**AI-8073** **6.B.**

# Health & Human Services Dept Credit Cards
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
**Department:** HEALTH & HUMAN SERVICES DEPT.
**Agenda Area:** Health & Human Services Dept.

## Information

### CAPTION

Requesting authorization and approval to utilize the following credit cards for purchases made by Health & Human Services Department personnel:
-Walmart
-Home Depot
-Barnes & Noble
-Best Buy

### BACKGROUND

Walmart card is needed to purchase medication/medical supplies for patients seen at our clinics, medicinal foods given to TB patients at our TB clinic, containers used to transport vaccines to and from our clinics, items needed for the operation of our EOC.

Home Depot card is needed to purchase supplies and tools to make minor repairs and perform general maintenance to Health & Human Services Department facilities.

Barnes & Noble card is needed to purchase the Red Book, the PDR (Physician Desk Reference), Infectious Diseases and Preparedness books and manuals to be used as reference materials at our clinics.

Best Buy card is needed to purchase items such as refrigerators for cold storage of vaccines and televisions for patients to view at our clinic reception/waiting areas.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

Funding from various accounts from Health & Human Services Dept. Please see attached expenditure report.

## Attachments

Link: Expenditure Report

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/22/2008 11:53 AM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 02/22/2008 03:30 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 10:37 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 03/02/2008 06:11 PM | APRV |
| 5 | Court Administrator | Monica Badillo | 03/03/2008 07:33 AM | APRV |

