- 250	CONST PCT 1 BSEO-UNEMPLOYMENT COMP	260.27
7-1285-421-00-291-xxx-7- 260	CONST PCT 1 BSEO-WORKERS COMP	3,300.41
7-1285-421-00-291-xxx-7- 581	CONST PCT 1 BSEO-IN COUNTY TRAVEL	8,774.33
	TOTAL APPROPRIATIONS	72,982.76
7-1285-334-10-291-xxx-7- 000	CONST PCT. 1 BSEO REVENUE	72,982.76
	TOTAL REVENUE	72,982.76
	TOTAL BUDGET INCREASE (DECREASE)	72,982.76

REASON: TO APPROPRIATE FUNDS FOR THE CONSTABLE PCT. 1 BORDER SECURITY ENHANCEMENTS OPERATIONS-BSEO GRANT (ORIGINAL AWARD AMOUNT OF $72,982.76). ITEM WAS PRESENTED TO CC ON 12-11-07 AI 6958 (COURT TOOK NO ACTION). PARTICIPATION IN THIS PROJECT WAS APPROVED ON 10-9-07, REFER TO AI 5898. NO CASH MATCH REQUIREMENT

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

DATE: December 11, 2007 **AI-6998 BA #2**

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: BUDGET & MANAGEMENT for CONSTABLE PCT. 1

ACCOUNT NUMBER: FUND 1285-CONSTABLE PCT. 1 BSEO

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
7-1285-421-00-291-xxx-7- 131	CONST PCT 1 BSEO-OVERTIME	32,559.09
7-1285-421-00-291-xxx-7- 220	CONST PCT 1 BSEO-FICA	$2,468.92
7-1285-421-00-291-xxx-7- 230	CONST PCT 1 BSEO-RETIREMENT	2,904.27
7-1285-421-00-291-xxx-7- 250	CONST PCT 1 BSEO-UNEMPLOYMENT COMP	162.79
7-1285-421-00-291-xxx-7- 260	CONST PCT 1 BSEO-WORKERS COMP	2,064.25
7-1285-421-00-291-xxx-7- 581	CONST PCT 1 BSEO-IN COUNTY TRAVEL	5,487.94
	TOTAL APPROPRIATIONS	45,647.26
7-1285-334-10-291-xxx-7- 000	CONST PCT. 1 BSEO REVENUE	45,647.26
	TOTAL REVENUE	45,647.26
	TOTAL BUDGET INCREASE (DECREASE)	45,647.26

REASON: TO APPROPRIATE FUNDS FOR THE CONSTABLE PCT. 1 BORDER SECURITY ENHANCEMENTS OPERATIONS-BSEO GRANT (ADDITIONAL AWARD AMOUNT OF $45,647.26). ITEM WAS PRESENTED TO CC ON 12-11-07, AI 6958-COURT TOOK NO ACTION . PARTICIPATION IN GRANT WAS APPROVED BY CC ON 10-9-07 AI 5898. NO CASH MATCH REQUIREMENT

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-7021 **19.B.**

Deobligation of funds TJPC 2007-Z Grant and Appropriation into Contingency

CC REGULAR

Date: 12/18/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Juvenile Probation:
Approval to deobligate remaining cash match funds from the TJPC 2007-Z Grant (fund 1294, program no. 007) and appropriate into Countywide Administration - Contingency (fund 1100) in the amount of $25,595.00.

BACKGROUND

Remaining unused cash match funds are from the Juvenile Probation TJPC 2007-Z Grant, fund 1294 program #007, which is being closed. Grant period is from Sept. 1, 2006 to Aug. 31, 2007.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1XXX-XXX-0X-00-XXX-7-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Deobligation of unused cash match funds from fund 1294 program #007-TJPC-Z 2007 Grant and appropriation into Countywide Administration - Contingency Acct fund 1100 acct #7-1100-415-00-115-002-0-899.

Attachments

Link: Juvenile Probation Deobligation of funds

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/12/2007 08:38 AM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 09:39 AM	APRV
3	Dale Kennan	Dale Kennan	12/12/2007 10:57 AM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 04:16 PM	APRV
5	Purchasing Department	Marty Salazar	12/14/2007 04:31 PM	APRV
6	Court Administrator	Monica Badillo	12/14/2007 04:32 PM	APRV

Form Started By: Ivan Cantu Started On: 12/12/2007 07:43 AM

Final Approval Date: 12/14/2007

DATE: December 11, 2007

DEPARTMENT HEAD: ISRAEL "BUDDY" SILVA JR.

DEPARTMENT NAME: JUVENILE PROBATION

ACCOUNT NUMBER: 7-1294-423-00-330-007-7-xxx

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
7- 1100- 491- 01- 000- 294- 7- 891	Transfers Out-Juvenile Probation	(25,595.00)
7- 1294- 391- 01- 000- 100- 7- 000	Transfers In- General Fund	(25,595.00)
7- 1294- 423- 00- 330- 007- 7- 112	TJPC-Z-2007-Sal of Dept Head	(9.55)
7- 1294- 423- 00- 330- 007- 7- 113	TJPC-Z-2007-Per F/T Emp	(3,455.92)
7- 1294- 423- 00- 330- 007- 7- 211	TJPC-Z-2007-Health Insurance	(43.58)
7- 1294- 423- 00- 330- 007- 7- 212	TJPC-Z-2007-Life Insurance	(54.86)
7- 1294- 423- 00- 330- 007- 7- 220	TJPC-Z-2007-FICA	(7,603.06)
7- 1294- 423- 00- 330- 007- 7- 230	TJPC-Z-2007-Retirement	(10,555.54)
7- 1294- 423- 00- 330- 007- 7- 250	TJPC-Z-2007-Unemployment	(491.61)
7- 1294- 423- 00- 330- 007- 7- 260	TJPC-Z-2007-Worker's Comp	(3,380.88)
7-1100-415-00-115-002-0-899	CO Wide Adm. Contingency	25,595.00
	FUND BALANCE IMPACT-1100	25,595.00
	FUND BALANCE IMPACT-1294	0.00

REASON:

To de-obligate unused budgeted interfund transfers appropriated for the TJPC 2007-Z Grant.

25,595.00

12-11-07

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-7070 **19.C.**

Signatures on Insurance Applications 2008
CC REGULAR

Date: 12/18/2007
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Area: Budget and Management

Information

CAPTION

Safety Division:
Discussion, consideration and action authorizing Valde Guerra to sign the Property & Casualty Insurance Applications and all related insurance documents for 2008 which were awarded by Commissioner's Court on 12/05/07.

BACKGROUND

1. Letter from Montalvo Dated 12/12/07
2. Copy of Comm Court Agenda Dated 12/05/07

Fiscal Impact

Attachments

Link: Montalvo Ins

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/12/2007 04:02 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/12/2007 04:11 PM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 04:27 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 04:47 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV

Form Started By: Aida Alvarez Started On: 12/12/2007 03:21 PM

Final Approval Date: 12/14/2007

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Date: 12/12/2007

To: Hidalgo County
PO Box 1356
Edinburg, TX 78540

From: Ramon Montalvo, III, CIC

Re: Property & Casualty Insurance 2008 - 2009

Message:

We are working on securing coverage for the insurance lines requested effective 01/01/2008. There are various other lines of business that additional information and/or a signed application is required before coverage can be obtained:

1. The St. Paul Travelers Insurance Company has already secured coverage effective 01/01/08 for general liability, employee benefits, business automobile, law enforcement, employment practices and crime coverage. A signed application, interlocal agreement, rejection of personal injury protection, rejection of uninsured/underinsured motorist coverage, acceptance of terrorism coverage is required, see enclosed.

2. The Ace American Insurance Company will be providing differences and conditions along with kidnap and extortion coverage. A signed application is required for both of these lines of coverage, see enclosed.

3. The Evanston Insurance Company is offering medical malpractice. In order to secure coverage, the portion of the application regarding claims for the detention facility must be completed and signed. Additionally, verification of no loss history is required, see enclosed.

4. The Illinois Union Insurance Company will continue to offer pollution liability coverage. This coverage is already in effective but rather than extending coverage to 01/01/2008 to coincide with the expiration date with the other insurance policies; this policy will be cancelled and rewritten accordingly. To process cancellation, a signed cancellation release form is necessary, and a new application is also required, see enclosed.

As for the property coverage with the Federal Insurance Company, the deductible buyback for windstorm and hail with the Landmark American Insurance Company, the Errors & Omission for the District and County Clerk with the Certain Underwriters at Lloyds have already been secured beginning 01/01/2008.

We are providing the respective invoices along with automobile identification cards. Confirmation of coverage will follow for all policies after receipt of the requested information.

13. **Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) for Pipes (Reinforced Concrete, Polyethylene, Heavy Wall Concrete Corrugated PVC, Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes) and Additional Miscellaneous Items with,**
a. Varmicon Industries
b. National Water Works, Inc.
c. Rio Valley Pipe, LTD

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items a thru c.

14. **A. Presentation for discussion, consideration and action to award sole RFP response received through Montalvo Insurance Agency (qualified by Commissioners' Court to proceed to finalize negotiations including best and final offer on 11/20/07) for: Hidalgo County's RFP NO: 2007-222-11-14-VYG-Property and Casualty Insurance Policies Project;**

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

B. Requesting approval to purchase the insurance coverages for Hidalgo County's RFP NO: 2007-222-1 1-14-VYG-Property and Casualty Insurance Policies as described in the "Premium Summary" as submitted by and through Montalvo Insurance Agency.

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

15. **Recommending bid award to bidder meeting all specifications, requirements, term and conditions with approval of contract (subject to legal review) for "Rental of Industrial Uniforms" for Bid No. 2007-130-1 1-07-otm**

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval with Ameri-Pride Services.

16. **Requesting authority to exercise the additional sixty (60) day extension as provided in current contract for "Off-Premises, Records Management, Pick Up Retrieval & Delivery Services" so as to permit the completion of the procurement process: Bid No. 2007-179-10-31**

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

17. **Approval of Request for Application No. *14* (retainage) in the amount of $103,952.44 from Joe Williamson Construction Co., awarded contractor for the, "New Administration Building," and as certified for payment by project architect, Rike Ogden Figueroa Allex Architects Inc., with authority for payment to be issued and released by County Treasurer after submission of all required documentation with review and processing procedures by the Hidalgo County Auditor's Office.**

NO ACTION taken on this item.

AI-7011 **19.D.**

2007 BA for CO 2004-B&G-Crths (1334)
CC REGULAR

Date: 12/18/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: CO 2004-B&G-Crths (1334)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 appropriation of funds for the Certificate of Obligation Series 2004 - Buildings & Grounds - Courthouse (1334) in the amount of $368,000.00.

BACKGROUND

To fund repair for Courthouse elevator system, object code 431.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1334-412-40-220-010-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation in the amount of $368,000.00. Available unreserved fund balance as of 12-11-07 $518,000.00.

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Attachments

Link: 2007 BA for CO 2004-B&G-Crths (1334)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/11/2007 03:40 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/11/2007 03:52 PM	APRV
3	Auditor's Office	Joy Hsu	12/14/2007 03:00 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 04:30 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 04:32 PM	APRV

Form Started By: Dale Kennan Started On: 12/11/2007 03:32 PM

Final Approval Date: 12/14/2007

DATE: December 11, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the C.O. Series 2004-B&G-Crths (1334)

ACCOUNT NUMBER: 7-1334-412-40-220-010-0-431

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C.

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
7-1334-412-40-220-010-0-431	C.O.,2004-BLDG & GRDS-CRTHSE-BLDG R&M	368,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 368,000.00

REASON: To appropriate funding for C.O.,2004-BLDG & GRDS-CRTHSE-BLDG R&M to cover repair to Courthouse elevator system(s).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-7032 **19.E.**

Interfund transfer for Pct. 1 Security Camera Project
CC REGULAR

Date: 12/18/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interfund transfer from Precinct No. 1 - Sanitation (fund 1100) to Precinct No. 1 - Road Administration (fund 1201, program no. 004) in the amount of $19,703.97.

BACKGROUND

To fund the Security Retrofit Project for Pct. 1 Administration Offices, object code 748 "Other Equipment". Total Project Cost for Pct. 1 as per TAC quote is $19,703.97. Installation of security cameras and door swipe system to commence during Dec. 2007 with completion in early 2008 as per Cruz Quintana from IT Dept and Noe Montez from Pct. 1 (IC 12-12-07).

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1XXX-43X-00-121-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-432-00-121-001-0-748 --> 7-1201-431-00-121-004-0-748 $19,703.97, Available balance as of 12-12-07 $23,142.08.

Attachments

Link: 7032 interfund transfer pct. 1 fund 1201

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/12/2007 10:43 AM	APRV
2	Budget & Management	Dina Trevino	12/12/2007 11:08 AM	APRV
3	Erika Reyna	Erika Reyna	12/13/2007 08:38 AM	APRV
4	Auditor's Office	Joy Hsu	12/14/2007 04:38 PM	APRV
5	Purchasing Department	Marty Salazar	12/14/2007 04:46 PM	APRV
6	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV

Form Started By: Ivan Cantu Started On: 12/12/2007 10:08 AM

Final Approval Date: 12/14/2007

DATE: December 12, 2007

AI #7032

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department Of Budget & Mangement c/o Pct. 1 Rd. Admin. (1201)

ACCOUNT NUMBER: 7-1201-431-00-121-004-0-748

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-fund transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1100-432-00-121-001-0- 748	**SANITATION PCT. 1-OTHER EQUIPMENT**	**(19,703.97)**
7-1100-491-01-000-201-0- 891	**TRANSFERS OUT- R & B PCT. 1**	**19,703.97**
TO		
7-1201-391-01-000-100-0 000	**TRANSFERS IN-GENERAL FUND**	**19,703.97**
7-1201-431-00-121-004-0- 748	**PCT. 1 RD ADM-OTHER EQUIPMENT**	**19,703.97**
TOTAL BUDGET INCREASE (DECREASE)		**19,703.97**

REASON: **INTERFUND TRANSFER FROM SANITATION PCT. 1 (1100) TO PCT. 1 RD. ADMIN. (1201, PROGRAM NO. 004) TO FUND SECURITY RETROFIT PROJECT FOR THE PCT. 1 ADMIN. OFFICES. THE INSTALLATION OF SECURITY CAMERAS AND ELECTRONIC DOOR SWIPE SYSTEM TO COMMENCE IN DEC. 2007 WITH COMPLETION IN EARLY 2008, PO PENDING.**

SIGNATURE

APPROVED COMMISSIONERS COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-7128 **19.F.**

Interdepartmental Transfer for Planning Dept.
CC REGULAR

Date: 12/18/2007
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Countywide Administration to Planning Dept. - Minor Office Equipment in the amount of $800.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-41X-X0-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899-->7-1100-419-10-210-001-0-661 $800.00; Available balance as of 12/14/2007 $215,659.50.

Attachments

Link: 2007 inter-dept

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management (Originator)	Dina Trevino	12/14/2007 05:08 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	12/14/2007 05:14 PM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 05:15 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 05:19 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:32 PM	APRV

Form Started By: Dina Trevino Started On: 12/14/2007 04:56 PM

Final Approval Date: 12/14/2007

DATE: December 14, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Planning Dept.

ACCOUNT NUMBER: 7-1100-419-10-210-001-0-661

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 ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1100-415-00-115-002-0 899	Co. Wide Admin - Contingency	(800.00)
TO		
7-1100-419-10-210-001-0 661	Planning - Minor Office Equipment	800.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Interdept. transfer from Countywide Admin. Contingency to Planning - Minor Office Equipment (1100) to purchase fax machine and the lease of a copier machine.

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-7082 **19.G.**

Inter-Departmental Transfer
CC REGULAR

Date: 12/18/2007
Submitted By: Yolanda Orozco, FIRE MARSHAL
Submitted For: A.A. Tony Pena, Jr.
Department: FIRE MARSHAL
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Edcouch Fire Department (1100) to Palmview Fire Department (1100) in the amount of $ 500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-422-20-300-XXX-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-422-20-300-005-0-841 --> 7-1100-422-20-300-016-0-841 $ 500.00; Available account balance as of 12/12/07 $ 12,740.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/12/2007 04:13 PM	APRV
2	Erika Reyna	Erika Reyna	12/13/2007 10:04 AM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 02:32 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 02:53 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 03:06 PM	APRV

Form Started By: Yolanda Orozco Started On: 12/12/2007 04:04 PM

Final Approval Date: 12/14/2007

DATE: December 18, 2007

DEPARTMENT HEAD: A.A. Tony Pena, Jr.

DEPARTMENT NAME: Hidalgo County Fire Marshal

ACCOUNT NUMBER: 7-1100-422-20-300-XXX-0-841

CONTACT PERSON: Yolanda Orozco **Telephone No:** 956/318-2656

SUBJECT: **Inter-Departmental Transfer/s (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
FROM:		
7-1100-422-20-300-005-0-841	Edcouch Fire Department-Aid to Govt. Agency	(500.00)
TO:		
7-1100-422-20-300-016-0-841	Palmview Fire Department-Aid to Govt. Agency	500.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Transfer from one account to another to cover expenditures for Fire Calls.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-6860 **19.H.**

Library Interlocals with Cities
CC REGULAR

Date: 12/18/2007
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration and action on Library Interlocal Agreements between Hidalgo County and the following cities to commence on the first Day of January of the year 2008 and shall continue until December 31, 2008:

Alamo	Mcallen
Donna	Mission
Edinburg	Mercedes
Elsa	Pharr
Hidalgo	San Juan
La Joya	Weslaco

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-455-00-115-035-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds in the amount of $235,000.00 have been allocated for 2008. Agreements should take effect on 1-1-08 to 12-31-08.

Attachments

Link: Library Interlocals
Link: County Library System 08 Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/04/2007 02:33 PM	APRV
2	Ivan Cantu	Ivan Cantu	12/07/2007 03:26 PM	APRV
3	Auditor's Office	Arcilia Duran	12/13/2007 04:02 PM	APRV
4	Ivan Cantu	Ivan Cantu	12/14/2007 09:38 AM	APRV
5	Purchasing Department	Marty Salazar	12/14/2007 12:52 PM	APRV
6	Court Administrator	Monica Badillo	12/14/2007 02:05 PM	APRV

Form Started By: Angela Garcia

Started On: 12/04/2007 01:24 PM

Final Approval Date: 12/14/2007

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2008, by and between **Hidalgo County, Texas** (hereinafter "County"), and the **City of Alamo, Texas** (hereinafter "City") in accordance with the provisions of Chapter 791, Tex. Govt. Code Ann. And Chapter 323, Tex. Loc. Govt. Code Ann., as follows:

WHEREAS, County has established the Hidalgo County Library System ("HCLS") pursuant to authority granted under Chapter 323, Tex. Govt. Code ("Chapter 323"); and

WHEREAS, City wishes to participate as a member of the HCLS; and

WHEREAS, pursuant to standard operating procedures of the HCLS, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware and software for library services for the free use of City's library by residents of rural areas of the County, pursuant to Tex. Govt. Code 323.011; and

WHEREAS, County and City desire to clarify the terms and conditions of the operation of the HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, County finds that City is suitably organized to provide efficient and effective free library services to residents of the County under Chapter 323; and

WHEREAS, County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, County and City agree as follows:

1. County, beginning with its 2008 fiscal year, shall annually budget and allocate to City, funding for City's library, in accordance with the formula used by the HCLS, as consideration for City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph 1 will be used by HCLS, or (in case of direct funding to City) by City, to purchase contractual services and library materials, including, but not limited to books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and City agree to comply with all purchasing laws, policies and procedures of their respective entities.

2. City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act and Chapter 323, and specifically covenants to assure that the librarian of the City's library hold or secure a County Librarian's Certificate from the Texas State Library and Archives Commission. City agrees to cooperate with County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of the HCLS.

3. City will supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. Personnel of City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to being entitled to any fringe benefits afforded employees of the County, and shall not be entitled to protection under any Civil Service program of County.

5. The term of this Agreement shall commence as of the first day of January of the year 2008, and shall continue until December 31, 2008 or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. City agrees to give County and its authorized representatives access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Alamo, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2008, by and between **Hidalgo County, Texas** (hereinafter "County"), and the **City of Donna, Texas** (hereinafter "City") in accordance with the provisions of Chapter 791, Tex. Govt. Code Ann. And Chapter 323, Tex. Loc. Govt. Code Ann., as follows:

WHEREAS, County has established the Hidalgo County Library System ("HCLS") pursuant to authority granted under Chapter 323, Tex. Govt. Code ("Chapter 323"); and

WHEREAS, City wishes to participate as a member of the HCLS; and

WHEREAS, pursuant to standard operating procedures of the HCLS, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware and software for library services for the free use of City's library by residents of rural areas of the County, pursuant to Tex. Govt. Code 323.011; and

WHEREAS, County and City desire to clarify the terms and conditions of the operation of the HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, County finds that City is suitably organized to provide efficient and effective free library services to residents of the County under Chapter 323; and

WHEREAS, County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, County and City agree as follows:

1. County, beginning with its 2008 fiscal year, shall annually budget and allocate to City, funding for City's library, in accordance with the formula used by the HCLS, as consideration for City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph 1 will be used by HCLS, or (in case of direct funding to City) by City, to purchase contractual services and library materials, including, but not limited to books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and City agree to comply with all purchasing laws, policies and procedures of their respective entities.

2. City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act and Chapter 323, and specifically covenants to assure that the librarian of the City's library hold or secure a County Librarian's Certificate from the Texas State Library and Archives Commission. City agrees to cooperate with County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of the HCLS.

3. City will supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. Personnel of City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to being entitled to any fringe benefits afforded employees of the County, and shall not be entitled to protection under any Civil Service program of County.

5. The term of this Agreement shall commence as of the first day of January of the year 2008, and shall continue until December 31, 2008 or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. City agrees to give County and its authorized representatives access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Donna, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2008, by and between **Hidalgo County, Texas** (hereinafter "County"), and the **City of Edinburg, Texas** (hereinafter "City") in accordance with the provisions of Chapter 791, Tex. Govt. Code Ann. And Chapter 323, Tex. Loc. Govt. Code Ann., as follows:

WHEREAS, County has established the Hidalgo County Library System ("HCLS") pursuant to authority granted under Chapter 323, Tex. Govt. Code ("Chapter 323"); and

WHEREAS, City wishes to participate as a member of the HCLS; and

WHEREAS, pursuant to standard operating procedures of the HCLS, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware and software for library services for the free use of City's library by residents of rural areas of the County, pursuant to Tex. Govt. Code 323.011; and

WHEREAS, County and City desire to clarify the terms and conditions of the operation of the HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, County finds that City is suitably organized to provide efficient and effective free library services to residents of the County under Chapter 323; and

WHEREAS, County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, County and City agree as follows:

1. County, beginning with its 2008 fiscal year, shall annually budget and allocate to City, funding for City's library, in accordance with the formula used by the HCLS, as consideration for City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph 1 will be used by HCLS, or (in case of direct funding to City) by City, to purchase contractual services and library materials, including, but not limited to books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and City agree to comply with all purchasing laws, policies and procedures of their respective entities.

2. City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act and Chapter 323, and specifically covenants to assure that the librarian of the City's library hold or secure a County Librarian's Certificate from the Texas State Library and Archives Commission. City agrees to cooperate with County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of the HCLS.