Form Started By: Dan Beltran Started On: 02/22/2008 10:12 AM

Final Approval Date: 03/03/2008

# Hidalgo County

## Expenditure Summary Report

Standard Report Format



| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1100 GENERAL FUND** | | | | | | | |
| 8-1100-441-00-340-001-0-112 | HEALTH ADM-SALARIES OF DEPT HEADS | 95,576.00 | .00 | 12,441.85 | 12,441.85 | 83,134.15 | 13.02 |
| 8-1100-441-00-340-001-0-113 | HEALTH ADM-PERM F/T EMPLOYEES | 1,027,427.00 | .00 | 127,074.71 | 127,074.71 | 900,352.29 | 12.37 |
| 8-1100-441-00-340-001-0-115 | HEALTH ADM-LONGEVITY PAY | 11,580.00 | .00 | 1,405.00 | 1,405.00 | 10,175.00 | 12.13 |
| 8-1100-441-00-340-001-0-118 | HEALTH ADM-AUTO ALLOWANCE | 48,000.00 | .00 | 6,292.34 | 6,292.34 | 41,707.66 | 13.11 |
| 8-1100-441-00-340-001-0-211 | HEALTH ADM-HEALTH INSURANCE | 166,560.00 | .00 | 25,331.04 | 25,331.04 | 141,228.96 | 15.21 |
| 8-1100-441-00-340-001-0-212 | HEALTH ADM-LIFE INSURANCE | 1,320.00 | .00 | 181.85 | 181.85 | 1,138.15 | 13.78 |
| 8-1100-441-00-340-001-0-220 | HEALTH ADM-FICA | 90,469.00 | .00 | 10,936.96 | 10,936.96 | 79,532.04 | 12.09 |
| 8-1100-441-00-340-001-0-230 | HEALTH ADM-RETIREMENT | 103,830.00 | .00 | 12,925.52 | 12,925.52 | 90,904.48 | 12.45 |
| 8-1100-441-00-340-001-0-250 | HEALTH ADM-UNEMPLOYMENT COMP | 5,913.00 | .00 | 736.18 | 736.18 | 5,176.82 | 12.45 |
| 8-1100-441-00-340-001-0-260 | HEALTH ADM-WORKERS COMP | 14,042.87 | .00 | 1,686.56 | 1,686.56 | 12,356.31 | 12.01 |
| 8-1100-441-00-340-001-0-331 | HEALTH ADM-PHYSICIANS SERVICES | 79,008.00 | 73,800.00 | .00 | .00 | 5,208.00 | 93.41 |
| 8-1100-441-00-340-001-0-339 | HEALTH ADM-OTHER PROFESSIONAL SRV | 2,000.00 | .00 | .00 | .00 | 2,000.00 | .00 |
| 8-1100-441-00-340-001-0-343 | HEALTH ADM-LAUNDRY & DRY CLEANING | 3,600.00 | 2,111.35 | 288.65 | 288.65 | 1,200.00 | 66.67 |
| 8-1100-441-00-340-001-0-346 | HEALTH ADM-HAULING & FREIGHT SERVICES | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1100-441-00-340-001-0-350 | HEALTH ADM-CONTRACTUAL SERVICES | 2,500.00 | 1,280.00 | 960.00 | 960.00 | 260.00 | 89.60 |
| 8-1100-441-00-340-001-0-412 | HEALTH ADM-CABLE/SATELLITE TV | 720.00 | 502.68 | 108.12 | 108.12 | 109.20 | 84.83 |
| 8-1100-441-00-340-001-0-421 | HEALTH ADM-DISPOSAL | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1100-441-00-340-001-0-425 | HEALTH ADM-PEST CONTROL | 2,000.00 | .00 | .00 | .00 | 2,000.00 | .00 |
| 8-1100-441-00-340-001-0-431 | HEALTH ADM-BLDG R&M SERVICE | 2,000.00 | .00 | .00 | .00 | 2,000.00 | .00 |
| 8-1100-441-00-340-001-0-432 | HEALTH ADM-EQUIP R&M SERVICE | 6,000.00 | 900.00 | .00 | .00 | 5,100.00 | 15.00 |
| 8-1100-441-00-340-001-0-434 | HEALTH ADM-REPAIR & MAINT-VEHICLES | 10,500.00 | 1,919.55 | 80.45 | 80.45 | 8,500.00 | 19.05 |
| 8-1100-441-00-340-001-0-442 | HEALTH ADM-EQUIP & VEHICLE RENTALS | 25,000.00 | 16,817.84 | 2,578.66 | 2,578.66 | 5,603.50 | 77.59 |
| 8-1100-441-00-340-001-0-529 | HEALTH ADM-SURETY & NOTARY BONDS | 125.00 | .00 | .00 | .00 | 125.00 | .00 |
| 8-1100-441-00-340-001-0-531 | HEALTH ADM-TELEPHONE | 3,551.00 | .00 | 505.64 | 505.64 | 3,045.36 | 14.24 |
| 8-1100-441-00-340-001-0-532 | HEALTH ADM-CELL PHONE | 10,362.00 | .00 | .00 | .00 | 10,362.00 | .00 |
| 8-1100-441-00-340-001-0-533 | HEALTH ADM-PAGER | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1100-441-00-340-001-0-534 | HEALTH ADM-INTERNET | 1,500.00 | .00 | .00 | .00 | 1,500.00 | .00 |
| 8-1100-441-00-340-001-0-535 | HEALTH ADM-POSTAGE | 18,720.00 | .00 | 1,408.73 | 1,408.73 | 17,311.27 | 7.53 |
| 8-1100-441-00-340-001-0-540 | HEALTH ADM-ADVERTISING | 2,500.00 | .00 | .00 | .00 | 2,500.00 | .00 |
| 8-1100-441-00-340-001-0-550 | HEALTH ADM-PRINTING & BINDING | 8,500.00 | 972.00 | .00 | .00 | 7,528.00 | 11.44 |
| 8-1100-441-00-340-001-0-581 | HEALTH ADM-TRAVEL IN COUNTY | 2,000.00 | .00 | .00 | .00 | 2,000.00 | .00 |
| 8-1100-441-00-340-001-0-583 | HEALTH ADM-TRAVEL OUT OF COUNTY | 13,000.00 | .00 | 1,368.25 | 1,368.25 | 11,631.75 | 10.53 |
| 8-1100-441-00-340-001-0-584 | HEALTH ADM-REGISTRATION FEES | 6,300.00 | .00 | 408.00 | 408.00 | 5,892.00 | 6.48 |
| 8-1100-441-00-340-001-0-601 | HEALTH ADM-OFFICE SUPPLIES | 25,000.00 | 3,041.40 | .00 | .00 | 21,958.60 | 12.17 |
| 8-1100-441-00-340-001-0-602 | HEALTH ADM-PAPER SUPPLIES | 4,600.00 | .00 | .00 | .00 | 4,600.00 | .00 |
| 8-1100-441-00-340-001-0-603 | HEALTH ADM-EDUCATIONAL SUPPLIES | 2,500.00 | .00 | .00 | .00 | 2,500.00 | .00 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1100 GENERAL FUND** | | | | | | | |
| 8-1100-441-00-340-001-0-604 | HEALTH ADM-CHEM,DRUGS,MEDS & LAB SUPPL | 6,200.00 | .00 | .00 | .00 | 6,200.00 | .00 |
| 8-1100-441-00-340-001-0-605 | HEALTH ADM-CLOTHING & UNIFORMS | 3,000.00 | .00 | .00 | .00 | 3,000.00 | .00 |
| 8-1100-441-00-340-001-0-607 | HEALTH ADM-CLEANING & SANITATION SUPPL | 6,000.00 | 187.90 | 810.10 | 810.10 | 5,002.00 | 16.63 |
| 8-1100-441-00-340-001-0-609 | HEALTH ADM-AGRICULTURE & LANDSCAPING | 9,638.00 | .00 | .00 | .00 | 9,638.00 | .00 |
| 8-1100-441-00-340-001-0-611 | HEALTH ADM-POLICE SUPPLIES | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1100-441-00-340-001-0-613 | HEALTH ADM-SAFETY SUPPLIES | 959.00 | .00 | 425.00 | 425.00 | 534.00 | 44.32 |
| 8-1100-441-00-340-001-0-630 | HEALTH ADM-FOOD | 2,600.00 | .00 | .00 | .00 | 2,600.00 | .00 |
| 8-1100-441-00-340-001-0-640 | HEALTH ADM-REFERENCE MATERIALS | 1,500.00 | .00 | 126.00 | 126.00 | 1,374.00 | 8.40 |
| 8-1100-441-00-340-001-0-661 | HEALTH ADM-MINOR OFFICE EQUIPMENT | 1,500.00 | .00 | .00 | .00 | 1,500.00 | .00 |
| 8-1100-441-00-340-001-0-663 | HEALTH ADM-SMALL TOOLS | 1,250.00 | .00 | .00 | .00 | 1,250.00 | .00 |
| 8-1100-441-00-340-001-0-664 | HEALTH ADM-OTHER MINOR EQUIPMENT | 9,000.00 | .00 | .00 | .00 | 9,000.00 | .00 |
| 8-1100-441-00-340-001-0-671 | HEALTH ADM-BLDG R&M SUPPLIES | 2,500.00 | .00 | .00 | .00 | 2,500.00 | .00 |
| 8-1100-441-00-340-001-0-672 | HEALTH ADM-EQUIP R&M SUPPLIES | 3,000.00 | .00 | 22.50 | 22.50 | 2,977.50 | .75 |
| 8-1100-441-00-340-001-0-679 | HEALTH ADM-OTHER R&M SUPPLIES | 5,000.00 | 324.75 | .00 | .00 | 4,675.25 | 6.50 |
| 8-1100-441-00-340-001-0-681 | HEALTH ADM-VEHICLE PARTS & SUPPLIES | 2,400.00 | 86.78 | 64.83 | 64.83 | 2,248.39 | 6.32 |
| 8-1100-441-00-340-001-0-682 | HEALTH ADM-GASOLINE/DIESEL | 65,000.00 | 64,992.00 | .00 | .00 | 8.00 | 99.99 |
| 8-1100-441-00-340-001-0-684 | HEALTH ADM-TIRES & TUBES | 3,000.00 | 837.52 | .00 | .00 | 2,162.48 | 27.92 |
| 8-1100-441-00-340-001-0-810 | HEALTH ADM-DUES & MEMBERSHIPS | 8,000.00 | .00 | 760.00 | 760.00 | 7,240.00 | 9.50 |
| 8-1100-441-00-340-001-0-855 | HEALTH ADM-LATE FEES,PENALTIES & FINANCE | 550.00 | .00 | 22.71 | 22.71 | 527.29 | 4.13 |
| 8-1100-441-00-340-001-0-890 | HEALTH ADM-OTHER | 2,000.00 | .00 | .00 | .00 | 2,000.00 | .00 |
| 8-1100-441-00-340-003-0-113 | HEALTH CLINICS-PERM F/T EMPLOYEES | 2,441,125.00 | .00 | 313,653.15 | 313,653.15 | 2,127,471.85 | 12.85 |
| 8-1100-441-00-340-003-0-114 | HEALTH CLINICS-PERM P/T EMPL | 4,834.00 | .00 | .00 | .00 | 4,834.00 | .00 |
| 8-1100-441-00-340-003-0-115 | HEALTH CLINICS-LONGEVITY PAY | 29,323.20 | .00 | 5,295.03 | 5,295.03 | 24,028.17 | 18.06 |
| 8-1100-441-00-340-003-0-211 | HEALTH CLINICS-HEALTH INSURANCE | 269,238.00 | .00 | 43,535.21 | 43,535.21 | 225,702.79 | 16.17 |
| 8-1100-441-00-340-003-0-212 | HEALTH CLINICS-LIFE INSURANCE | 2,135.00 | .00 | 320.75 | 320.75 | 1,814.25 | 15.02 |
| 8-1100-441-00-340-003-0-220 | HEALTH CLINICS-FICA | 189,359.00 | .00 | 23,652.25 | 23,652.25 | 165,706.75 | 12.49 |
| 8-1100-441-00-340-003-0-230 | HEALTH CLINICS-RETIREMENT | 217,331.00 | .00 | 28,003.64 | 28,003.64 | 189,327.36 | 12.89 |
| 8-1100-441-00-340-003-0-250 | HEALTH CLINICS-UNEMPLOYMENT COMP | 12,381.00 | .00 | 1,594.82 | 1,594.82 | 10,786.18 | 12.88 |
| 8-1100-441-00-340-003-0-260 | HEALTH CLINICS-WORKERS COMP | 37,868.23 | .00 | 4,842.17 | 4,842.17 | 33,026.06 | 12.79 |
| 8-1100-441-00-340-003-0-331 | HEALTH CLINICS-PHYSICIAN SERVICES | 88,000.00 | 34,915.00 | 5,085.00 | 5,085.00 | 48,000.00 | 45.45 |
| 8-1100-441-00-340-003-0-337 | HEALTH CLINICS-PHARMACEUTICAL SERVICES | 18,900.00 | 17,325.00 | 1,575.00 | 1,575.00 | .00 | 100.00 |
| 8-1100-441-00-340-003-0-339 | HEALTH CLINICS-OTHER PROFESSIONAL SRV | 5,800.00 | 3,215.00 | .00 | .00 | 2,585.00 | 55.43 |
| 8-1100-441-00-340-003-0-350 | HEALTH CLINICS-CONTRACTUAL SERVICES | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1100-441-00-340-003-0-411 | HEALTH CLINICS-WATER | 8,200.00 | .00 | 828.80 | 828.80 | 7,371.20 | 10.11 |
| 8-1100-441-00-340-003-0-413 | HEALTH CLINICS-ELEC SURVEILL & SECURITY | 9,636.00 | 855.90 | 285.30 | 285.30 | 8,494.80 | 11.84 |
| 8-1100-441-00-340-003-0-421 | HEALTH CLINICS-DISPOSAL | 6,400.00 | 1,308.71 | 581.29 | 581.29 | 4,510.00 | 29.53 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1100 GENERAL FUND** | | | | | | | |
| 8-1100-441-00-340-003-0-431 | HEALTH CLINICS-BLDG R&M SERVICE | 2,000.00 | .00 | .00 | .00 | 2,000.00 | .00 |
| 8-1100-441-00-340-003-0-432 | HEALTH CLINICS-EQUIP R&M SERVICE | 6,000.00 | 3,494.00 | .00 | .00 | 2,506.00 | 58.23 |
| 8-1100-441-00-340-003-0-441 | HEALTH CLINICS-LAND & BLDG RENTALS | 3,000.00 | .00 | .00 | .00 | 3,000.00 | .00 |
| 8-1100-441-00-340-003-0-442 | HEALTH CLINICS-EQUIP & VEHICLE RENTALS | 36,000.00 | 28,710.73 | 2,634.47 | 2,634.47 | 4,654.80 | 87.07 |
| 8-1100-441-00-340-003-0-531 | HEALTH CLINICS-TELEPHONE | 28,000.00 | .00 | 5,638.49 | 5,638.49 | 22,361.51 | 20.14 |
| 8-1100-441-00-340-003-0-532 | HEALTH CLINICS-CELL PHONE | 1,500.00 | 1,141.55 | 73.45 | 73.45 | 285.00 | 81.00 |
| 8-1100-441-00-340-003-0-536 | HEALTH CLINICS-TWO-WAY RADIO | 3,500.00 | 1,775.00 | 750.00 | 750.00 | 975.00 | 72.14 |
| 8-1100-441-00-340-003-0-540 | HEALTH CLINICS-ADVERTISING | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1100-441-00-340-003-0-550 | HEALTH CLINICS-PRINTING & BINDING | 2,000.00 | 1,500.00 | .00 | .00 | 500.00 | 75.00 |
| 8-1100-441-00-340-003-0-581 | HEALTH CLINICS-TRAVEL IN COUNTY | 28,000.00 | .00 | 1,394.84 | 1,394.84 | 26,605.16 | 4.98 |
| 8-1100-441-00-340-003-0-583 | HEALTH CLINICS-TRAVEL OUT OF COUNTY | 3,000.00 | .00 | 426.50 | 426.50 | 2,573.50 | 14.22 |
| 8-1100-441-00-340-003-0-584 | HEALTH CLINICS-REGISTRATION FEES | 4,200.00 | .00 | .00 | .00 | 4,200.00 | .00 |
| 8-1100-441-00-340-003-0-601 | HEALTH CLINICS-OFFICE SUPPLIES | 13,000.00 | 408.80 | 1,739.77 | 1,739.77 | 10,851.43 | 16.53 |
| 8-1100-441-00-340-003-0-602 | HEALTH CLINICS-PAPER SUPPLIES | 1,600.00 | .00 | .00 | .00 | 1,600.00 | .00 |
| 8-1100-441-00-340-003-0-604 | HEALTH CLINICS-CHEM,DRUGS,MEDS & LAB SUP | 175,000.00 | 8,159.55 | 57,131.00 | 57,131.00 | 109,709.45 | 37.31 |
| 8-1100-441-00-340-003-0-607 | HEALTH CLINICS-CLEANING & SANITATION SUP | 2,100.00 | .00 | 224.00 | 224.00 | 1,876.00 | 10.67 |
| 8-1100-441-00-340-003-0-608 | HEALTH CLINICS-HOUSEHOLD & INSTITUTIONAL | 1,500.00 | 495.50 | 4.00 | 4.00 | 1,000.50 | 33.30 |
| 8-1100-441-00-340-003-0-622 | HEALTH CLINICS-ELECTRICITY | 72,000.00 | .00 | 6,751.10 | 6,751.10 | 65,248.90 | 9.38 |
| 8-1100-441-00-340-003-0-630 | HEALTH CLINICS-FOOD | 2,000.00 | 479.60 | 20.40 | 20.40 | 1,500.00 | 25.00 |
| 8-1100-441-00-340-003-0-631 | HEALTH CLINICS-BOTTLED WATER | 5,292.00 | 3,652.00 | 346.50 | 346.50 | 1,293.50 | 75.56 |
| 8-1100-441-00-340-003-0-640 | HEALTH CLINICS-REFERENCE MATERIALS | 500.00 | .00 | .00 | .00 | 500.00 | .00 |
| 8-1100-441-00-340-003-0-661 | HEALTH CLINICS-MINOR OFFICE EQUIPMENT | 3,700.00 | .00 | .00 | .00 | 3,700.00 | .00 |
| 8-1100-441-00-340-003-0-663 | HEALTH CLINICS-SMALL TOOLS | 500.00 | .00 | .00 | .00 | 500.00 | .00 |
| 8-1100-441-00-340-003-0-664 | HEALTH CLINICS-OTHER MINOR EQUIPMENT | 2,000.00 | .00 | .00 | .00 | 2,000.00 | .00 |
| 8-1100-441-00-340-003-0-665 | HEALTH CLINICS-MINOR COMPUTER EQUIPMENT | 2,750.00 | 1,286.57 | .00 | .00 | 1,463.43 | 46.78 |
| 8-1100-441-00-340-003-0-666 | HEALTH CLINICS-MINOR OFFICE FURNITURE | 2,000.00 | .00 | .00 | .00 | 2,000.00 | .00 |
| 8-1100-441-00-340-003-0-667 | HEALTH CLINICS-MINOR SOFTWARE | 2,900.00 | .00 | .00 | .00 | 2,900.00 | .00 |
| 8-1100-441-00-340-003-0-671 | HEALTH CLINICS-BLDG R&M SUPPLIES | 1,500.00 | .00 | .00 | .00 | 1,500.00 | .00 |
| 8-1100-441-00-340-003-0-679 | HEALTH CLINICS-OTHER R&M SUPPLIES | 6,500.00 | .00 | .00 | .00 | 6,500.00 | .00 |
| 8-1100-441-00-340-003-0-681 | HEALTH CLINICS-VEHICLE R&M SUPPLIES | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1100-441-00-340-003-0-855 | HEALTH CLINICS-LATE FEES,PENALTIES & FIN | 500.00 | .00 | 186.99 | 186.99 | 313.01 | 37.40 |
| 8-1100-441-00-340-003-0-890 | HEALTH CLINICS-OTHER | 500.00 | .00 | .00 | .00 | 500.00 | .00 |
| 8-1100-444-00-340-036-0-843 | HLTH ADM PHYS EDU FOUND-AID 2 NONGOVT AG | 163,630.00 | .00 | .00 | .00 | 163,630.00 | .00 |
| 8-1100-444-00-340-037-0-843 | HLTH ADM HOPE FAMILY CT-AID 2 NONGOVT AG | 174,287.00 | .00 | .00 | .00 | 174,287.00 | .00 |
| 8-1100-444-00-340-038-0-843 | HLTH ADM NUESTRA CLINIC-AID 2 NONGOVT AG | 217,619.00 | .00 | .00 | .00 | 217,619.00 | .00 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1100 GENERAL FUND** | | | | | | | |
| 8-1100-444-00-340-039-0-843 | HLTH ADM EL MILAGRO-AID 2 NONGOVT AGENCY | 215,559.00 | .00 | .00 | .00 | 215,559.00 | .00 |
| **1100 GENERAL FUND** | | **6,461,468.30** | **276,496.68** | **715,523.57** | **715,523.57** | **5,469,448.05** | **15.35** |
| **8 YEAR** | | **6,461,468.30** | **276,496.68** | **715,523.57** | **715,523.57** | **5,469,448.05** | **15.35** |