3. City will supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. Personnel of City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to being entitled to any fringe benefits afforded employees of the County, and shall not be entitled to protection under any Civil Service program of County.

5. The term of this Agreement shall commence as of the first day of January of the year 2008, and shall continue until December 31, 2008 or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. City agrees to give County and its authorized representatives access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Edinburg, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2008, by and between **Hidalgo County, Texas** (hereinafter "County"), and the **City of Elsa, Texas** (hereinafter "City") in accordance with the provisions of Chapter 791, Tex. Govt. Code Ann. And Chapter 323, Tex. Loc. Govt. Code Ann., as follows:

WHEREAS, County has established the Hidalgo County Library System ("HCLS") pursuant to authority granted under Chapter 323, Tex. Govt. Code ("Chapter 323"); and

WHEREAS, City wishes to participate as a member of the HCLS; and

WHEREAS, pursuant to standard operating procedures of the HCLS, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware and software for library services for the free use of City's library by residents of rural areas of the County, pursuant to Tex. Govt. Code 323.011; and

WHEREAS, County and City desire to clarify the terms and conditions of the operation of the HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, County finds that City is suitably organized to provide efficient and effective free library services to residents of the County under Chapter 323; and

WHEREAS, County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, County and City agree as follows:

1. County, beginning with its 2008 fiscal year, shall annually budget and allocate to City, funding for City's library, in accordance with the formula used by the HCLS, as consideration for City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph 1 will be used by HCLS, or (in case of direct funding to City) by City, to purchase contractual services and library materials, including, but not limited to books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and City agree to comply with all purchasing laws, policies and procedures of their respective entities.

2. City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act and Chapter 323, and specifically covenants to assure that the librarian of the City's library hold or secure a County Librarian's Certificate from the Texas State Library and Archives Commission. City agrees to cooperate with County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of the HCLS.

3. City will supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. Personnel of City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to being entitled to any fringe benefits afforded employees of the County, and shall not be entitled to protection under any Civil Service program of County.

5. The term of this Agreement shall commence as of the first day of January of the year 2008, and shall continue until December 31, 2008 or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. City agrees to give County and its authorized representatives access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Elsa, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2008, by and between **Hidalgo County, Texas** (hereinafter "County"), and the **City of Hidalgo, Texas** (hereinafter "City") in accordance with the provisions of Chapter 791, Tex. Govt. Code Ann. And Chapter 323, Tex. Loc. Govt. Code Ann., as follows:

WHEREAS, County has established the Hidalgo County Library System ("HCLS") pursuant to authority granted under Chapter 323, Tex. Govt. Code ("Chapter 323"); and

WHEREAS, City wishes to participate as a member of the HCLS; and

WHEREAS, pursuant to standard operating procedures of the HCLS, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware and software for library services for the free use of City's library by residents of rural areas of the County, pursuant to Tex. Govt. Code 323.011; and

WHEREAS, County and City desire to clarify the terms and conditions of the operation of the HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, County finds that City is suitably organized to provide efficient and effective free library services to residents of the County under Chapter 323; and

WHEREAS, County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, County and City agree as follows:

1. County, beginning with its 2008 fiscal year, shall annually budget and allocate to City, funding for City's library, in accordance with the formula used by the HCLS, as consideration for City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph 1 will be used by HCLS, or (in case of direct funding to City) by City, to purchase contractual services and library materials, including, but not limited to books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and City agree to comply with all purchasing laws, policies and procedures of their respective entities.

2. City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act and Chapter 323, and specifically covenants to assure that the librarian of the City's library hold or secure a County Librarian's Certificate from the Texas State Library and Archives Commission. City agrees to cooperate with County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of the HCLS.

3. City will supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. Personnel of City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to being entitled to any fringe benefits afforded employees of the County, and shall not be entitled to protection under any Civil Service program of County.

5. The term of this Agreement shall commence as of the first day of January of the year 2008, and shall continue until December 31, 2008 or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. City agrees to give County and its authorized representatives access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Hidalgo, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2008, by and between **Hidalgo County, Texas** (hereinafter "County"), and the **City of La Joya, Texas** (hereinafter "City") in accordance with the provisions of Chapter 791, Tex. Govt. Code Ann. And Chapter 323, Tex. Loc. Govt. Code Ann., as follows:

WHEREAS, County has established the Hidalgo County Library System ("HCLS") pursuant to authority granted under Chapter 323, Tex. Govt. Code ("Chapter 323"); and

WHEREAS, City wishes to participate as a member of the HCLS; and

WHEREAS, pursuant to standard operating procedures of the HCLS, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware and software for library services for the free use of City's library by residents of rural areas of the County, pursuant to Tex. Govt. Code 323.011; and

WHEREAS, County and City desire to clarify the terms and conditions of the operation of the HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, County finds that City is suitably organized to provide efficient and effective free library services to residents of the County under Chapter 323; and

WHEREAS, County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, County and City agree as follows:

1. County, beginning with its 2008 fiscal year, shall annually budget and allocate to City, funding for City's library, in accordance with the formula used by the HCLS, as consideration for City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph 1 will be used by HCLS, or (in case of direct funding to City) by City, to purchase contractual services and library materials, including, but not limited to books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and City agree to comply with all purchasing laws, policies and procedures of their respective entities.

2. City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act and Chapter 323, and specifically covenants to assure that the librarian of the City's library hold or secure a County Librarian's Certificate from the Texas State Library and Archives Commission. City agrees to cooperate with County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of the HCLS.

3. City will supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. Personnel of City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to being entitled to any fringe benefits afforded employees of the County, and shall not be entitled to protection under any Civil Service program of County.

5. The term of this Agreement shall commence as of the first day of January of the year 2008, and shall continue until December 31, 2008 or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. City agrees to give County and its authorized representatives access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of La Joya, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2008, by and between **Hidalgo County, Texas** (hereinafter "County"), and the **City of McAllen, Texas** (hereinafter "City") in accordance with the provisions of Chapter 791, Tex. Govt. Code Ann. And Chapter 323, Tex. Loc. Govt. Code Ann., as follows:

WHEREAS, County has established the Hidalgo County Library System ("HCLS") pursuant to authority granted under Chapter 323, Tex. Govt. Code ("Chapter 323"); and

WHEREAS, City wishes to participate as a member of the HCLS; and

WHEREAS, pursuant to standard operating procedures of the HCLS, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware and software for library services for the free use of City's library by residents of rural areas of the County, pursuant to Tex. Govt. Code 323.011; and

WHEREAS, County and City desire to clarify the terms and conditions of the operation of the HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, County finds that City is suitably organized to provide efficient and effective free library services to residents of the County under Chapter 323; and

WHEREAS, County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, County and City agree as follows:

1. County, beginning with its 2008 fiscal year, shall annually budget and allocate to City, funding for City's library, in accordance with the formula used by the HCLS, as consideration for City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph 1 will be used by HCLS, or (in case of direct funding to City) by City, to purchase contractual services and library materials, including, but not limited to books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and City agree to comply with all purchasing laws, policies and procedures of their respective entities.

2. City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act and Chapter 323, and specifically covenants to assure that the librarian of the City's library hold or secure a County Librarian's Certificate from the Texas State Library and Archives Commission. City agrees to cooperate with County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of the HCLS.

3. City will supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. Personnel of City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to being entitled to any fringe benefits afforded employees of the County, and shall not be entitled to protection under any Civil Service program of County.

5. The term of this Agreement shall commence as of the first day of January of the year 2008, and shall continue until December 31, 2008 or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. City agrees to give County and its authorized representatives access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of McAllen, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2008, by and between **Hidalgo County, Texas** (hereinafter "County"), and the **City of Pharr, Texas** (hereinafter "City") in accordance with the provisions of Chapter 791, Tex. Govt. Code Ann. And Chapter 323, Tex. Loc. Govt. Code Ann., as follows:

WHEREAS, County has established the Hidalgo County Library System ("HCLS") pursuant to authority granted under Chapter 323, Tex. Govt. Code ("Chapter 323"); and

WHEREAS, City wishes to participate as a member of the HCLS; and

WHEREAS, pursuant to standard operating procedures of the HCLS, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware and software for library services for the free use of City's library by residents of rural areas of the County, pursuant to Tex. Govt. Code 323.011; and

WHEREAS, County and City desire to clarify the terms and conditions of the operation of the HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, County finds that City is suitably organized to provide efficient and effective free library services to residents of the County under Chapter 323; and

WHEREAS, County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, County and City agree as follows:

1. County, beginning with its 2008 fiscal year, shall annually budget and allocate to City, funding for City's library, in accordance with the formula used by the HCLS, as consideration for City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph 1 will be used by HCLS, or (in case of direct funding to City) by City, to purchase contractual services and library materials, including, but not limited to books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and City agree to comply with all purchasing laws, policies and procedures of their respective entities.

2. City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act and Chapter 323, and specifically covenants to assure that the librarian of the City's library hold or secure a County Librarian's Certificate from the Texas State Library and Archives Commission. City agrees to cooperate with County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of the HCLS.

3. City will supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. Personnel of City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to being entitled to any fringe benefits afforded employees of the County, and shall not be entitled to protection under any Civil Service program of County.

5. The term of this Agreement shall commence as of the first day of January of the year 2008, and shall continue until December 31, 2008 or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. City agrees to give County and its authorized representatives access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Pharr, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2008, by and between **Hidalgo County, Texas** (hereinafter "County"), and the **City of Mission, Texas** (hereinafter "City") in accordance with the provisions of Chapter 791, Tex. Govt. Code Ann. And Chapter 323, Tex. Loc. Govt. Code Ann., as follows:

WHEREAS, County has established the Hidalgo County Library System ("HCLS") pursuant to authority granted under Chapter 323, Tex. Govt. Code ("Chapter 323"); and

WHEREAS, City wishes to participate as a member of the HCLS; and

WHEREAS, pursuant to standard operating procedures of the HCLS, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware and software for library services for the free use of City's library by residents of rural areas of the County, pursuant to Tex. Govt. Code 323.011; and

WHEREAS, County and City desire to clarify the terms and conditions of the operation of the HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, County finds that City is suitably organized to provide efficient and effective free library services to residents of the County under Chapter 323; and

WHEREAS, County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, County and City agree as follows:

1. County, beginning with its 2008 fiscal year, shall annually budget and allocate to City, funding for City's library, in accordance with the formula used by the HCLS, as consideration for City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph 1 will be used by HCLS, or (in case of direct funding to City) by City, to purchase contractual services and library materials, including, but not limited to books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and City agree to comply with all purchasing laws, policies and procedures of their respective entities.

2. City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act and Chapter 323, and specifically covenants to assure that the librarian of the City's library hold or secure a County Librarian's Certificate from the Texas State Library and Archives Commission. City agrees to cooperate with County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of the HCLS.

3. City will supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. Personnel of City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to being entitled to any fringe benefits afforded employees of the County, and shall not be entitled to protection under any Civil Service program of County.

5. The term of this Agreement shall commence as of the first day of January of the year 2008, and shall continue until December 31, 2008 or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. City agrees to give County and its authorized representatives access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Mission, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2008, by and between **Hidalgo County, Texas** (hereinafter "County"), and the **City of Mercedes, Texas** (hereinafter "City") in accordance with the provisions of Chapter 791, Tex. Govt. Code Ann. And Chapter 323, Tex. Loc. Govt. Code Ann., as follows:

WHEREAS, County has established the Hidalgo County Library System ("HCLS") pursuant to authority granted under Chapter 323, Tex. Govt. Code ("Chapter 323"); and

WHEREAS, City wishes to participate as a member of the HCLS; and

WHEREAS, pursuant to standard operating procedures of the HCLS, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware and software for library services for the free use of City's library by residents of rural areas of the County, pursuant to Tex. Govt. Code 323.011; and

WHEREAS, County and City desire to clarify the terms and conditions of the operation of the HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, County finds that City is suitably organized to provide efficient and effective free library services to residents of the County under Chapter 323; and

WHEREAS, County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, County and City agree as follows:

1. County, beginning with its 2008 fiscal year, shall annually budget and allocate to City, funding for City's library, in accordance with the formula used by the HCLS, as consideration for City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph 1 will be used by HCLS, or (in case of direct funding to City) by City, to purchase contractual services and library materials, including, but not limited to books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and City agree to comply with all purchasing laws, policies and procedures of their respective entities.