**AI-8159** **6.C.**

# NACCHO Membership
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
**Submitted For:** Eduardo Olivarez
**Department:** HEALTH & HUMAN SERVICES DEPT.
**Agenda Area:** Health & Human Services Dept.

## Information

**CAPTION**

Requesting approval to renew 2008 membership dues fo the National Association of County & City Health Officials in the amount of $1,385.00.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-441-00-340-001-0-81081
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$7,240.00 available balance as of 02/28/08

## Attachments

Link: invoice
Link: affidavit

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/28/2008 09:15 AM | APRV |
| 2 | Rey Salazar | Rey Salazar | 02/28/2008 03:13 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 10:40 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 02/29/2008 11:48 AM | APRV |
| 5 | Court Administrator | Monica Badillo | 02/29/2008 01:34 PM | APRV |

Form Started By: Josie Escalante Started On: 02/27/2008 04:58 PM

Final Approval Date: 02/29/2008

# 2008 MEMBERSHIP APPLICATION

NACCHO
1100 17th Street, NW, 2nd Floor
Washington, DC 20036
Phone: (202) 783-5550
Fax: (202) 783-1583
www.naccho.org

NACCHO NATIONAL ASSOCIATION OF COUNTY & CITY HEALTH OFFICIALS

*Please return application with payment to the address above.*

## CONTACT INFORMATION

☐ Ms. ☐ Mr. ☐ Dr. ☐ Other: _____

Name: Eduardo (First) - (M.I.) Olivarez (Last) (Degrees/certifications, if used)

Title: Chief Administrative Officer

Organization/Agency: Hidalgo County Health + Human Services

Mailing Address: 1304 S. 25th St.

Edinburg (City) Texas (State) 78539 (Zip)

Street Address: same

City State Zip

Phone: (956) 383-6221 Fax: (956) 383-3229

E-mail: eddie.olvirarez@hchd.org Web Site: www.hchd.org

Billing Contact: Josie Escalante

## LOCAL HEALTH DEPARTMENT MEMBERSHIP

*Local health departments may join NACCHO only in this category. While membership is for the department, membership benefits extend to all staff.*

**Size of Population Served:** _____

☐ Includes Tribal Communities

☐ Tribal Health Department

**NACCHO Forum Selection:**

☐ City (smaller cities or townships)

☐ Metro (metropolitan areas and cities over 350,000 in population)

☒ County (includes county or regional health departments)

| Population Served | 2008 Dues |
|---|---|
| 0–24,999 | $55 |
| 25,000–49,999 | $150 |
| 50,000–74,999 | $225 |
| 75,000–99,999 | $365 |
| 100,000–149,999 | $545 |
| 150,000–199,999 | $635 |
| 200,000–299,999 | $735 |
| 300,000–399,999 | $920 |
| 400,000–499,999 | $1,080 |
| 500,000–749,999 | $1,385 |
| 750,000–999,999 | $1,545 |
| 1,000,000–1,999,999 | $1,805 |
| 2,000,000–2,999,999 | $2,365 |
| 3,000,000+ | $3,530 |

## AFFILIATE MEMBERSHIP

*Individuals and organizations not associated with a local health department may join NACCHO in this category. Affiliate membership is subject to NACCHO's approval.*

**Individual Affiliates:**

☐ Student $25 Graduation Date: _____

☐ Retiree $50

☐ Alumni $50

*(Available to those who have moved on from a local health department but wish to remain connected to the field. Alumni members receive all member benefits and may serve on NACCHO committees but may not vote in NACCHO elections.)*

☐ Other $105

**Organization Affiliates:**

☐ State Public Health Dept. or Govt. Agency $330

☐ Non-Profit or School of Public Health $330

☐ For-Profit $2,425

## PAYMENT TYPE

**Membership Year:** ☐ July 1 – June 30 ☐ Jan. 1 – Dec. 31

☐ Check *(Please make checks payable to "NACCHO.")*

☐ Visa ☐ MasterCard ☐ American Express

Card #: _____

Expiration: _____ / _____

Name on Card: _____

Signature: _____

*NACCHO Federal Tax ID: 52-142-6663*

Acct# 8-1100-441-00-340-001-0-810

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Eduardo Olivarez, do hereby state that my membership in the National Association of County + City Health Officials on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;

2. The association or organization is not affiliated with a labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: Chief Administrative Officer

Before me Graciela Lopez, a Notary Public, appeared Eduardo Olivarez, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

( S E A L )

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

GRACIELA LOPEZ
Notary Public
STATE OF TEXAS
My Comm Exp 02-06-2010

**AI-8157** **6.D.**

# TALHO Membership
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
**Submitted For:** Eduardo Olivarez
**Department:** HEALTH & HUMAN SERVICES DEPT.
**Agenda Area:** Health & Human Services Dept.

## Information

**CAPTION**

Requesting approval to renew 2008 membership dues for the Texas Association of Local Health Officials in the amount of $1500.00.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-441-00-340-001-0-810
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$7,240.00 available balance as of 02/28/2008.

## Attachments

Link: invoice
Link: affidavit

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/28/2008 09:14 AM | APRV |
| 2 | Rey Salazar | Rey Salazar | 02/28/2008 03:13 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 10:42 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 02/29/2008 11:47 AM | APRV |
| 5 | Court Administrator | Monica Badillo | 02/29/2008 01:34 PM | APRV |

Form Started By: Josie Escalante Started On: 02/27/2008 04:50 PM

Final Approval Date: 02/29/2008

Texas Association of Local Health Officials
715 Discovery Blvd., #308
Cedar Park, TX 78613
Tel: 512-528-9691 Fax: 512-528-9689
www.talho.org

# INVOICE

| DATE: | INVOICE #: |
|---|---|
| 1/1/2008 | 0265 |

| Billing Address | Service Address |
|---|---|
| Hidalgo County Health Department<br>1304 South 25th Street<br>Edinburg, TX 78539-7205 | Hidalgo County Health Department<br>1304 South 25th Street<br>Edinburg, TX 78539-7205 |

| Description | Quantity | Amount |
|---|---|---|
| Membership Dues - Annual | 0.00 | 0.00 |
| Membership Dues - Annual | 0.00 | 1,500.00 |




***Please make checks payable to: Texas Association of Local Health Officials. Remit to above address.***

Sales Tax: 0.00

Total Now Due: **$1,500.00**

Payment due upon receipt of invoice.

Acct# 8-1100-441-00-340-001-0-810

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Eduardo Olivarez, do hereby state that my membership in the Texas Association of Local Health Officials on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;

2. The association or organization is not affiliated with a labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: Chief Administrative Officer

Before me Graciela Lopez, a Notary Public, appeared Eduardo Olivarez, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

( S E A L )

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

GRACIELA LOPEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-06-2010

**AI-8147** **6.E.**

# Health Division - FY08 TB Control Amended Contract
# CC REGULAR

**Date:** 03/06/2008
**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 amended FY 2008 TB Control Grant Contract #2008-023208, Attachment #001A, in the amount <$161,877.00> for a total award of $72,688.00 for the period of 9/1/07 to 8/31/08.

2. Requesting authorization and approval to accept the attached amended TB Control Grant Program Income Contract #2008-023208, Attachment #001A, in the amount of <$11,318.00> for a total award of $12,531.00 for the period of 9/1/07 to 8/31/08.

3. Requesting authorization and approval to delete two (2) R.N. positions, slot #'s 340-008-G003 and 340-008-G004.

4. Requesting authorization and approval of the attached revised FY08 TB Control Grant budget and salary schedules for the period 9/1/07 to 8/31/08 (Account # 8-1293-441-00-340-008-8).

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1293-441-00-340-008-8-XXX
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Unappropriation of $173,195.00 for the TB-Control grant in order to comply to attached amended Contract No. 2008-023208 for FY 2008 (grant period is from 9-1-07-8-31-08). Total award amount after unappropriation is $85,219.00. Pending LIT for object code 581, refer to AI 8719, funds available for unappropriation as of 2-28-08.

Revenue Accts:
8-1293-334-10-340-008-8-000 FY 08 TB Control Revenue (161,877.00).
8-1293-345-40-340-008-8-000 FY 08 TB Control Program Income (11,318.00). Funds available in revenue accts for unappropriation as of 2-28-08.

## Attachments

Link: Contract
Link: Budget

Link: Salary Schedule

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/27/2008 04:00 PM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 02/28/2008 10:54 AM | APRV |
| 3 | Auditor's Office | Becky Morales | 02/28/2008 11:12 AM | APRV |
| 4 | Ivan Cantu | Ivan Cantu | 02/28/2008 11:16 AM | APRV |
| 5 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Dan Beltran  Started On: 02/27/2008 03:39 PM

Final Approval Date: 03/03/2008

**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 # 2008-023208 (Contract) in accordance with this Amendment No. 001A : TB - PREVENTION AND CONTROL, effective 02/06/2008 .

The purpose of this amendment is to decrease the total contract amount from $234,565 to $72,688, reallocating $161,877 funds to SDI contract.