2. City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act and Chapter 323, and specifically covenants to assure that the librarian of the City's library hold or secure a County Librarian's Certificate from the Texas State Library and Archives Commission. City agrees to cooperate with County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of the HCLS.

3. City will supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. Personnel of City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to being entitled to any fringe benefits afforded employees of the County, and shall not be entitled to protection under any Civil Service program of County.

5. The term of this Agreement shall commence as of the first day of January of the year 2008, and shall continue until December 31, 2008 or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. City agrees to give County and its authorized representatives access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Mercedes, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2008, by and between **Hidalgo County, Texas** (hereinafter "County"), and the **City of San Juan, Texas** (hereinafter "City") in accordance with the provisions of Chapter 791, Tex. Govt. Code Ann. And Chapter 323, Tex. Loc. Govt. Code Ann., as follows:

WHEREAS, County has established the Hidalgo County Library System ("HCLS") pursuant to authority granted under Chapter 323, Tex. Govt. Code ("Chapter 323"); and

WHEREAS, City wishes to participate as a member of the HCLS; and

WHEREAS, pursuant to standard operating procedures of the HCLS, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware and software for library services for the free use of City's library by residents of rural areas of the County, pursuant to Tex. Govt. Code 323.011; and

WHEREAS, County and City desire to clarify the terms and conditions of the operation of the HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, County finds that City is suitably organized to provide efficient and effective free library services to residents of the County under Chapter 323; and

WHEREAS, County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, County and City agree as follows:

1. County, beginning with its 2008 fiscal year, shall annually budget and allocate to City, funding for City's library, in accordance with the formula used by the HCLS, as consideration for City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph 1 will be used by HCLS, or (in case of direct funding to City) by City, to purchase contractual services and library materials, including, but not limited to books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and City agree to comply with all purchasing laws, policies and procedures of their respective entities.

2. City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act and Chapter 323, and specifically covenants to assure that the librarian of the City's library hold or secure a County Librarian's Certificate from the Texas State Library and Archives Commission. City agrees to cooperate with County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of the HCLS.

3. City will supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. Personnel of City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to being entitled to any fringe benefits afforded employees of the County, and shall not be entitled to protection under any Civil Service program of County.

5. The term of this Agreement shall commence as of the first day of January of the year 2008, and shall continue until December 31, 2008 or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. City agrees to give County and its authorized representatives access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of San Juan, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2008, by and between **Hidalgo County, Texas** (hereinafter "County"), and the **City of Weslaco, Texas** (hereinafter "City") in accordance with the provisions of Chapter 791, Tex. Govt. Code Ann. And Chapter 323, Tex. Loc. Govt. Code Ann., as follows:

WHEREAS, County has established the Hidalgo County Library System ("HCLS") pursuant to authority granted under Chapter 323, Tex. Govt. Code ("Chapter 323"); and

WHEREAS, City wishes to participate as a member of the HCLS; and

WHEREAS, pursuant to standard operating procedures of the HCLS, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware and software for library services for the free use of City's library by residents of rural areas of the County, pursuant to Tex. Govt. Code 323.011; and

WHEREAS, County and City desire to clarify the terms and conditions of the operation of the HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, County finds that City is suitably organized to provide efficient and effective free library services to residents of the County under Chapter 323; and

WHEREAS, County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, County and City agree as follows:

1. County, beginning with its 2008 fiscal year, shall annually budget and allocate to City, funding for City's library, in accordance with the formula used by the HCLS, as consideration for City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph 1 will be used by HCLS, or (in case of direct funding to City) by City, to purchase contractual services and library materials, including, but not limited to books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and City agree to comply with all purchasing laws, policies and procedures of their respective entities.

2. City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act and Chapter 323, and specifically covenants to assure that the librarian of the City's library hold or secure a County Librarian's Certificate from the Texas State Library and Archives Commission. City agrees to cooperate with County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of the HCLS.

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4. Personnel of City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to being entitled to any fringe benefits afforded employees of the County, and shall not be entitled to protection under any Civil Service program of County.

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6. City agrees to give County and its authorized representatives access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Weslaco, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

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

By: _____

Date: _____

Summary of Budget Recommendation For the Year 2008

7-1100-455-00-115-035-0 COUNTY LIBRARY SYS

Obj. Code	Object Name	2006 Expended Budget	2007 Adjusted Budget as of June 30, 2007	2008 Budget Request	2008 Budget Recommendation	Difference	2008 Proposed Budget
841	Aid to governmental agencies	$201,000.00	$235,000.00	$235,000.00	$235,000.00	$0.00	$235,000.00
	TOTALS	$201,000.00	$235,000.00	$235,000.00	$235,000.00	$0.00	$235,000.00
	SALARY EXPENSES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	OPERATING EXPENSES	$201,000.00	$235,000.00	$235,000.00	$235,000.00	$0.00	$235,000.00

AI-7107 **19.I.**

Retract SIB Loan request on Southeast and Southwest Loop
CC REGULAR

Date: 12/18/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration, and approval to retract the TxDOT State Infrastructure Bank loan request for the local match participation to the SAFETEA-LU funds for the Southwest and Southeast portions of the Hidalgo County Loop.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2007 02:36 PM	APRV
2	Rey Salazar	Rey Salazar	12/13/2007 03:28 PM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 03:25 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 04:48 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV

Form Started By: Sergio Cruz — Started On: 12/13/2007 02:24 PM

Final Approval Date: 12/14/2007

AI-7105 **19.J.**

Health Claims for periods 11/27/07 thru 12/03/07 & 12/04/07 thru 12/10/07 CC REGULAR

Date: 12/18/2007
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Employee Benefits Section:
1. Discussion, consideration and approval to transfer $ 438,759.46 to the Hidalgo County Insurance claims bank account for Health Insurance claims for periods:

November 27, 2007 thru December 03, 2007	$ 250,482.33
December 04, 2007 thru December 10, 2007	$ 188,277.13
Total:	$ 438,759.46

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: Health Claims 11-27-07 thru 12-03-07

Link: Health Claims 12-04-07 thru 12-10-07

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2007 02:14 PM	APRV
2	Andres Castro	Andres Castro	12/13/2007 03:10 PM	APRV
3	Auditor's Office	Arcilia Duran	12/13/2007 03:26 PM	APRV
4	Purchasing Department	Marty Salazar	12/13/2007 04:16 PM	APRV
5	Court Administrator	Monica Badillo	12/13/2007 04:27 PM	APRV

Form Started By: Anna Galvan — Started On: 12/13/2007 01:11 PM

Final Approval Date: 12/13/2007

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 11/27/2007 through 12/03/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70049583	$80.00	11/26/2007	11/28/2007	11/28/2007	Issued
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00000000000010008578	GUSIP970A	70049587	$41.46	11/26/2007	11/27/2007	11/27/2007	Issued
00000000000010008578	GUSIP970A	70049588	$20.00	11/26/2007	11/27/2007	11/27/2007	Issued
00000000000010008578	GUSIP970A	70049589	$170.82	11/26/2007	11/27/2007	11/27/2007	Issued
00000000000010008578	GUSIP970A	70049590	$380.32	11/26/2007	11/27/2007	11/27/2007	Issued
00000000000010008578	GUSIP970A	70049591	$94.51	11/26/2007	11/27/2007	11/27/2007	Issued
00000000000010008578	GUSIP970A	70049592	$68.12	11/26/2007	11/27/2007	11/27/2007	Issued
00000000000010008578	GUSIP970A	70049593	$68.96	11/26/2007	11/27/2007	11/27/2007	Issued
00000000000010008578	GUSIP970A	70049594	$75.78	11/26/2007	11/27/2007	11/27/2007	Issued
00000000000010008578	GUSIP970A	70049595	$198.32	11/26/2007	11/27/2007	11/27/2007	Issued
00000000000010008578	GUSIP970A	70049596	$78.50	11/26/2007	11/27/2007	11/27/2007	Issued
00000000000010008578	GUSIP970A	70049597	$131.96	11/26/2007	11/27/2007	11/27/2007	Issued
00000000000010008578	GUSIP970A	70049598	$23.00	11/26/2007	11/27/2007	11/27/2007	Issued
00000000000010008578	GUSIP970A	70049599	$63.23	11/26/2007	11/27/2007	11/27/2007	Issued
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00000000000010008578	GUSIP970A	70049601	$139.42	11/26/2007	11/27/2007	11/27/2007	Issued
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00000000000010008578	GUSIP970A	70049604	$175.93	11/26/2007	11/27/2007	11/27/2007	Issued
00000000000010008578	GUSIP970A	70049605	$377.61	11/26/2007	11/27/2007	11/27/2007	Issued
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00000000000010008578	GUSIP970A	70049613	$349.54	11/27/2007	11/28/2007	11/28/2007	Issued
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00000000000010008578	GUSIP970A	70049616	$100.25	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049617	$83.01	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049618	$11,532.24	11/27/2007	11/28/2007	11/28/2007	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 11/27/2007 through 12/03/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70049619	$36.99	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049620	$194.39	11/27/2007	11/28/2007	11/28/2007	Issued
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00000000000010008578	GUSIP970A	70049627	$230.79	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049628	$48.05	11/27/2007	11/28/2007	11/28/2007	Issued
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00000000000010008578	GUSIP970A	70049630	$68.17	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049631	$69.30	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049632	$1,429.01	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049633	$132.35	11/27/2007	11/28/2007	11/28/2007	Issued
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00000000000010008578	GUSIP970A	70049640	$4,073.97	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049641	$319.87	11/27/2007	11/28/2007	11/28/2007	Issued
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00000000000010008578	GUSIP970A	70049643	$1,673.21	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049644	$39.30	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049645	$38.37	11/27/2007	11/28/2007	11/28/2007	Issued
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00000000000010008578	GUSIP970A	70049647	$1,122.50	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049648	$767.36	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049649	$36.99	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049650	$75.18	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049651	$62.36	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049652	$661.20	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049653	$105.36	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049654	$95.29	11/27/2007	11/28/2007	11/28/2007	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 11/27/2007 through 12/03/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70049655	$90.62	11/27/2007	11/28/2007	11/28/2007	Issued
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00000000000010008578	GUSIP970A	70049658	$287.12	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049659	$194.40	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049660	$39.09	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049661	$442.73	11/27/2007	11/28/2007	11/28/2007	Issued
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00000000000010008578	GUSIP970A	70049664	$1,171.25	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049665	$96.29	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049666	$292.80	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049667	$132.00	11/27/2007	11/28/2007	11/28/2007	Issued
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00000000000010008578	GUSIP970A	70049675	$113.49	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049676	$151.22	11/27/2007	11/28/2007	11/28/2007	Issued
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00000000000010008578	GUSIP970A	70049680	$70.32	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049681	$499.09	11/27/2007	11/28/2007	11/28/2007	Issued
00000000000010008578	GUSIP970A	70049682	$873.80	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049683	$35.26	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049684	$245.05	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049685	$101.52	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049686	$324.06	11/28/2007	11/29/2007	11/29/2007	Issued
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00000000000010008578	GUSIP970A	70049688	$83.41	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049689	$9,907.24	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049690	$129.25	11/28/2007	11/29/2007	11/29/2007	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 11/27/2007 through 12/03/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70049691	$138.26	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049692	$89.71	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049693	$120.35	11/28/2007	11/29/2007	11/29/2007	Issued
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00000000000010008578	GUSIP970A	70049695	$262.65	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049696	$1,020.78	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049697	$198.15	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049698	$304.07	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049699	$2.63	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049700	$109.43	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049701	$12,285.00	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049702	$422.20	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049703	$22.50	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049704	$190.14	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049705	$157.02	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049706	$460.23	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049707	$7.01	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049708	$200.30	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049709	$31.99	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049710	$74.00	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049711	$63.04	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049712	$162.96	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049713	$112.77	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049714	$193.18	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049715	$255.00	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049716	$305.00	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049717	$134.99	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049718	$34.30	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049719	$181.01	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049720	$438.27	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049721	$1,349.27	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049722	$47.00	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049723	$125.67	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049724	$2.38	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049725	$217.20	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049726	$147.60	11/28/2007	11/29/2007	11/29/2007	Issued

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00000000000010008578	GUSIP970A	70049727	$53.37	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049728	$10,804.33	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049729	$94.67	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049730	$967.40	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049731	$452.01	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049732	$52.84	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049733	$26.23	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049734	$42.90	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049735	$52.84	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049736	$189.72	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049737	$77.11	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049738	$97.29	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049739	$70.00	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049740	$98.05	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049741	$39.99	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049742	$100.68	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049743	$405.79	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049744	$3,745.95	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049745	$882.52	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049746	$1,413.48	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049747	$61.75	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049748	$605.20	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049749	$4.18	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049750	$49.96	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049751	$52.84	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049752	$14.96	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049753	$20.00	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049754	$50.00	11/28/2007	11/29/2007	11/29/2007	Issued
00000000000010008578	GUSIP970A	70049755	$840.00	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049756	$2,216.50	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049757	$1,526.38	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049758	$72.84	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049759	$565.91	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049760	$37.26	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049761	$99.11	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049762	$484.32	11/29/2007	11/30/2007	11/30/2007	Issued

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00000000000010008578	GUSIP970A	70049763	$196.92	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049764	$33.04	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049765	$4,906.08	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049766	$82.48	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049767	$66.00	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049768	$178.26	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049769	$273.44	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049770	$109.83	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049771	$640.00	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049772	$6,176.00	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049773	$144.81	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049774	$48.68	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049775	$334.99	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049776	$8.42	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049777	$13.00	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049778	$511.00	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049779	$612.80	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049780	$546.31	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049781	$399.29	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049782	$70.90	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049783	$97.73	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049784	$9,829.00	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049785	$6,956.78	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049786	$148.74	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049787	$125.79	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049788	$57.30	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049789	$75.29	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049790	$20.34	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049791	$188.96	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049792	$16.15	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049793	$39.18	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049794	$36.99	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049795	$225.58	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049796	$119.30	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049797	$112.12	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049798	$162.36	11/29/2007	11/30/2007	11/30/2007	Issued

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00000000000010008578	GUSIP970A	70049799	$724.07	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049800	$9,067.05	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049801	$510.27	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049802	$62.26	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049803	$227.74	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049804	$43.98	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049805	$619.00	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049806	$163.76	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049807	$3,543.62	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049808	$510.86	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049809	$166.80	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049810	$2.73	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049811	$207.12	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049812	$78.75	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049813	$277.36	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049814	$52.84	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049815	$18.00	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049816	$185.36	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049817	$93.00	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049818	$82.25	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049819	$949.27	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049820	$64.60	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049821	$231.00	11/29/2007	11/30/2007	11/30/2007	Issued
00000000000010008578	GUSIP970A	70049822	$554.55	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049823	$133.77	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049824	$559.95	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049825	$52.84	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049826	$39.36	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049827	$90.62	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049828	$77.88	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049829	$39.30	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049830	$124.00	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049831	$20.65	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049832	$415.34	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049833	$92.73	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049834	$2,328.00	12/1/2007	12/3/2007	12/3/2007	Issued

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00000000000010008578	GUSIP970A	70049835	$197.63	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049836	$4.41	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049837	$2.63	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049838	$78.01	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049839	$105.74	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049840	$203.65	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049841	$567.54	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049842	$72.98	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049843	$24.30	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049844	$212.02	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049845	$8.80	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049846	$367.60	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049847	$166.44	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049848	$65.00	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049849	$35.39	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049850	$127.42	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049851	$105.14	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049852	$34.58	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049853	$26.94	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049854	$56.50	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049855	$247.33	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049856	$1,682.38	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049857	$17.75	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049858	$24.36	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049859	$45.08	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049860	$36.99	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049861	$56.96	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049862	$152.60	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049863	$63.98	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049864	$249.00	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049865	$287.91	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049866	$139.02	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049867	$14.97	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049868	$35.10	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049869	$13.00	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049870	$1,575.00	12/1/2007	12/3/2007	12/3/2007	Issued

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00000000000010008578	GUSIP970A	70049871	$110.00	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049872	$357.24	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049873	$2.01	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049874	$42.00	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049875	$113.02	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049876	$40.76	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049877	$63.17	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049878	$47.84	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049879	$1,692.61	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049880	$380.84	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049881	$66.56	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049882	$3.50	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049883	$46.26	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049884	$234.40	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049885	$125.04	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049886	$7,499.99	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049887	$162.12	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049888	$278.09	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049889	$51.20	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049890	$66.56	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049891	$322.49	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049892	$203.68	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049893	$41.36	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049894	$121.57	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049895	$574.94	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049896	$145.70	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049897	$230.34	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049898	$571.43	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049899	$188.30	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049900	$6,737.77	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049901	$881.86	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049902	$21.42	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049903	$149.32	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049904	$9.14	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049905	$118.22	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049906	$518.16	12/1/2007	12/3/2007	12/3/2007	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 11/27/2007 through 12/03/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70049907	$145.00	12/1/2007	12/3/2007	12/3/2007	Issued
00000000000010008578	GUSIP970A	70049908	$29,098.57	12/2/2007	12/3/2007	12/3/2007	Issued
Total			$250,482.33				

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 12/04/2007 through 12/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70037367	-$197.53	4/3/2007	12/5/2007	12/5/2007	Stopped
00000000000010008578	GUSIP970A	70049909	$197.53	12/3/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049910	$116.80	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049911	$119.22	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049912	$235.87	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049913	$264.81	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049914	$128.08	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049915	$87.80	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049916	$85.62	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049917	$71.56	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049918	$48.46	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049919	$130.37	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049920	$760.86	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049921	$74.87	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049922	$45.95	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049923	$776.58	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049924	$50.00	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049925	$104.16	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049926	$110.38	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049927	$269.62	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049928	$3.25	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049929	$47.08	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049930	$1,317.00	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049931	$122.36	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049932	$426.75	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049933	$34.58	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049934	$42.00	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049935	$34.18	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049936	$84.93	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049937	$52.84	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049938	$34.18	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049939	$105.00	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049940	$528.75	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049941	$26.23	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049942	$25.44	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049943	$40.39	12/3/2007	12/4/2007	12/4/2007	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 12/04/2007 through 12/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70049944	$160.46	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049945	$141.58	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049946	$2,742.10	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049947	$130.29	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049948	$139.27	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049949	$62.05	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049950	$19.40	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049951	$383.07	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049952	$414.51	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049953	$31.99	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049954	$30.04	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049955	$4,017.63	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049956	$388.08	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049957	$41.36	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049958	$426.23	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049959	$452.20	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049960	$64.01	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049961	$132.52	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049962	$184.55	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049963	$87.79	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049964	$35.00	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049965	$201.97	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049966	$464.80	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049967	$154.05	12/3/2007	12/4/2007	12/4/2007	Issued
00000000000010008578	GUSIP970A	70049968	$1,699.24	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049969	$128.59	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049970	$5,106.51	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049971	$39.36	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049972	$30.00	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049973	$46.41	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049974	$85.62	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049975	$51.81	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049976	$75.27	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049977	$116.96	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049978	$2,050.64	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049979	$550.40	12/4/2007	12/5/2007	12/5/2007	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 12/04/2007 through 12/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70049980	$19.52	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049981	$1,340.00	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049982	$8,038.10	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049983	$100.38	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049984	$56.15	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049985	$2,965.36	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049986	$129.21	12/4/2007	12/5/2007	12/5/2007	Issued
00000000000010008578	GUSIP970A	70049987	$38.99	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70049988	$118.62	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70049989	$70.90	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70049990	$228.90	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70049991	$255.20	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70049992	$217.34	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70049993	$842.94	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70049994	$591.97	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70049995	$95.68	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70049996	$14.20	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70049997	$184.05	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70049998	$711.22	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70049999	$171.03	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050000	$56.56	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050001	$59.26	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050002	$217.52	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050003	$316.29	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050004	$40.39	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050005	$123.18	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050006	$95.05	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050007	$60.00	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050008	$243.16	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050009	$257.26	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050010	$11.90	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050011	$23.59	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050012	$260.98	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050013	$34.58	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050014	$821.84	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050015	$116.92	12/5/2007	12/6/2007	12/6/2007	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 12/04/2007 through 12/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70050016	$157.88	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050017	$336.64	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050018	$39.73	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050019	$2.01	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050020	$63.05	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050021	$90.76	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050022	$24.36	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050023	$17.50	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050024	$1,699.28	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050025	$328.52	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050026	$396.67	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050027	$93.10	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050028	$47.84	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050029	$152.90	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050030	$1,190.47	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050031	$52.84	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050032	$69.30	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050033	$133.12	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050034	$64.00	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050035	$40.93	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050036	$1,288.92	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050037	$18.66	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050038	$30.00	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050039	$232.74	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050040	$1,172.28	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050041	$333.56	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050042	$140.54	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050043	$216.60	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050044	$320.98	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050045	$57.52	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050046	$34.18	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050047	$25.81	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050048	$123.75	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050049	$68.82	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050050	$25.83	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050051	$299.98	12/5/2007	12/6/2007	12/6/2007	Issued

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HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70050052	$67.24	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050053	$13.00	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050054	$125.59	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050055	$58.46	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050056	$203.74	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050057	$77.26	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050058	$1,950.37	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050059	$219.38	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050060	$496.39	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050061	$13.00	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050062	$187.08	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050063	$250.02	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050064	$1,084.30	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050065	$193.27	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050066	$358.22	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050067	$41.36	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050068	$436.43	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050069	$16.04	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050070	$45.00	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050071	$39.18	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050072	$459.12	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050073	$117.48	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050074	$107.41	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050075	$275.17	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050076	$216.25	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050077	$65.53	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050078	$17.78	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050079	$52.67	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050080	$86.91	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050081	$114.33	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050082	$3.26	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050083	$7.42	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050084	$34.18	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050085	$47.00	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050086	$82.86	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050087	$232.63	12/5/2007	12/6/2007	12/6/2007	Issued

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Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70050088	$135.33	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050089	$105.74	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050090	$3.50	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050091	$1,666.56	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050092	$73.30	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050093	$112.66	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050094	$1,023.12	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050095	$127.36	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050096	$85.62	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050097	$658.89	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050098	$39.18	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050099	$125.59	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050100	$848.61	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050101	$209.96	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050102	$128.00	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050103	$24.76	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050104	$310.87	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050105	$13.00	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050106	$76.34	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050107	$205.99	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050108	$69.48	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050109	$86.85	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050110	$47.84	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050111	$737.50	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050112	$255.54	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050113	$95.14	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050114	$136.70	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050115	$168.86	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050116	$54.64	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050117	$173.10	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050118	$1,056.25	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050119	$30.00	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050120	$170.80	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050121	$40.68	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050122	$112.77	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050123	$113.88	12/5/2007	12/6/2007	12/6/2007	Issued