**Therefore, DSHS and Contractor agree as follows:**

**Program Attachment is changed as follows:**

PROGRAM ATTACHMENT NO. ~~001~~ **001A**

**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:** TB - PREVENTION AND CONTROL
**CONTRATOR:** HIDALGO COUNTY HEALTH DEPARTMENT
**CONTRACT NO:** 2008-023208
**CONTRACT TERM:** 09/01/2007 **THRU:** 08/31/2008
**BUDGET PERIOD:** 09/01/2007 **THRU:** 08/31/2008 **CHG:** 001A

| DIRECT COST (OBJECT CLASS CATEGORIES) | | | |
|---|---|---|---|
| | Current Approved Budget (A) | Revised Budget (B) | Change Requested |
| Personnel | $164,411.00 | $54,785.00 | $(109,626.00) |
| Fringe Benefits | $48,595.00 | $17,903.00 | $(30,692.00) |
| Travel | $4,365.00 | $0.00 | $(4,365.00) |
| Equipment | $0.00 | $0.00 | $0.00 |
| Supplies | $17,194.00 | $0.00 | $(17,194.00) |
| Contractual | $0.00 | $0.00 | $0.00 |
| Other | $0.00 | $0.00 | $0.00 |
| Total Direct Charges | $234,565.00 | $72,688.00 | $(161,877.00) |
| **INDIRECT COST** | | | |
| Base ($) | $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 | $23,849.00 | $12,531.00 | $(11,318.00) |
| Other Match | $0.00 | $0.00 | $0.00 |
| Income Total | $23,849.00 | $12,531.00 | $11,318.00 |
| **LIMITS/RESTRICTIONS** | | | |
| Advance Limit | $0.00 | $0.00 | $0.00 |
| Restricted Budget | $0.00 | $0.00 | $0.00 |
| **SUMMARY** | | | |
| Cost Total | $234,565.00 | $72,688.00 | $(161,877.00) |
| Performing Agency Share | $23,849.00 | $12,531.00 | $(11,318.00) |
| Receiving Agency Share | $234,565.00 | $72,688.00 | $(161,877.00) |
| Total Reimbursements Limit | $234,565.00 | $72,688.00 | $(161,877.00) |
| **JUSTIFICATION** | | | |
| Decrease to correct total contract amount from $234,565 to $72,688, reallocating $161,877 funds to SDI contract. | | | |

Financial status reports are due: 12/31/2007, 03/31/2008, 06/30/2008, 10/30/2008, 10/31/2008

**DATE: February 25, 2008**

**DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer**

**DEPARTMENT NAME: Hidalgo County Health Department**

**ACCOUNT NUMBER: 8-1293-441-00-340-008-8 (TB Control Grant Contract)**

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 - |
|---|---|---|
| 8-1293-441-00-340-008-8-113 | Salaries - F/T Employees | $ (109,626.00) |
| 8-1293-441-00-340-008-8-211 | Health Insurance | $ (8,328.00) |
| 8-1293-441-00-340-008-8-212 | Life Insurance | $ (66.00) |
| 8-1293-441-00-340-008-8-220 | FICA | $ (8,386.39) |
| 8-1293-441-00-340-008-8-230 | Retirement | $ (9,778.66) |
| 8-1293-441-00-340-008-8-250 | Unemployment Comp | $ (548.13) |
| 8-1293-441-00-340-008-8-260 | Worker's Comp | $ (3,584.82) |
| 8-1293-441-00-340-008-8-581 | Travel In County | $ (4,365.00) |
| 8-1293-441-00-340-008-8-601 | Office Supplies | $ (6,000.00) |
| 8-1293-441-00-340-008-8-603 | Educational/Instructional Supplies | $ (11,194.00) |
| 8-1293-441-00-340-008-8-604 | Chem, Meds, Drugs, Lab Supplies | $ (11,318.00) |
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| | **TOTAL BUDGET** | $ (173,195.00) |

**INCREASE REQUEST $**

Revenue Account # FY08 TB Control Revenue - 8-1293-334-10-340-008-8-000 (161,877.00)
TB Control PI - 8-1293-345-40-340-008-8-000 (11,318.00)

REASON: Implement amended TB Control Grant Budget for the period 9/1/2007 - 8/31/2008.

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 HUMAN SERVICES DEPARTMENT**
**TB CONTROL GRANT EMPLOYEE SALARY SCHEDULE**
**8-1293-441-00-340-008-8**

| Term: 9/1/2007 - 8/31/2008 | | | Salary 9/1/2007 | Salary 1/1/2008 | Salary for 12 month |
|---|---|---|---|---|---|
| **Slot #** | **Employee Name** | **Employee Title** | **12/31/2007** | **8/31/2008** | **Grant Period** |
| 008-G002 | F | TB Outreach Worker | $ 6,988.00 | $ 14,378.00 | $ 21,366.00 |
| 008-G001 | | LVN | $ 10,995.67 | $ 22,423.33 | $ 33,419.00 |
| | **TB Control Salary** | | **$ 17,983.67** | **$ 36,801.33** | **$ 54,785.00** |
| | FICA | 7.65% | $ 1,375.75 | $ 2,815.30 | $ 4,191.05 |
| | Retirement | 8.92% | $ 1,604.14 | $ 3,282.68 | $ 4,886.82 |
| | Unemployment | 0.50% | $ 89.92 | $ 184.01 | $ 273.93 |
| | Worker's Comp | 3.27% | $ 588.07 | $ 1,203.40 | $ 1,791.47 |
| | Health Insurance | $4,164/Yr | | | $ 6,699.73 |
| | Life Insurance | $33/Yr | | | $ 60.00 |
| | **TB Control F.B. Total** | | **$ 3,657.88** | **$ 7,485.39** | **$ 17,903.00** |
| **TB Control Sal/FB Total** | | | **$ 21,641.55** | **$ 44,286.72** | **$ 72,688.00** |

**AI-8123** **6.F.**

# Health Division - FY08 SDI Amended Contract
# CC REGULAR

**Date:** 03/06/2008
**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 amended SDI Grant Contract #2008-024219, Attachment #001A, in the amount of $97,440.00 for a total award of $423,516.00 for the period 9/1/2007 to 8/31/2008.

2. Requesting authorization and approval of the attached revised SDI Grant Budget for the period 9/1/2007 to 8/31/2008 (Account # 8-1293-441-00-340-018-08).

### BACKGROUND

State funds are being appropriated only. No County cash match required.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1293-441-00-340-018-8-XXX
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

Appropriation of funds in the amount of $97,440.00 into various object codes (see attachment) for the Amendment #1 of the SDI Contract #2008-02-4219 for the period of 9-1-07 to 8-31-08 (FY 2008). Total award amount including amendment is $423,516.00

## Attachments

Link: SDI Contract
Link: SDI Budget

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/27/2008 08:31 AM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 02/27/2008 09:40 AM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Dan Beltran | | | Started On: 02/26/2008 04:09 PM | |
| Final Approval Date: 03/03/2008 | | | | |

**DEPARTMENT OF STATE HEALTH SERVICES**

Amendment
To

---

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2008-024219 (Contract) in accordance with this Amendment No. 001A : SDI - FEE FOR SERVICE, effective 02/08/2008 .

The purpose of this Amendment is to add additional TB dollars that should have been part of the initial contract.

**Therefore, DSHS and Contractor agree as follows:**

Change Program Attachment number as follows:

PROGRAM ATTACHMENT NO. ~~001~~ 001A

SECTION VII. BUDGET, page 5, is replaced with the following:

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA # 93.994; State

Contractor shall adhere to the current schedule of allowable services and rates as referenced in Policies and Procedures Manual for Title V Child Health and Dental.

Contractor may bill to up the maximum amount specified below for each of the services funded by this contract Attachment.

**TITLE V MATERNAL AND CHILD HEALTH DENTAL FEE-FOR-SERVICE**

Payments for Title V Maternal and Child Health Dental Fee-For-Service will not exceed: $34,833.00.

**TITLE V FAMILY PLANNING FEE-FOR-SERVICES**

Payments for Title V Family Planning Fee-For-Services will not exceed:$226,806.00.

**TITLE XX**

Payments for Title XX Family Planning services will not exceed: $0.00.

**PRIMARY HEALTH CARE**

Payments for Primary Health Care services will not exceed: $0.00.

Payments for Tuberculosis Elimination Fee-For-Service will not exceed: ~~$64,437.00~~ $161,877.00.

Total payments will not exceed: ~~$326,076.00~~ $423,516.00.

SECTION IV. BUDGET, page 8, is deleted.

**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:

**DATE: February 25, 2008**

**DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer**

**DEPARTMENT NAME: Hidalgo County Health Department**

**ACCOUNT NUMBER: 8-1293-441-00-340-018-8 (SDI Grant Contract)**

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 - |
|---|---|---|
| 8-1293-441-00-340-018-8-601 | Office Supplies | $ 20,000.00 |
| 8-1293-441-00-340-018-8-603 | Educational/Instructional Supplies | $ 10,000.00 |
| 8-1293-441-00-340-018-8-604 | Chem, Meds, Drugs, Lab Supplies | $ 20,000.00 |
| 8-1293-441-00-340-018-8-602 | Paper Supplies | $ 10,000.00 |
| 8-1293-441-00-340-018-8-661 | Minor Office Equipment | $ 18,720.00 |
| 8-1293-441-00-340-018-8-664 | Other Minor Equipment | $ 18,720.00 |
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| | **TOTAL BUDGET** | $ 97,440.00 |

**INCREASE REQUEST $**

Revenue Account #

REASON: Implement amended SDI Grant Budget for the period 9/1/2007 - 8/31/2008.

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

**AI-8085** **7.A.**

# RENEWAL MEMBERSHIP FOR JUDGE AIDA SALINAS FLORES
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Esther Cantu, 398TH DISTRICT COURT
**Department:** 398TH DISTRICT COURT

## Information

### CAPTION

Approval for renewal of Judge Aida Salinas Flores membership for the National Assoc. of Women Judges.

### BACKGROUND

## Fiscal Impact

## Attachments

Link: 2-29-2008

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/22/2008 04:24 PM | APRV |
| 2 | Auditor's Office | Linda Fong | 02/29/2008 10:43 AM | APRV |
| 3 | Dina Trevino | Dina Trevino | 02/29/2008 04:18 PM | APRV |
| 4 | Andres Castro | Andres Castro | 02/29/2008 04:29 PM | APRV |
| 5 | Purchasing Department | Marty Salazar | 02/29/2008 05:26 PM | APRV |
| 6 | Court Administrator | Monica Badillo | 03/03/2008 07:33 AM | APRV |
| Form Started By: Esther Cantu | | | Started On: 02/22/2008 03:00 PM | |
| Final Approval Date: 03/03/2008 | | | | |

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS )(

COUNTY OF HIDALGO )(

I, **AIDA SALINAS FLORES,** do hereby state that my membership in the **NATIONAL ASSOCIATION OF WOMEN JUDGES** on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official /employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County government and the benefit of me as a County official or employee;

2. The association or organization is not affiliated with a labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

Signature _____

Title DISTRICT JUDGE

Before me, a Notary Public, appeared AIDA SALINAS FLORES, and on his/hers oath deposed and stated that the facts set forth in the above affidavit to the true and correct in every respect.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

ESTER CANTU
Notary Public, State of Texas
My Commission Expires
09-13-2011

NATIONAL ASSOCIATION OF WOMEN JUDGES
Membership Office: 300 Newport Avenue, Williamsburg, VA 23185
T: 757 259 1841 F: 757 259 1520 W: www.nawj.org

February 14, 2008

## Membership Renewal First Notice

Member ID# 155604

Hon. Aída Salinas Flores
Judge
398th Judicial District Court, Attn: Chris Garces
100 North Closner, 2nd Floor
Edinburg, TX 78539

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

Additional data for your review and updating if required: Phone: (956) 318-2470
Fax: (956) 318-2475
Email: aida398@aol.com

Dear NAWJ Member,

Your membership expires on 03/31/2008. Please take this opportunity to renew your membership and continue to join us in our efforts to ensure fairness and gender equality in American courts.

*Best wishes from the National Office!* Fed ID: 52-1185005

Please renew my membership in NAWJ. I fall within the following membership category:

| | | | |
|---|---|---|---|
| ✓ | $200.00 | Voting Member | (Judicial Officers Admitted to the Bar) |
| _____ | $175.00 | Associate Member | (Judicial Officers Not Admitted to the Bar) |
| _____ | $175.00 | Retired Member*** | (Retired Judicial Officers) |
| _____ | $175.00 | Amicus Judicii Member | (Non-Judicial Friends of NAWJ) |
| _____ | $3,000.00 | Life Member | ($25 Annual administrative fee requested) |
| _____ | $25.00 | Student Member | |
| _____ | $50.00 | Law Clerk | |

_____ I would also like to support NAWJ by making an additional tax deductible contribution of $_____.

_____ I wish to make an additional $10.00 contribution to help defray the cost of IAWJ dues.

***Retired Judges with changed circumstances may pay an optional reduced membership fee of $100.00

**Total Enclosed: $_____.**

In order to standardize NAWJ's data and ensure accuracy of our written communications (i.e. salutation), please indicate from the following your title:

___Chief Justice ___Chief Judge ___Justice ✓Judge ___Ms. ___Mr.

Other non judicial title:_____

Method of Payment (U.S. dollars):

☐ Enclosed is my check for $_____ made payable to **NAWJ** (for both NAWJ and IAWJ payments).

☐ Charge $_____ to: ___ Visa ___ MasterCard Card #_____

Exp. Date _____Security Code_____ Signature _____
(required for credit card charges)

*NAWJ is a 501(c)(3) charitable/educational organization. NAWJ dues and all contributions are tax deductible.*

**PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE IN THE ENCLOSED ENVELOPE.**

**AI-8113** **8.A.**

# Position Reclassification & Revision of Job Description
# CC REGULAR

Date: 03/06/2008
Submitted By: Dora Gutierrez, COUNTY COURT #1
Submitted For: Judge Rudy Gonzalez
Department: COUNTY COURT #1

## Information

CAPTION

1. Discussion, consideration and approval to reclassify the position title for slot no. 021-001-0005 from Assistant Court Coordinator to Court Administrator/Interpreter.

2. Discussion, consideration and approval to revise the job duties/description for one (1) Court Coordinator position, slot no. 021-001-0003.

3. Approval of revised salary schedule

BACKGROUND

No budgetary impact.
Salaries will remain the same.
Positions are Civil Service Exempt.

## Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact. Salaries will remain the same.

## Attachments

Link: Job Description- Court Admin./ Interpreter

Link: Job Description- Court Coodinator

Link: Revised Salary schedule

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/26/2008 01:56 PM | APRV |
| 2 | Rosalinda Cantu | Rosie Cantu | 02/29/2008 01:40 PM | APRV |
| 3 | Dale Kennan | Dale Kennan | 02/29/2008 02:03 PM | APRV |
| 4 | Auditor's Office | Linda Fong | 02/29/2008 05:01 PM | APRV |
| 5 | Dina Trevino | | 03/03/2008 08:56 AM | NEW |

Form Started By: Dora Gutierrez

Started On: 02/26/2008 11:05 AM

Final Approval Date: 03/03/2008

# HIDALGO COUNTY
New Job Description **COURT AT LAW**

Job Title: Court Administrator/Interpreter — FLSA Status: Exempt

Dept. No: 021 — Civil Service Status: Exempt

**SUMMARY:**

Under general direction of County Court-At-Law Judge, inventory and manage the court's docket and calendar according to the Judge's policies and procedures. Ensures effectiveness and efficiency when assisting judge in administering courtroom procedures, providing information upon request on scheduled court proceedings within the courtroom.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Schedule court hearings and prepare court orders;
- Maintain court docket on civil and criminal causes;
- Make recommendations for any changes and/or solutions to the Judge concerning outdated procedure that may affect the efficiency of the court's docket and calendar as well as the personnel involved;
- Attend daily court hearings and take notes on each case;
- Ensure correct docket entries (from court hearings) are made on court files and computer system as a matter of record;
- Complete and review various court-related forms, assure documents are complete, i.e. dates filled in, all necessary signatures obtained in appropriate places;
- Enter dismissals, revocations of probation and nisi orders into computer system as a matter of record;
- Notify defendants, attorneys, and bondsmen of all settings;
- Make sure all documents, passes and postponements of hearings or settings are approved by the Court before notifying attorneys of same;
- Assist with printing and preparing criminal/civil docket for next scheduled day court activities;
- Appoint counsel in certain circumstances with the final approval of Judge;
- Ensure that all parties and/or court personnel are aware of Judge's policies and procedures and any changes that may occur;
- Assist in the courtroom, explain probationary orders to the defendant, and look up case number and/or information;
- Arrange for substitute court reporter as required;
- Assist and work with out of county docket;
- Answer a variety of questions from the public, via telephone and/or in person. Assist the public directly when possible and refer them to another office, if appropriate;
- Answer questions of the news media concerning policies and procedures of the court but not about specific cases that are being tried, or going to be tried, which may have a direct bearing on the outcome;
- Make arrangements for Judge and/or any other staff to attend seminars such as registration for seminar and hotel and airline reservations;
- Act as liaison between Judge and counsel;
- Take dictation and prepare correspondence to counsel;
- Review files and make sure case is set for a hearing, trial, etc. ( makes sure case is moving along smoothly);
- Not allow any unnecessary delays in case processing;
- Monitor trial settings not being reached;
- Schedule and conduct docket control conferences both telephonic and in person;
- Schedule trial settings as quickly as possible on next available trial week;

- Inventory all cases assigned to the court;
- Train employees with Judge's approval
- Plan, assign, and direct work;
- Responsible for arraignments and notices of same;
- Assist with waiver of arraignments including dates held and dates for pre-trials and pleas of guilty;
- Address employees' complaints and/or needs and resolve problems;
- Responsible for the jury system, requesting juries, including excusing juror when they are assigned to court ( with Judge's approval);
- Provide copies of jury lists and other resources to Judge;
- Maintain awareness of new developments in court administration and maintain special materials and files relating to records, rules of procedure and other items related to court activity;
- Answer all administrative questions to enable the Judge more bench time and research work time; however, any irregular problems must be discussed with the Judge and the course of action to be taken;
- Report to Judge regarding any problems, suggestions, or recommendations for the efficiency of the Court;
- Administer and maintain the department's budget, processing requisitions, obtaining purchase orders;
- Assist with jail list and/or requesting inmates for hearings on a daily basis;
- Perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, typing, scheduling meetings, in-office filing, etc.);
- Keep the Judge's personal calendar updated;
- Prepare and submit time sheets, change of status, etc., and maintain personnel files of employees;
- Keep an inventory of supplies and equipment for the court;
- Schedule meetings with and for the Judge and any other task assigned by the Judge;
- Attend seminars, i.e., Court Administration series sponsored by the Texas Center for the Judiciary, whenever possible that have a direct bearing on the court and may possibly help the future management of the court;
- Serve as an interpreter for all criminal and civil cases before the court;
- Attend continuing education classes for Licensed Court Interpreters;
- Broaden the knowledge of all personnel in the court as to how their performance has a direct bearing on the efficiency of the court.

**QUALIFICATION REQUIREMENTS:**

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

**EDUCATION AND EXPERIENCE:**

- High School Diploma or GED;
- Bachelor of Science in Criminal Justice; and/or
- Former Probation Officer; and/or
- Former paralegal for a law office; and/or
- Any combination of experience and training which provides the required knowledge, skills, and abilities to perform the duties required;
- Must have good computer skills;
- Bilingual;
- Must be a Licensed Spanish Court Interpreter.

**CERTIFICATES, LICENSES, REGISTRATIONS:**

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

**OTHER SKILLS AND ABILITIES:**

- Knowledge of court policy and procedures;
- Ability to communicate effectively orally and in writing;
- Ability to train and supervise others;
- Ability to maintain effective working relationships with members of the judiciary, other county employees, and the public;
- Must possess an expertise in the field of court administration.

**LANGUAGE SKILLS:**

- Ability to read, analyze, and interpret legal documents;
- Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community.

New Duties

Job Title: Court Administrator/Interpreter FLSA Status: Exempt

Dept. No: 021 Civil Service Status: Exempt

**NEW ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Schedule court hearings and prepare court orders;
- Maintain court docket on civil and criminal causes;
- Make recommendations for any changes and/or solutions to the Judge concerning outdated procedure that may affect the efficiency of the court's docket and calendar as well as the personnel involved;
- Attend daily court hearings and take notes on each case;
- Complete and review various court-related forms, assure documents are complete, i.e. dates filled in, all necessary signatures obtained in appropriate places;
- Make sure all documents, passes and postponements of hearings or settings are approved by the Court before notifying attorneys of same;
- Assist with printing and preparing criminal/civil docket for next scheduled day court activities;
- Appoint counsel in certain circumstances with the final approval of Judge;
- Ensure that all parties and/or court personnel are aware of Judge's policies and procedures and any changes that may occur;
- Arrange for substitute court reporter as required;
- Assist and work with out of county docket;
- Answer questions of the news media concerning policies and procedures of the court but not about specific cases that are being tried, or going to be tried, which may have a direct bearing on the outcome;
- Make arrangements for Judge and/or any other staff to attend seminars such as registration for seminar and hotel and airline reservations;
- Act as liaison between Judge and counsel;
- Take dictation and prepare correspondence to counsel;
- Review files and make sure case is set for a hearing, trial, etc. ( makes sure case is moving along smoothly);
- Not allow any unnecessary delays in case processing;
- Monitor trial settings not being reached;
- Schedule docket control conferences;
- Schedule trial settings as quickly as possible on next available trial week;
- Inventory all cases assigned to the court;
- Train employees with Judge's approval
- Plan, assign, and direct work;
- Responsible for arraignments and notices of same;
- Assist with waiver of arraignments including dates held and dates for pre-trials and pleas of guilty;
- Address employees' complaints and/or needs and resolve problems;
- Responsible for the jury system, requesting juries, including excusing juror when they are assigned to court ( with Judge's approval);
- Provide copies of jury lists and other resources to Judge;
- Maintain awareness of new developments in court administration and maintain special materials and files relating to records, rules of procedure and other items related to court activity;
- Answer all administrative questions to enable the Judge more bench time and research work time; however, any irregular problems must be discussed with the Judge and the course of action to be taken;
- Report to Judge regarding any problems, suggestions, or recommendations for the efficiency of the Court;

# HIDALGO COUNTY
# COURT AT LAW

Old Job Descrip.