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00000000000010008578	GUSIP970A	70050124	$680.32	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050125	$71.30	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050126	$116.98	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050127	$209.55	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050128	$321.07	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050129	$831.09	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050130	$127.57	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050131	$146.96	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050132	$141.74	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050133	$18.37	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050134	$42.06	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050135	$118.22	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050136	$1,411.06	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050137	$14.15	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050138	$0.80	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050139	$5.00	12/5/2007	12/6/2007	12/6/2007	Issued
00000000000010008578	GUSIP970A	70050140	$31.99	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050141	$15.46	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050142	$20.41	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050143	$28.60	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050144	$175.07	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050145	$162.97	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050146	$178.19	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050147	$238.42	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050148	$1,808.22	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050149	$81.08	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050150	$9,821.47	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050151	$167.36	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050152	$17.35	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050153	$53.78	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050154	$63.91	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050155	$18.00	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050156	$311.67	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050157	$64.58	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050158	$75.30	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050159	$112.38	12/6/2007	12/7/2007	12/7/2007	Issued

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Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70050160	$80.05	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050161	$955.08	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050162	$88.65	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050163	$197.95	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050164	$103.70	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050165	$51.21	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050166	$501.46	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050167	$24.40	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050168	$380.09	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050169	$3.10	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050170	$484.79	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050171	$31.98	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050172	$133.46	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050173	$80.31	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050174	$188.11	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050175	$36.23	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050176	$1,333.13	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050177	$505.76	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050178	$49.36	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050179	$13.00	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050180	$208.00	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050181	$24.40	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050182	$4,580.93	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050183	$2,915.50	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050184	$81.00	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050185	$102.15	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050186	$78.60	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050187	$706.66	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050188	$146.67	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050189	$42.81	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050190	$56.25	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050191	$258.73	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050192	$105.52	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050193	$328.42	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050194	$178.24	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050195	$74.63	12/6/2007	12/7/2007	12/7/2007	Issued

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00000000000010008578	GUSIP970A	70050196	$65.82	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050197	$137.50	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050198	$95.02	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050199	$74.89	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050200	$2,039.42	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050201	$2,045.20	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050202	$424.75	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050203	$382.44	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050204	$148.49	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050205	$89.47	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050206	$577.08	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050207	$2.73	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050208	$25.00	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050209	$25.96	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050210	$93.41	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050211	$57.68	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050212	$524.30	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050213	$53.72	12/6/2007	12/7/2007	12/7/2007	Issued
00000000000010008578	GUSIP970A	70050214	$45.90	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050215	$119.22	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050216	$40.95	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050217	$152.08	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050218	$325.47	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050219	$16.04	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050220	$863.10	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050221	$175.00	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050222	$280.12	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050223	$47.84	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050224	$366.25	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050225	$161.10	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050226	$1,220.10	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050227	$103.00	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050228	$66.40	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050229	$609.20	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050230	$33.25	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050231	$312.50	12/8/2007	12/10/2007	12/10/2007	Issued

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Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70050232	$247.94	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050233	$2,667.00	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050234	$52.84	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050235	$112.54	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050236	$26.77	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050237	$105.00	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050238	$280.33	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050239	$14.96	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050240	$1,173.74	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050241	$24.84	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050242	$101.71	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050243	$166.51	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050244	$352.41	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050245	$50.04	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050246	$4,188.08	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050247	$995.61	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050248	$232.75	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050249	$3,082.27	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050250	$24.40	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050251	$135.72	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050252	$68.33	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050253	$39.30	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050254	$166.60	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050255	$12.04	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050256	$34.30	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050257	$44.01	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050258	$194.32	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050259	$7.01	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050260	$88.65	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050261	$124.00	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050262	$91.77	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050263	$32.83	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050264	$143.15	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050265	$87.79	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050266	$1,367.00	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050267	$78.00	12/8/2007	12/10/2007	12/10/2007	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 12/04/2007 through 12/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70050268	$40.19	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050269	$176.57	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050270	$60.53	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050271	$25.83	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050272	$121.80	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050273	$280.00	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050274	$208.29	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050275	$38.75	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050276	$18.00	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050277	$4,014.40	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050278	$70.21	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050279	$34.41	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050280	$746.91	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050281	$63.04	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050282	$24.40	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050283	$236.96	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050284	$211.16	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050285	$31.99	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050286	$562.79	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050287	$135.11	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050288	$5,060.16	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050289	$384.24	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050290	$168.31	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050291	$96.75	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050292	$87.79	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050293	$39.36	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050294	$110.50	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050295	$85.62	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050296	$148.76	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050297	$812.53	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050298	$488.73	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050299	$26.81	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050300	$158.61	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050301	$2.01	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050302	$56.94	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050303	$135.71	12/8/2007	12/10/2007	12/10/2007	Issued

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 12/04/2007 through 12/10/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Date	Transaction Type
00000000000010008578	GUSIP970A	70050304	$253.42	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050305	$70.00	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050306	$2,072.70	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050307	$13.00	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050308	$903.32	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050309	$78.00	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050310	$172.23	12/8/2007	12/10/2007	12/10/2007	Issued
00000000000010008578	GUSIP970A	70050311	$35,771.77	12/9/2007	12/10/2007	12/10/2007	Issued
Total			$188,277.13				

AI-7118 **19.K.**

Position Reclassification
CC REGULAR

Date: 12/18/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Commissioner Precinct No. 2
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Pct. #2:
1. Discussion, consideration, and approval of position reclassification for one (1) Special Projects Coordinator position, slot no. 122-006-0008 at $37,620.00 previously approved by Civil Service on 12/13/2007. Position reclassified to Special Projects/Programs Manager at $47,500.00 effective next full pay period (12/24/2007).
2. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

Attachments

Link: Job Description

Link: Fiscal Note

Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	12/14/2007 02:22 PM	APRV
2	Budget & Management	Dina Trevino	12/14/2007 02:56 PM	APRV
3	Dale Kennan	Dale Kennan	12/14/2007 04:29 PM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 04:44 PM	APRV
5	Purchasing Department	Marty Salazar	12/14/2007 04:50 PM	APRV
6	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV

Form Started By: Rosie Cantu — Started On: 12/14/2007 12:04 PM

Final Approval Date: 12/14/2007

HIDALGO COUNTY

Precinct 2 – Road & Bridge Paved/Unpaved

NEW

JOB TITLE: Special Projects/Programs Manager **FLSA STATUS:** NON-EXEMPT

DEPARTMENT: 122 **CIVIL SERVICE STATUS:** NON-EXEMPT

GENERAL JOB DESCRIPTION:

Under the direction of the County Commissioner for Precinct 2 or other designated supervisor, manages and oversees special projects and programs for the precinct, assists the Commissioner in the planning and implementation of the various road and bridge projects under the Border Colonia Access Program, Urban County Program, and the various road construction Inter-Local Agreements. Supervises the Community Resource Center staff, and coordinates other administrative activities for the Commissioner.

EXAMPLES OF WORK PERFORMED:

- Coordinates administrative activities for the Commissioner and Precinct Department Staff and may represent the Commissioner at meetings and/or functions
- Develops planning policies or procedures and provides administrative and organizational support to the Commissioner including data research and report preparation
- Serves as the Precinct's liaison to the Border Colonia Access Program, including the monitoring of BCAP projects and grant expenditures, and coordinates with the BCAP Director, Project Engineers, Contractors, TX-DOT and other related agencies.
- Serves as the Precinct's liaison to the Urban County Program, including the monitoring of Urban County projects and grant expenditures, and coordinates with the Urban County Director, Project Engineers, Contractors, and the Urban County Coordinator
- Oversees the GASB Roads/Inventory Project for the Precinct and will provide administrative support in managing, monitoring, and tracking inventory projects.
- Supervises Precinct's CRC staff including the Center Director and Outreach Staff
- .Coordinates public hearing for precincts projects including Urban County and other programs
- Performs other duties as assigned by the Commissioner. Duties may change according to the changing needs of the Precinct and/or the County

MINIMUM QUALIFICATIONS:

An associates degree from a junior college or university and two years of administrative experience or a High School Diploma or GED and five years of administrative experience.

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

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must possess a valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of automated systems. Operated and maintain office equipment (e.g. copier, fax, phone systems, personal computer, etc.)
- Knowledge of governmental accounting and budgetary procedures
- Knowledge of the principles of organization and management
- Ability to understand and follow, and/or give oral and written instructions.
- Ability to communicate effectively, especially orally with persons of varying educational backgrounds.
- Ability to maintain complete and accurate records.
- Employee shall be able to make decisions/corrections as needed and must have strong public relation skills both written and oral;
- Employee must be organized.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve;

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM:

Employee is required to follow all County and departmental safety regulations.

Hidalgo County Budget Office
FISCAL NOTE

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

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, December 18, 2007

Agenda Item: AI-7118

Summary of request/proposal: The Commissioner Precinct No. 2 office is requesting the reclassification for one (1) Special Projects Coordinator position, slot no. 122-006-0008 at $37,620.00. Position reclassified to Special Projects Manager at $47,500.00 next full pay period (12/24/2007).

Fund	Position	Slot#	Obj	Current Budgeted Salary	Budgeted Salary Requested	Total Adjustment Requested
1202	SPECIAL PROJECTS/PROGRAMS MANAGER	0008	113	$37,620.00	$47,500.00	$9,880.00
				$37,620.00	$47,500.00	$9,880.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1202-431-00-122-006-0-	121	PCT.2 P/U RD-	PERM F/T EMPLOYEES	$227.13
7-1202-431-00-122-006-0-	211	PCT.2 P/U RD-	HEALTH INSURANCE	-
7-1202-431-00-122-006-0-	212	PCT.2 P/U RD-	LIFE INSURANCE	-
7-1202-431-00-122-006-0-	220	PCT.2 P/U RD-	FICA	$17.38
7-1202-431-00-122-006-0-	230	PCT.2 P/U RD-	RETIREMENT	$20.26
7-1202-431-00-122-006-0-	250	PCT.2 P/U RD-	UNEMPLOYMENT COMP	$1.14
7-1202-431-00-122-006-0-	260	PCT.2 P/U RD-	WORKER'S COMP	$1.32
				$267.23