**Job Title:** Assistant Court Coordinator **FLSA Status:** Exempt

**Dept. Code:** **Civil Service Status:** Exempt

**SUMMARY:**
Assists Court Coordinator in office and courtroom procedures. Provide information upon request about scheduled court proceedings to attorneys, defendants and general public.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**
- Answer telephone and answer a variety of questions from the public. Assists them directly when possible and refer them to another office if appropriate;
- Knowledge of court policy and procedures;
- Post docket for county court-at-law, criminal, civil and probate;
- Enter any and all pertinent information regarding new settings in to computer system;
- Conduct docket control conferences, both telephonic and in person;
- Maintain and update jail list on a daily basis
- Transcribe dismissals, revocation of probation and nisi orders onto docket sheet as a matter of record;
- Print and prepare criminal/civil docket for next scheduled day court activities
- Notify defendants, attorneys and bondsmen of settings;
- Ensuring that correct docket sheet entries are made as a matter of record;
- Assist the court in the handling and post conviction writs and jail correspondence;
- Help keep an inventory of supplies and equipment for the court;
- Assist in the courtroom, explaining probationary orders to the defendant, looking up case number, transcribing recommendation orders on the docket sheet;
- Attend seminars, i.e., Court Administration series sponsored by the Texas Center for the Judiciary, whenever possible that have a direct bearing on the court and may possibly help the future management of the court;
- Broaden the knowledge of all personnel in the court as to how their performance has a direct bearing on the efficiency of the court.
- Perform such other duties as may be assigned.

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

**EDUCATION AND EXPERIENCE:**
- High School Diploma or GED
- One year experience in court administration
- Must have good computer skills
- Bilingual

**CERTIFICATES, LICENSES, REGISTRATIONS:**
- Must have proof of a current valid Texas Motor Vehicle Operator's License
- Must be able to be insured by County Insurance carrier.

**OTHER SKILLS AND ABILITIES:**
- Knowledge of court policy and procedures;
- Ability to communicate effectively orally and in writing;

- Administer and maintain the department's budget, processing requisitions, obtaining purchase orders;
- Assist with jail list and/or requesting inmates for hearings on a daily basis;
- Perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, typing, scheduling meetings, in-office filing, etc.);
- Keep the Judge's personal calendar updated;
- Prepare and submit time sheets, change of status, etc., and maintain personnel files of employees;
- Schedule meetings with and for the Judge and any other task assigned by the Judge;
- Serve as an interpreter for all criminal and civil cases before the court;
- Attend continuing education classes for Licensed Court Interpreters.

# HIDALGO COUNTY
# COURT AT LAW

New Job Description

Job Title: Court Coordinator — FLSA Status: Exempt

Dept. No: 021 — Civil Service Status: Exempt

**SUMMARY:**

Under general direction of County Court-At-Law Judge, inventory and manage the court's docket and calendar according to the Judge's policies and procedures. Ensures effectiveness and efficiency when assisting judge in administering courtroom procedures, providing information upon request on scheduled court proceedings within the courtroom.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Schedule court hearings and prepare court orders;
- Maintain court docket on civil and criminal causes;
- Make recommendations for any changes and/or solutions to the Judge concerning outdated procedure that may affect the efficiency of the court's docket and calendar as well as the personnel involved;
- Attend daily court hearings and take notes on each case;
- Ensure correct docket entries (from court hearings) are made on court files and computer system as a matter of record;
- Complete and review various court-related forms, assure documents are complete, i.e. dates filled in, all necessary signatures obtained in appropriate places;
- Enter dismissals, revocations of probation and nisi orders into computer system as a matter of record;
- Notify defendants, attorneys, and bondsmen of all settings;
- Make sure all documents, passes and postponements of hearings or settings are approved by the Court before notifying attorneys of same;
- Assist with printing and preparing criminal/civil docket for next scheduled day court activities;
- Appoint counsel in certain circumstances with the final approval of Judge;
- Ensure that all parties and/or court personnel are aware of Judge's policies and procedures and any changes that may occur;
- Assist in the courtroom, explain probationary orders to the defendant, and look up case number and/or information;
- Arrange for substitute court reporter as required;
- Assist and work with out of county docket;
- Answer a variety of questions from the public, via telephone and/or in person. Assist the public directly when possible and refer them to another office, if appropriate;
- Answer questions of the news media concerning policies and procedures of the court but not about specific cases that are being tried, or going to be tried, which may have a direct bearing on the outcome;
- Make arrangements for Judge and/or any other staff to attend seminars such as registration for seminar and hotel and airline reservations;
- Act as liaison between Judge and counsel;
- Take dictation and prepare correspondence to counsel;
- Review files and make sure case is set for a hearing, trial, etc. ( makes sure case is moving along smoothly);
- Not allow any unnecessary delays in case processing;
- Monitor trial settings not being reached;
- Schedule and conduct docket control conferences both telephonic and in person;
- Schedule trial settings as quickly as possible on next available trial week;

- Inventory all cases assigned to the court;
- Train employees with Judge's approval
- Plan, assign, and direct work;
- Responsible for arraignments and notices of same;
- Assist with waiver of arraignments including dates held and dates for pre-trials and pleas of guilty;
- Address employees' complaints and/or needs and resolve problems;
- Responsible for the jury system, requesting juries, including excusing juror when they are assigned to court ( with Judge's approval);
- Provide copies of jury lists and other resources to Judge;
- Maintain awareness of new developments in court administration and maintain special materials and files relating to records, rules of procedure and other items related to court activity;
- Answer all administrative questions to enable the Judge more bench time and research work time; however, any irregular problems must be discussed with the Judge and the course of action to be taken;
- Report to Judge regarding any problems, suggestions, or recommendations for the efficiency of the Court;
- Administer and maintain the department's budget, processing requisitions, obtaining purchase orders;
- Assist with jail list and/or requesting inmates for hearings on a daily basis;
- Perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, typing, scheduling meetings, in-office filing, etc.);
- Keep the Judge's personal calendar updated;
- Prepare and submit time sheets, change of status, etc., and maintain personnel files of employees;
- Keep an inventory of supplies and equipment for the court;
- Schedule meetings with and for the Judge and any other task assigned by the Judge;
- Attend seminars, i.e., Court Administration series sponsored by the Texas Center for the Judiciary, whenever possible that have a direct bearing on the court and may possibly help the future management of the court;
- Broaden the knowledge of all personnel in the court as to how their performance has a direct bearing on the efficiency of the court.

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

**EDUCATION AND EXPERIENCE:**
- High School Diploma or GED;
- Bachelor of Science in Criminal Justice; and/or
- Former Probation Officer; and/or
- Former paralegal for a law office; and/or
- Any combination of experience and training which provides the required knowledge, skills, and abilities to perform the duties required;
- Must have good computer skills;
- Bilingual.

**CERTIFICATES, LICENSES, REGISTRATIONS:**
- Must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance Carrier.

**OTHER SKILLS AND ABILITIES:**

- Knowledge of court policy and procedures;
- Ability to communicate effectively orally and in writing;
- Ability to train and supervise others;
- Ability to maintain effective working relationships with members of the judiciary, other county employees, and the public;
- Must possess an expertise in the field of court administration.

**LANGUAGE SKILLS:**

- Ability to read, analyze, and interpret legal documents;
- Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community.

| Job Title: | Court Coordinator | FLSA Status: Exempt |
|---|---|---|
| Dept. No: | 021 | Civil Service Status: Exempt |

**NEW ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Schedule court hearings and prepare court orders;
- Attend daily court hearings and take notes on each case;
- Complete and review various court-related forms, assure documents are complete, i.e. dates filled in, all necessary signatures obtained in appropriate places;
- Enter dismissals, revocations of probation and nisi orders into computer system as a matter of record;
- Assist with printing and preparing criminal/civil docket for next scheduled day court activities;
- Assist in the courtroom, explain probationary orders to the defendant, and look up case number and/or information;
- Make arrangements for Judge and/or any other staff to attend seminars such as registration for seminar and hotel and airline reservations;
- Act as liaison between Judge and counsel;
- Take dictation and prepare correspondence to counsel;
- Review files and make sure case is set for a hearing, trial, etc. ( makes sure case is moving along smoothly);
- Train employees with Judge's approval
- Plan, assign, and direct work;
- Provide copies of jury lists and other resources to Judge;
- Perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, typing, scheduling meetings, in-office filing, etc.).

# HIDALGO COUNTY
# COURT AT LAW

**Job Title:** Court Coordinator **FLSA Status:** Exempt

**Dept. Code:** **Civil Service Status:** Exempt

**SUMMARY:**
Under the direction of County Court-At-Law Judge, inventory and manage the court's docket and calendar according to the Judge's policies and procedures. Supervise all supportive staff of the court to ensure effectiveness and efficiency regarding courtroom policies and procedures. To act as the official spokesman for the Judge on administrative matters according to his guidelines in order to allow Judge to concentrate on judicial matters.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**
- Report to Judge regarding any problems, suggestions, or recommendations for the efficiency of the Court;
- Answer telephone calls and answers a variety of questions from the public. Assists them directly when possible and refer them to another office if appropriate;
- Arranges for substitute court reporters and bailiffs as required;
- Inventory all cases assigned to County Court At Law;
- Notify defendants, attorneys and bondsmen of all settings;
- Distribution of the court docket to all involved parties;
- Ensuring that correct docket sheet entries are made as a matter of record;
- Constant monitoring of computer problems as it deals with the court docket and calendar;
- Maintains court docket on both civil and criminal;
- Assists and works with out of county docket;
- Schedules judge for out of county work;
- Maintains judge's calendar;
- Make recommendations for any changes concerning the court's docket and calendar;
- Schedule docket control conferences and notifying all parties of any settings, having all cases set for a certain date;
- Appointment of counsel in certain circumstances with the final approval of County Court Judge;
- Not allowing any unnecessary delays in case processing;
- To assist the court in the handling and post conviction writs and jail correspondence;
- Review all appeal mandates to insure that proper case processing follows;
- Make sure that all documents, passes and postponements of hearings or settings are approved by the Court before notifying attorneys of same;
- Let the jury clerk know when jury panels will be needed;
- Responsible for making arrangements for all defendants that are in custody to be brought to court.
- Cause to be prepared an Arraignment List (copies of which are to be distributed to County Clerk and bondsmen);
- Supervise Waivers of Arraignments including dates held and dates for pre-trials and pleas of guilty;
- Monitor reasons for trial settings not being reached;
- Schedule trial settings as quickly as possible on next available trial week;
- Ensure that all parties involved are aware of the court's procedure for the filing of subpoenas and motions for continuance;
- Ensure that all court personnel are aware of the Judge's policies and procedures and any changes that may occur;
- Work closely with the individual court personnel to try and understand their problems and needs;