2008 Budgetary Impact: $ 11,623.82

Possible Funding Sources: WITHIN DEPT BUDGET-LAPSED FUNDING

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

1203-431-00-123-005-0
PCT.2 P/U RD

AI-7118

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$61,646.00	$0.00	$61,646.00	0.03	$1,849.00	$0.00	$63,495.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0002	113	FIELD OPER DIR	$48,140.00	$0.00	$48,140.00	0.03	$1,444.00	$11,916.00	$61,500.00	$61,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$61,500.00
0003	113	RESEARCH AND DEVELOPMENT DIRECTOR	$43,600.00	$0.00	$43,600.00	0.03	$1,308.00	$0.00	$44,908.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0004	113	EXECUTIVE ASSISTANT	$40,528.00	$0.00	$40,528.00	0.03	$1,216.00	$0.00	$41,744.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0005	113	HR COORDINATOR	$0.00	$40,000.00	$40,000.00	0	$0.00	$0.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	SAFETY COORDIN	$37,428.00	$0.00	$37,428.00	0.045	$1,684.00	$0.00	$39,112.00	$39,112.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,112.00
0007	113	ACCOUNTANT	$0.00	$38,000.00	$38,000.00	0	$0.00	$0.00	$38,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		S/B SPECIAL PROJECTS/PROGRAMS MGR.						**s/b $9,880.00**	**s/b $47,500.00**							
0008	**113**	~~**SPECIAL PROJECT COORDINATOR**~~	**$36,000.00**	**$0.00**	**$36,000.00**	**0.045**	**$1,620.00**	~~**$0.00**~~	~~**$37,620.00**~~	**$37,620.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$37,620.00**
0009	113	ASST FIELD/OP DIR	$34,682.00	$0.00	$34,682.00	0.045	$1,561.00	$0.00	$36,243.00	$35,553.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,553.00
0010	113	HEAVY EQUIPMENT OPERATOR III	$31,151.00	$0.00	$31,151.00	0.045	$1,402.00	$0.00	$32,553.00	$32,553.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,553.00
0011	113	HEAVY EQUIPMENT OPERATOR III	$29,741.00	$0.00	$29,741.00	0.0675	$2,008.00	$0.00	$31,749.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0012	113	HEAVY EQ OP III	$29,741.00	$0.00	$29,741.00	0.0675	$2,008.00	$0.00	$31,749.00	$31,749.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,749.00
0013	113	HEAVY EQ OP III	$29,741.00	$0.00	$29,741.00	0.0675	$2,008.00	$0.00	$31,749.00	$29,696.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,696.00
0014	113	MECHANIC III	$27,931.00	$0.00	$27,931.00	0.0675	$1,885.00	$0.00	$29,816.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0015	113	OFFICE COORDINATOR	$27,254.00	$0.00	$27,254.00	0.0675	$1,840.00	$0.00	$29,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	113	HEAVY EQUIPMENT OPERATOR II	$25,566.00	$0.00	$25,566.00	0.0675	$1,726.00	$0.00	$27,292.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0017	113	MECHANIC II	$25,397.00	$0.00	$25,397.00	0.0675	$1,714.00	$0.00	$27,111.00	$27,111.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,111.00
0018	113	A/P CLERK	$25,380.00	$0.00	$25,380.00	0.0675	$1,713.00	$0.00	$27,093.00	$27,093.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,093.00
0019	113	INVENTORY CLK	$25,039.00	$0.00	$25,039.00	0.0675	$1,690.00	$0.00	$26,729.00	$26,729.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,729.00
0020	113	CLERK/RECEPTIONIST	$24,225.00	$0.00	$24,225.00	0.0675	$1,635.00	$0.00	$25,860.00	$25,860.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,860.00
0021	113	OFFICE CLERK	$24,225.00	$0.00	$24,225.00	0.0675	$1,635.00	$0.00	$25,860.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0022	113	TRCK DRVER III	$24,152.00	$0.00	$24,152.00	0.0675	$1,630.00	$0.00	$25,782.00	$25,782.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,782.00
0023	113	TRCK DRVER III	$23,901.00	$0.00	$23,901.00	0.0675	$1,613.00	$0.00	$25,514.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	TRCK DRVER III	$23,901.00	$0.00	$23,901.00	0.0675	$1,613.00	$0.00	$25,514.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	HEAVY EQ OP II	$23,740.00	$0.00	$23,740.00	0.0675	$1,602.00	$0.00	$25,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0026	113	TRCK DRIVER I	$23,018.00	$0.00	$23,018.00	0.0675	$1,554.00	$0.00	$24,572.00	$22,647.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,647.00
0027	113	TRCK DRIVER II	$22,610.00	$0.00	$22,610.00	0.0675	$1,526.00	$0.00	$24,136.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0028	113	TRCK DRIVER II	$22,497.00	$0.00	$22,497.00	0.0675	$1,519.00	$0.00	$24,016.00	$24,016.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,016.00
0029	113	TRCK DRIVER II	$22,497.00	$0.00	$22,497.00	0.0675	$1,519.00	$0.00	$24,016.00	$22,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,748.00
0030	113	TRF SA/SPC III	$22,474.00	$0.00	$22,474.00	0.0675	$1,517.00	$0.00	$23,991.00	$22,647.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,647.00
0031	113	HEAVY EQUIPMENT OPERATOR II	$22,321.00	$0.00	$22,321.00	0.0675	$1,507.00	$0.00	$23,828.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	TRCK DRIVER II	$22,286.00	$0.00	$22,286.00	0.0675	$1,504.00	$0.00	$23,790.00	$23,790.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,790.00
0033	113	MAINTENANCE I	$21,794.00	$0.00	$21,794.00	0.0675	$1,471.00	$0.00	$23,265.00	$23,264.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,264.00
0034	113	TRUCK DRIVER II	$21,601.00	$0.00	$21,601.00	0.0675	$1,458.00	$0.00	$23,059.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	MAINTENANCE II	$20,800.00	$0.00	$20,800.00	0.0675	$1,404.00	$0.00	$22,204.00	$21,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,840.00
0036	113	MAINTENANCE II	$0.00	$21,840.00	$21,840.00	0	$0.00	$0.00	$21,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0037	113	TRF SA/SPC I	$20,005.00	$0.00	$20,005.00	0.0675	$1,350.00	$0.00	$21,355.00	$19,905.60	$0.00	$0.00	$0.00	$0.00	$0.00	$19,906.00
0038	113	MAINTENANCE I	$19,441.00	$0.00	$19,441.00	0.0675	$1,312.00	$0.00	$20,753.00	$20,753.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,753.00
0039	113	MAINTENANCE I	$19,441.00	$0.00	$19,441.00	0.0675	$1,312.00	$0.00	$20,753.00	$19,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,345.00

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

1203-431-00-123-005-0
PCT.2 P/U RD

AI-7118

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	
0040	113	MAINTENANCE I	$19,052.00	$0.00	$19,052.00	0.0675	$1,286.00	$0.00	$20,338.00	$19,285.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,285.00
0041	113	MAINTENANCE I	$18,720.00	$0.00	$18,720.00	0.0675	$1,264.00	$0.00	$19,984.00	$19,215.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,215.00
0042	113	MAINTENANCE I	$18,720.00	$0.00	$18,720.00	0.0675	$1,264.00	$0.00	$19,984.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0043	113	MAINTENANCE I	$18,457.00	$0.00	$18,457.00	0.0675	$1,246.00	$0.00	$19,703.00	$19,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,345.00
0044	113	TRAF SA/SP I	$18,122.00	$0.00	$18,122.00	0.0675	$1,223.00	$0.00	$19,345.00	$17,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,689.00
0045	113	TRAF SA/SP I	$18,122.00	$0.00	$18,122.00	0.0675	$1,223.00	$0.00	$19,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T046	121	MAINTENANCE	$0.00	$17,689.00	$17,689.00	0	$0.00	$0.00	$17,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T047	121	MAINTENANCE	$0.00	$17,689.00	$17,689.00	0	$0.00	$0.00	$17,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T048	121	MAINTENANCE	$0.00	$17,689.00	$17,689.00	0	$0.00	$0.00	$17,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T051	121	MAINTENANCE	$0.00	$17,689.00	$17,689.00	0	$0.00	$0.00	$17,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T052	121	MAINTENANCE	$0.00	$17,689.00	$17,689.00	0	$0.00	$0.00	$17,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0055	114	OFFICE CLERK	$0.00	$9,360.00	$9,360.00	0	$0.00	$0.00	$9,360.00	$9,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,360.00
		TOTAL	$1,115,087.00	$197,645.00	$1,312,732.00		$64,863.00	$11,916.00	$1,389,511.00	$730,207.60	$0.00	$0.00	$0.00	$0.00	$0.00	$730,208.00

Proposed Reclassification for Slot No. 122-006-0008 from Special Projects Coordinator at $37,620.00 to Special Projects/Programs Manager at $47,500.00 PENDING COMMISSIONERS' COURT * APPROVAL

AI-7111 **19.L.**

Appropriation of funds for the SCAAP Grant for FY 2007
CC REGULAR

Date: 12/18/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Sheriff's Department:
Approval to appropriate funds for the FY 2007 State Criminal Alien Assistance Program (SCAAP) grant (grant #2008-AP-BX-0306) in the total amount of $241,214.00.

BACKGROUND

Acceptance of the SCAAP grant award for FY 2007 was approved by CC on 12-5-07, refer to AI 6836.
For FY 2007 onward, the Dept of Justice Reauthorization Act of 2005 requires that all SCAAP funds be used for correctional purposes only.
There is no cash match or reporting requirements for this grant.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1284-423-00-280-040-7-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the amount of $241,214.00 for FY 2007 SCAAP Grant.

Revenue acct #7-1284-331-10-280-040-7-000 SCAAP Revenues. No cash match or reporting requirements for this grant.

Attachments

Link: FY 2007 SCAAP Grant Backup
Link: SCAAP BA FY 2007
Link: Email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	12/14/2007 04:03 PM	APRV
2	Budget & Management	Dina Trevino	12/14/2007 04:34 PM	APRV
3	Rey Salazar	Rey Salazar	12/14/2007 04:52 PM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 05:11 PM	APRV

5	Purchasing Department	Marty Salazar	12/14/2007 05:19 PM	APRV
6	Court Administrator	Monica Badillo	12/14/2007 05:32 PM	APRV

Form Started By: Ivan Cantu Started On: 12/14/2007 08:06 AM

Final Approval Date: 12/14/2007

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

MEMORANDUM

TO: Valde Guerra, Executive Officer
Department of Budget and Management

FROM: Lupe Trevino, Sheriff
Hidalgo County Sheriff's Office

By: Anacleto Martinez, Chief Deputy

DATE: November 19, 2007

RE: FY 2007 SCAAP Grant Award

The Bureau of Justice Assistance has notified us that they have completed their review of the Hidalgo County Adult Detention Bureau's inmate and correctional officer data related to the State Criminal Alien Assistance Program (SCAAP). The County of Hidalgo has been awarded an amount identified as $241,214.00 for FY 2007. We are now required to accept such award within 45 calendar days of notification which has been established as November 15th, 2007.

For FY 2007 onward, however, the Department of Justice Reauthorization Act of 2005 requires that all SCAAP funds be used for correctional purposes only (see attached). BJA has provided us with a list of acceptable uses for the funds, and the Sheriff's Office has determined that for this award we will utilize the funds for the purchase of transportation vehicles in keeping with the Budget Office's vehicle replacement program. Other categories that we would probably utilize are Prison Industries and Technology for interagency information sharing.

Based on the aforementioned requirement on the expenditure of the SCAAP funds, the Sheriff's Office would like to see a separate account created for the deposit and tracking of expenditures out of this fund. We are therefore requesting that this item be placed on Commissioner's Court Agenda for the award acceptance. If we can be of any other assistance please feel free to communicate with us at (956) 393-6002.

Cc: Raul Silguero, DBM
Dina Trevino, DBM

7-1100-331-00-280-001-0-000

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

State Criminal Alien Assistance Program 2007-F3516-TX-AP

OMB Number: 1121-0243
Expires: 02/29/2004

SCAAP Help

GMS Home

Log Off

Grant Number: 2008-AP-BX-0306

Jurisdiction: County of Hidalgo

Vendor Number: 746000717

Award Amount: $241,214

Fiscal Year 2007 Payment Acceptance and Electronic Transfer of Funds

The Bureau of Justice Assistance (BJA) has completed its review of your facility, inmate, and correctional officer data related to the State Criminal Alien Assistance Program (SCAAP). The Bureau of Immigration and Customs Enforcement has vetted the inmate records, and an award amount has been calculated.

In accepting this award, you understand that BJA reserves the right to take appropriate administrative action, including intensive monitoring, repayment action, or adjustment to future payments, to resolve data discrepancies, errors, or audit findings related to any information reported in your application.

Applicants are now required to accept awards online within 45 calendar days of award notice, in accordance with the Office of Justice Programs (OJP) Financial Guide, Part II, Chapter 2, Acceptance Procedures requiring acceptance/drawdown of awards with 45 days of notice of award, and Part IV, Chapter 2, section 16.606, State Criminal Alien Assistance Program (SCAAP) requiring an "expeditious draw-down of payments."