- Recommend any new solutions to the Judge concerning any outdated procedures that might affect the efficiency of the court as well as the personnel involved;
- Keep attendance records on all personnel, including sick leave, holidays, and compensation time;
- Prepare and submit payroll time sheets to Judge for approval;
- Prepares, maintains and administers the department budget;
- Keep an inventory of supplies and equipment for the court;
- Act as the official spokesman for the Judge when other agencies are involved and he is not readily available because of the court's docket.
- Answer all administrative questions to enable the Judge more bench time and research work-time, however, any irregular problems must be discussed with the Judge and the course of action to be taken.
- Answer questions of the news media concerning policies and procedures of the court but not about specific cases that are being tried, or going to be tried, which may have a direct bearing on the outcome.
- Attend seminars, i.e., Court Administration serious sponsored by the Texas Center for the Judiciary, whenever possible that have a direct bearing on the court and may possibly help the future management of the court.
- Continually study new trends in courts around the country but primarily Texas.
- Broaden the knowledge of all personnel in the court as to how their performance has a direct bearing on the efficiency of the court.
- Perform such other duties as may be assigned.

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

**EDUCATION AND EXPERIENCE:**
- High School Diploma or GED
- Bachelor of Science in Criminal Justice; and/or
- Former Probation Officer; and/or
- Former paralegal for a law office; and/or
- Any combination of experience and training which provides the required knowledge, skills and abilities to perform the duties required.
- Must have good computer skills.
- Bilingual

**CERTIFICATES, LICENSES, REGISTRATIONS:**
- Must have proof of a current valid Texas Motor Vehicle Operator's License
- Must be able to be insured by County Insurance carrier.

**OTHER SKILLS AND ABILITIES:**
- Knowledge of court policy and procedures;
- Ability to communicate effectively orally and in writing;
- Ability to train and supervise others;
- Ability to maintain effective working relationships with members of the judiciary, other county employees and the public;
- Must possess an expertise in the field of court administration.

**Language Skills**
- Ability to read, analyze, and interpret legal documents;
- Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community;

- Ability to write speeches and articles for publication that conform to prescribed style and format;
- Ability to effectively present information to top management, public groups, and/or boards of directors.

**Reasoning Skills**

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must occasionally lift and/or move over 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 encounter 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
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

**ACCIDENT PREVENTION PROGRAM:**

Required to follow all department's safety regulations.

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2008 SALARY SCHEDULE

**1100-412-00-021-001-0**
**CCL#1**

**A-8113**

| Slot # | Obj Code | POSITION TITLE | 2007 BUDGETED SALARY | 2008 ADJUSTED SALARY | 2008 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2008 BUDGETED SALARY APPROVED | 2008 ACTUAL SALARY | Other Allowances | | | | | 2008 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 111 | JDG CRT-AT-LAW | $137,418.00 | $0.00 | $137,418.00 | 0.04 | $5,497.00 | $0.00 | $142,915.00 | $142,915.00 | $0.00 | $0.00 | $0.00 | $8,000.00 | $0.00 | $150,915.00 |
| 0002 | 113 | COURT REPORTER | $67,250.00 | $0.00 | $67,250.00 | 0.063 | $4,250.00 | $0.00 | $71,500.00 | $71,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $71,500.00 |
| 0003 | 113 | COURT COORDINA | $54,000.00 | $0.00 | $54,000.00 | 0.09 | $4,852.00 | $0.00 | $58,852.00 | $58,852.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $59,452.00 |
| 0004 | 113 | BAILIFF/INTERP | $40,000.00 | $0.00 | $40,000.00 | 0.05 | $2,000.00 | $0.00 | $42,000.00 | $42,000.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42,360.00 |
| **0005** | **113** | **s/b COURT ADMINISTRATOR/ INTERPRETER ~~ASST COORDINT~~** | **$39,000.00** | **$0.00** | **$39,000.00** | **0.095** | **$3,700.00** | **$0.00** | **$42,700.00** | **$42,700.00** | **$0.00** | **$6,000.00** | **$0.00** | **$0.00** | **$0.00** | **$48,700.00** |
| | | **Total** | $337,668.00 | $0.00 | $337,668.00 | | $20,299.00 | $0.00 | $357,967.00 | $357,967.00 | $960.00 | $6,000.00 | $0.00 | $8,000.00 | $0.00 | $372,927.00 |

**AI-8135** **9.A.**

# Approval of 2007 Sub-Recipeint Agreement for Hidlago County CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Belinda Alvarez, EMERGENCY SERVICES DIVISION
**Submitted For:** Belinda Alvarez
**Department:** EMERGENCY SERVICES DIVISION
**Agenda Area:** Emergency Services Division

## Information

### CAPTION

Discussion, consideration, and approval to accept the Notice of Sub-Recipient Award, award no. 2007-GE-T7-0024 (award of funds) for the Homeland Security Grant Program from the Office of the Governor - Division of Emergency Management in the amount of $340,810.00 for the period of October 12, 2007 to Februrary 28, 2010.

### BACKGROUND

Appropriation of funding will take place at a later date as per Belinda Alvarez from the Emergency Services Dept. Auditor's offfice-Grant Division and Emergency Services Dept are working together to appropriate funding properly.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

Appropriation of funding will take place at a later date as per Belinda Alvarez from the Emergency Services Dept. Auditor's offfice-Grant Division and Emergency Services Dept are working together to appropriate funding properly.

## Attachments

Link: 2007 SubRecipient Agreement

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/27/2008 01:18 PM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 02/28/2008 02:53 PM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Belinda Alvarez — Started On: 02/27/2008 12:55 PM

Final Approval Date: 03/03/2008

# Governor's Division of Emergency Management

## 2007 Sub-Recipient Agreement

for

***Hidalgo County***

Date of Award

**February 25, 2008**

| **1. Sub-Recipient Name and Address** | **2. Prepared by:** Woodward, Vernon | **3. Award Number:** 07-SR 48215-01 |
|---|---|---|
| Judge J.D. Salinas III<br>Hidalgo County<br>100 E Cano, 2nd Floor<br>Edinburg, TX 78539 | **4. Federal Grant Information** | |
| | **Federal Grant Title:** | **Homeland Security Grant Program** |
| | **Federal Grant Award Number:** | 2007-GE-T7-0024 |
| | **Date Federal Grant Awarded to GDEM:** | August 13, 2007 |
| | **Federal Granting Agency:** | Federal Emergency Management Agency<br>National Preparedness Directorate |

**5. Award Amount and Grant Breakdowns**

**Total Award Amount**

*$340,810.00*

**Note: Additional Budget Sheets (Attachment A): No**

| CCP<br>97.053 | LETPP<br>97.074 | MMRS<br>97.071 | SHSP<br>97.073 | UASI<br>97.008 | Other |
|---|---|---|---|---|---|
| $0.00 | $300,000.00 | $0.00 | $40,810.00 | $0.00 | $0.00 |

**This award supersedes all previous awards.** **Performance Period:** Oct 12, 2007 to Feb 28, 2010

**6. Statutory Authority for Grant:** This project is supported under Public Law 109-90, the Department of Homeland Security Appropriations Act of 2007.

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

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

**9. Agency Approval**

| **Approving GDEM Official:** | **Signature of GDEM Official:** |
|---|---|
| Jack Colley, Chief<br>Division of Emergency Management<br>Office of the Governor |  |

**10. Sub-Recipient Acceptance**

**I have read and understand the attached Terms and Conditions.**

| **Type name and title of Authorized Sub-Recipient official:** | **Signature of Sub-Recipient Official:** |
|---|---|
| | |

| **11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:** | **12. Date Signed :** |
|---|---|
| | |

**13. DUE DATE:** **April 10, 2008**

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

# *TERMS AND CONDITIONS*

**PURPOSE AND OVERVIEW**

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

1) **AWARD ACCEPTANCE**

The ***Sub-recipient Agreement*** is only an offer until the sub-recipient returns the signed copy of the 2007 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement.

2) **GUIDANCE**

This Sub-recipient is subject to the program guidance contained in the U.S. Department of Homeland Security (DHS) FY 2007 Homeland Security Grant Program Guidelines and Application Kit. The Program Guidance and Application Kit can be accessed at http://www.ojp.usdoj.gov/odp/grants_programs.htm. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at http://www.ojp.usdoj.gov/odp/docs/bulletins.htm and are incorporated by reference into this sub-grant. This sub-award is also subject to any Homeland Security Grant Program (HSGP) grant guidance issued by GDEM.

3) **COMPLIANCE - FEDERAL**

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

## *TERMS AND CONDITIONS*

**COMPLIANCE - FEDERAL** (continued)

H. If the sub-recipient is a governmental entity, it must comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance. (Federal Assurance)

I. The sub-recipient will cooperate with any Federal, State or Council of Governments assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

J. Sub-recipient agrees to comply with any additional requirements set by their Council of Governments (COG) in the project notes area on the SPARS website for each project, i.e. mutual aid agreements and UASI working group approvals, if applicable.

K. Drug Free Workplace

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

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

4) **COMPLIANCE - STATE**

To the extent it applies, jurisdiction shall comply with Texas Government Code, Chapter 783, 1 TAC 5.141 et seq., and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, ___.14.

5) **FAILURE TO COMPLY**

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

## *TERMS AND CONDITIONS*

6) **CONFLICT OF INTEREST**

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

7) **LOBBYING**

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

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

8) **DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS**

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

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

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

9) **MONITORING**

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

## *TERMS AND CONDITIONS*

10) **REPORTING**

A. A-133 Reporting Requirement – All sub-recipients must submit an audit report to the Federal Audit Clearinghouse if they expended more than $500,000 in federal funds in one fiscal year. The federal Audit Clearinghouse submission requirements can be found at http://harvester.census.gov/sac/. A report must be submitted to GDEM/SAA each year this grant is active.
B. Sub-recipient agrees to comply with all reporting requirements and shall provide such information as required to GDEM/SAA for reporting as noted in the 2007 Federal Grant Guidelines and/or in accordance with GDEM/SAA guidance.
C. Sub-recipient must prepare and submit performance reports to GDEM/SAA for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. Sub-recipient may also be required to submit additional information and data requested by GDEM/SAA.