Jurisdictions accepting SCAAP awards are not required to submit financial or progress reports to OJP. For FY 2007 SCAAP awards, the Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) requires that all SCAAP funds be used for correctional purposes only. Please see the use of funds list and certification below. With your acceptance (by clicking on the Accept button below) of SCAAP's terms, conditions, and award amount, OJP will initiate an electronic payment in that amount to your bank account of record, as

verified through the on-line SCAAP registration process and in accordance with applicable E-Government rules and requirements.

All issues related to the electronic transfer of funds or the bank account of record must be referred to the OC Customer Service Center at 800-458-0786. Please allow 15 business days for the electronic payment process to be complete before contacting OC. Please have the grant number, amount, and vendor information (noted above) available when you call.

FY 2007 SCAAP Use of Funds List

- Salaries for corrections officers
- Overtime costs
- Performance based bonuses
- Corrections work force recruitment and retention
- Construction of corrections facilities
- Training / education for offenders
- Training for corrections officers related to offender population management
- Consultants involved with offender population
- Medical and mental health services
- Vehicle rental / purchase for transport of offenders
- Prison Industries
- Pre-release / reentry programs
- Technology involving offender management / inter agency information sharing
- Disaster preparedness continuity of operations for corrections facility

☐ As the CEO or authorized designee of this jurisdiction, I understand the guidelines and requirements as associated with the previous statements and agree to abide by them in all matters involving the FY 2007 State Criminal Alien Assistance Program.

Accept | Decline

Richard Ozuna/HCSO
11/02/2007 04:05 PM

To Anacleto Martinez/HCSO@HCSO, Rene Gonzalez/HCSO@HCSO
cc
bcc
Subject Fw: FY 2007 SCAAP Update

Lt. Richard Ozuna
Hidalgo County Sheriff's Office
711 East El Cibolo Road
Edinburg, Texas 78539
Voice: (956) 393-6022
FAX: (956) 393-6021
—— Forwarded by Richard Ozuna/HCSO on 11/02/2007 03:59 PM ——

"SCAAP" <SCAAP@usdoj.gov>
11/02/2007 02:55 PM

To "SCAAP" <SCAAP1@usdoj.gov>
cc
bcc
Subject FY 2007 SCAAP Update

Dear FY 2007 SCAAP Applicants,

The Bureau of Justice Assistance (BJA) continues to work on processing the FY 2007 SCAAP applications.

BJA would like to remind FY 2007 SCAAP applicants of updates in the Guidelines, including that starting with 2007 SCAAP awards, funds may be used for "correctional purposes only." Jurisdictions receiving FY 2007 SCAAP awards will be required to certify, when they accept the awards, that they intend to use FY 2007 SCAAP funding for one or more of the corrections purposes appearing in the list within this email. Additionally, please note that inmate data submitted with SCAAP applications may be shared with other federal government agencies.

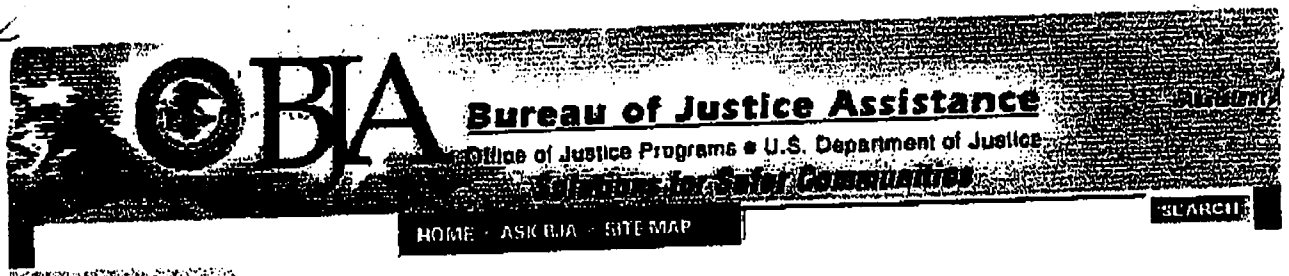
For questions regarding the use of funds list or suggestions for the list, please contact the SCAAP Help Desk at SCAAP@usdoj.gov

SCAAP Program Team

FY 2007 SCAAP Use of Funds List

Salaries for corrections officers
Overtime costs

Performance based bonuses
Corrections work force recruitment and retention
Construction of corrections facilities
Training / education for offenders
Training for corrections officers related to offender population management
Consultants involved with offender population
Medical and mental health services
Vehicle rental / purchase for transport of offenders
Prison Industries
Pre-release / reentry programs
Technology involving offender management / inter agency information sharing
Disaster preparedness continuity of operations for corrections facility



About BJA
Funding
Programs
Training and Technical Assistance
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Publications

Programs

State Criminal Alien Assistance Program (SCAAP)

FY 2007 SCAAP Guidelines (PDF)
FY 2007 ICE Country Codes (PDF)
FY 2007 Inmate Data File Format (PDF)

FY 2007 SCAAP Funds
The application period for FY 2007 SCAAP funds is now open. All applications must be submitted via the OJP online Grants Management System (GMS). Applicants must complete the GMS registration process by 8:00 pm e.t. on July 11, 2007. All completed applications must be submitted by 8:00 pm e.t. on July 18, 2007.

Overview: BJA administers SCAAP, in conjunction with the Bureau of Immigration and Customs Enforcement and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period.

NEW! Use of SCAAP Awards: The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." **Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only.** Jurisdictions receiving SCAAP awards will be asked to report the projected use of these funds at the time the award is accepted.

Reporting Period: The reporting period for the FY 2007 application period is July 1, 2005 through June 30, 2006. Only qualifying inmates who served four or more days during this period may be included in the FY 2007 SCAAP application.

Eligible Inmates - Applicant Responsibilities: Unless otherwise prohibited, applicants may submit records of inmates in their custody during the reporting period who: were born outside the United States or one of its territories and had no reported or documented claim to U.S. citizenship; were in the applicant's custody for four or more consecutive days during the reporting period; were convicted of a felony or second misdemeanor for violations of state or local law; were identified and reported using due diligence.

Due Diligence
In preparing the inmate data files of persons meeting the eligibility criteria for SCAAP, jurisdictions shall use due diligence to determine the accuracy of the inmate records and related claims submitted to BJA, and they shall not submit an inmate record if the jurisdiction knows or has reason to know that the information is false or that the inmate does not qualify.

Account Inquiry - FAINQ01A 10/24/2006 9:00 am

Account Year 7 Accounting Period 13 ○ Period ◉ YTD 184553 pg 1010-1

Account No 7-1100-331-00-280-001-0-000 Description STATE CRIMINAL ALIEN ASSIST PROG (SCAAP)

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | PH

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	198,750.00	198,750.00	.00	.00	198,750.00
07	.00	.00	.00	448,821.00	250,071.00-
10	.00	.00	.00	51,787.00	301,858.00-
YTD	198,750.00	198,750.00	.00	500,608.00	301,858.00-
PRE	.00	.00	.00	.00	.00
TOT	198,750.00	198,750.00	.00	500,608.00	301,858.00-

DATE: December 14, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET & MANAGEMENT FOR SHERIFF'S DEPT

ACCOUNT NUMBER: FUND 1284 STATE CRIMINAL ALIEN ASSIST. PROGRAM (SCAPP)

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111,**

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, Chapter 111 Subchapter C.

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
7-1284-423-00-280-040-7- 741	**SCAAP-VEHICLES**	**241,214.00**
	TOTAL APPPROPRIATIONS	**241,214.00**
7-1284-331-10-280-040-7- 000	**SCAAP REVENUES**	**241,214.00**
	TOTAL REVENUES	**241,214.00**
TOTAL BUDGET INCREASE (DECREASE)		**241,214.00**

REASON: **To appropriate the FY 2007 SCAAP Grant funds in the amount of $241,214.00. Acceptance of award was approved by CC on 12-5-07, AI 6836.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

From: Mike Escaname [mailto:mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Friday, December 14, 2007 2:29 PM
To: ivan.cantu@co.hidalgo.tx.us
Subject: SCAAP SAGE ACCT #

Ivan,

The following SAGE acct # is for the SCAAP monies:

Revenue:	STATE CRIMINAL ALIEN ASSIST PROG (SCAAP)	7-1284-331-10-280-040-7-000
Expenditure:	STATE CRIMINAL ALIEN ASSIST PROG (SCAAP)	7-1284-423-00-280-040-7-XXX

If you have any questions, please advise.

Thanks,

Mike

Mike Escaname
Grant Accounting Supervisor
Hidalgo County Auditors Office
Edinburg, Texas 78539
(956) 318-2511 ext. 4670

AI-7126 **19.M.**

Creation of 449th District Court
CC REGULAR

Date: 12/26/2007
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

449th District Court/Juvenile Justice Court
1. Discussion, consideration, and approval to create the 449th District Court.
2. Approval of interdepartmental transfer from County Wide Admin.- Contingency to 449th District Court.
3. Approval to create slot #001-Judge (449th District Court) and set salary, effective 12-14-2007
4. Approval to transfer the following slots/employees from the Juvenile Justice Crt. to the 449th District Court and set salaries:

Slot No.	Position Title	Employee No.
No. 002	Court Reporter	157554
No. 003	Court Coordinator	088439
No. 004	Baliff/Interpreter	034363
No.005	Assistant Court Coordinator	019909

5. Approval of salary schedule (449th District Court).
6. Approval of revised salary schedule (Juvenile Justice Court).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management (Originator)	Dina Trevino	12/14/2007 04:51 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/14/2007 05:30 PM	APRV
3	Human Resources		12/14/2007 05:37 PM	NEW

Form Started By: Dina Trevino — Started On: 12/14/2007 04:06 PM

Final Approval Date: 12/14/2007

AI-7125 **19.N.**

Year End Budget Report
CC REGULAR

Date: 12/18/2007
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Presentation of 2007 Year End Budget Report- General Fund.

BACKGROUND

1. Est. Actual Revenues- 2007
2. Est. Actual Expenditures- 2007
3. General Fund- Fund Balance Analysis 2007
4. Contingency Account- Transfers Analysis
5. Commissioners' Court Report- Non-Agenda Transfers

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/14/2007 04:13 PM	APRV
2	Erika Reyna	Erika Reyna	12/14/2007 04:20 PM	APRV
3	Auditor's Office	Arcilia Duran	12/14/2007 04:41 PM	APRV
4	Purchasing Department	Marty Salazar	12/14/2007 04:50 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 05:09 PM	APRV

Form Started By: Veronica Lopez Started On: 12/14/2007 03:15 PM

Final Approval Date: 12/14/2007

AI-7096 **20.D.**

Closed Session-Jose L. Ramirez vs. Deere & Co.
CC REGULAR

Date: 12/18/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Cause No. C-212-04E; Jose Luis Ramirez and Rosemary Ramirez, Each Individually vs Deere & Company, Individually and D/B/A John Deere Company and/or John Deere and Alfonso Medina, Individually and D/B/A Medina Boer Goat Ranch

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2007 11:19 AM	APRV
2	Auditor's Office	Arcilia Duran	12/14/2007 02:37 PM	APRV
3	Purchasing Department	Marty Salazar	12/14/2007 02:53 PM	APRV
4	Court Administrator (Originator)	Monica Badillo	12/14/2007 03:06 PM	APRV

Form Started By: Monica Badillo — Started On: 12/13/2007 10:04 AM

Final Approval Date: 12/14/2007

AI-7097 **21.D.**

Open Session - Jose L. Ramirez vs. Deere & Co.
CC REGULAR

Date: 12/18/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Cause No. C-212-04E; Jose Luis Ramirez and Rosemary Ramirez, Each Individually vs Deere & Company, Individually and D/B/A John Deere Company and/or John Deere and Alfonso Medina, Individually and D/B/A Medina Boer Goat Ranch

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2007 11:19 AM	APRV
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Form Started By: Monica Badillo — Started On: 12/13/2007 10:05 AM

Final Approval Date: 12/14/2007