11) **USE OF FUNDS**

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

12) **REIMBURSEMENT**

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

13) **ADVANCE FUNDING**

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

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

14) **TRAINING, EXERCISE, & EQUIPMENT REQUIREMENTS**

A. Sub-recipient agrees that, during the performance period of this grant, any and all changes to their sub-recipient agreement regarding planning, training, equipment, and exercises must be routed through the appropriate reviewing authority, either the local Council of Governments or Urban Area Security Initiative (UASI) Working Group.
B. Sub-recipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements For Grants and Cooperative Agreements, Subpart C - Post-Award Requirements, Reports, Records, Retention, and Enforcement, .32 Equipment and the *Office of Grant Operations Financial Management Guide*.

## *TERMS AND CONDITIONS*

14) **TRAINING, EXERCISE, & EQUIPMENT REQUIREMENTS (continued)**

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

15) **URBAN AREAS SECURITY INITATIVE (UASI) GRANTS**

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

16) **UASI NONPROFIT SECURITY GRANT PROGRAM (NSGP)**

A. The recipient agrees that all allocations, use of funds, and other associated program and administrative requirements under this grant will be in accordance with the Fiscal Year (FY) 2007 UASI Nonprofit Security Grant Program (NSGP) Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2007 UASI NSGP Frequently Asked Questions (FAQs) Parts 1 and 2. All grant recipients are assumed to have read, understood, and accepted the FY 2007 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FAQs as binding.
B. Grant and sub-grant recipients must meet a 75 percent Federal-25 percent grantee soft match requirement. Grantee and sub-grantee contributions must be from non-Federal sources. For all costs other than training, the grantee's match may be met through cash, training investments related to use of allowable equipment purchased with the grant, or training investments related to general purpose security and emergency preparedness for staff. In the case of training projects, awardees must meet the matching requirement through cash. In no event can regular personnel costs such as salary, overtime, or other operational costs unrelated to training be used to satisfy the matching requirement.
C. Nongovernmental organization sub-grantees are required to meet certain National Incident Management System (NIMS) compliance requirements. All emergency preparedness, response, and/or security personnel in the nonprofit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction.
D. Grant recipients are responsible for keeping a copy of the 501(c)(3) registration number or IRS Letter of Recognition of sub-grantees on file. Those grantees who submitted investment justifications, subsequently selected for award, by nonprofit organizations which do not hold or have not formally applied for a 501(c)(3) registration number, are responsible for maintaining an affidavit and/or other indicia certifying or verifying their 501(c)(3) compliance on file for review by DHS, in accordance with the FY 2007 UASI NSGP Q&A Part 2.
E. FY 2007 UASI NSGP allowable equipment costs include only the two Authorized Equipment List (AEL) categories identified in the FY 2007 UASI HSGP Program Guidance and Application Kit. These categories are 1) Physical Security Enhancement Equipment, and 2) Inspection and Screening Systems. All allowable equipment costs must fall within these two categories. Interoperable communications equipment, aesthetic enhancement, including bushes, shrubs, or flowers, general-use vehicles, or related general-use equipment is prohibited under this grant program if it does not fall within one of the two previously identified AEL categories. Additionally, any costs associated with exercises are strictly prohibited. All other training and management and administrative (M&A) costs must be in accordance with the FY 2007 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2007 NSGP FAQs Parts 1 and 2.
F. The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

## *TERMS AND CONDITIONS*

17) **National Incident Management System (NIMS) and the Incident Command System (ICS)**

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2007 must be achieved by completing actions outlined in the NIMS Implementation Matrix. Beginning in FY 07 compliance will no longer be measured by self-certification, but will transition to performance-based questions and a measurement system of metrics.

A. Adoption. The jurisdiction or organization must have formally adopted NIMS as its incident management system through ordinance, court order, or resolution. A copy of the adoption document should be provided to the Preparedness Section of the Division of Emergency Management.
B. Implementation. The jurisdiction or organization must be implementing the principles and policies of NIMS/ICS, including these major requirements:
    1. Identifying specific NIMS training requirements for local emergency responder and emergency management positions; then obtaining or providing required training, and documenting it. For further information on NIMS training, see: http://www.fema.gov/emergency/nims/nims_training.shtm
    2. Updating jurisdiction or organization emergency plans and procedures to address the NIMS/ICS organizational structure, major functions, concepts, policies, and procedures.
    3. Utilizing NIMS/ICS for day-to-day all-hazard emergency response and during exercises.
    4. Participating in local, regional, or intrastate mutual aid programs.
    5. Maintaining an inventory of emergency response assets, and identifying key assets by resource typing standards developed by FEMA to facilitate multi-agency response. For resource typing information, see: http://www.fema.gov/emergency/nims/rm/rt.shtm
    6. Complete the NIMS baseline assessment and develop a local NIMS implementation plan.
    7. Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see http://www.fema.gov/pdf/emergency/nims/imp_mtrx_states.pdfFY 06 NIMS implementation requirements must be completed by September 30, 2007.

18) **OTHER REQUIREMENTS**

A. During the performance period of this grant, sub-recipient must maintain an emergency management plan at the Basic Level of planning preparedness or higher, as prescribed byGDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If GDEM identifies deficiencies in the sub-recipient's plan, sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from GDEM.
B. Projects identified in the State Preparedness Assessment and Reporting Service (SPARS)(www.texasdpa.com) must identify and relate to the goals and objectives indicated by the applicable 14 approved project investments for the period of performance of the grant.
C. During the performance period of this grant, sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.
D. During the performance period, the sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
E. Sub-recipients must submit Fiscal Year 2007 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.
F. Council of Governments (COG) will follow guidelines listed in the FY 07 COG Statement of Work.
G. Up to 15% of the program funds for SHSP, UASI and LETPP may be used to support the hiring of full or part-time personnel to conduct program activities that are allowable under the FY 2007 HSGP (i.e., planning, training program management, exercise program management, etc) The ceiling on personnel costs does not apply to contractors, and is in addition to eligible management and administrative (M&A) costs and eligible hiring of intelligence analysts. Sub-recipients may hire staff only for program management functions, not operational duties. Hiring planners, training program coordinators, exercise managers, and grant administrators fall within the scope of allowable program management functions.
H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that one of the major functions of state planning regions as homeland security grant sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant sub-recipients.

## *TERMS AND CONDITIONS*

19) **CLOSING THE GRANT**

A. The sub-recipient must have all equipment ordered by December 30, 2009. The last day for submission of invoices is February 28, 2010.
B. GDEM/SAA will close a sub-award after receiving sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the sub-recipient. If the sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.
C. GDEM/SAA will unilaterally close out grant if sub recipient does not reconcile account and sign closeout GAN by June 30, 2010.

20) **PUBLICATIONS**

A. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
B. The sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, 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."

21) **RESTRICTIONS, DISCLAIMERS and NOTICES**

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

Hidalgo County
Judge J.D. Salinas III
100 E Cano, 2nd Floor
Edinburg, TX 78539

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

**AI-8143** **9.B.**

# Emergency Services Interdept transfer
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT
**Submitted For:** A. A. Tony Pena, Jr.
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Emergency Services Division

## Information

**CAPTION**

Approval of 2008 interdepartmental transfer from Division of Emergency Services - Emergency Management to Co. Judge's office (1100) in the amount of $170.40.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-4XX-00-XXX-0XX-0-630
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1100-429-00-300-023-0-630 --> 8-1100-413-00-110-006-0-630 $170.40. Available Balance as of 2-27-08 $500.00.

## Attachments

Link: 2-28-2008

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Ivan Cantu (Originator) | Ivan Cantu | 02/27/2008 03:26 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/27/2008 04:02 PM | APRV |
| 3 | Andres Castro | Andres Castro | 02/28/2008 10:26 AM | APRV |
| 4 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Ivan Cantu Started On: 02/27/2008 02:47 PM

Final Approval Date: 03/03/2008

**DATE:** February 27, 2008

**AI 8143**

**DEPARTMENT HEAD:** A. A. Tony Pena, Jr.

**DEPARTMENT NAME:** Division of Emergency Services-Emergency Management

**ACCOUNT NUMBER:** 8-1100-413-00-110-006-0- 630

**SUBJECT:** **Interdepartmental 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 | | |
| 8-1100-429-00-300-023-0- 630 | EMERG SRVS-FOOD | (170.40) |
| | | |
| | | |
| | | |
| | | |
| | | |
| TO | | |
| 8-1100-413-00-110-006-0- 630 | CO. JUDGE-FOOD | 170.40 |
| | | |
| | | |
| | | |
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| | | |
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| | | |
| | | |
| | | |
| TOTAL BUDGET INCREASE (DECREASE) | | 0.00 |

**REASON:**

**TRANSFER NEEDED TO REIMBURSE CO. JUDGE'S OFFICE FOR EXPENSE FOR MEALS DURING AN EMERGENCY RESPONSE FROM EMERGENCY MANAGEMENT TO LINN/SAN MANUEL FIRE ON 2-1-08.**

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

**AI-7807** **10.A.**

# Nextel Radios
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** JC Carreon, GEN. GOVT. BLDGS.
**Submitted For:** JC Carreon
**Department:** GEN. GOVT. BLDGS.

## Information

### CAPTION

Discussion, consideration, and approval to purchase five (5) additional Nextel radios and one (1) additional phone/radio with service.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-419-40-220-001-0-532
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

The cell phone equipment is free with new activations pursuant to the current Cell Phone contract as per Griselda Guerra from IT Dept. Funding is needed only for the service of the cell phones/radios.
Pending Requisition 126045 in the aamount of $3000.00.
Available Balance as of 2-29-08 for object code 532 is $5,427.79 for Cell Phone Service under the B & G G/F budget.

## Attachments

Link: B & G request letter

Link: Cell Phone Request
Backup B & G

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/05/2008 06:06 PM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 02/07/2008 04:26 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 01:52 PM | APRV |
| 4 | Purchasing Department | Marty Salazar | 02/29/2008 01:58 PM | APRV |
| 5 | Dina Trevino | Dina Trevino | 02/29/2008 04:14 PM | APRV |
| 6 | Dale Kennan | Dale Kennan | 02/29/2008 04:27 PM | APRV |
| 7 | Court Administrator | Monica Badillo | 02/29/2008 04:28 PM | APRV |

Form Started By: JC Carreon Started On: 02/05/2008 04:20 PM

Final Approval Date: 02/29/2008

# BUILDING & GROUNDS
## County Of Hidalgo

DANIEL FLORES
Director

To: Daniel Flores, Director- Buildings & Grounds

From: Javier Carreon, General Foreman- Buildings & Grounds

Date: January 28, 2008

Re: Cell phone request

This memo is in reference the list of cellular phone requests for our crew members, we need to keep in constant contact with them either through radio or cellular. The following is a list of employees that have radios but need to upgrade to cellular/radio equipment, also, the following is a request for regular radios.

DONE

Elect .Silvestre Rubio- needs phone and radio 292-8567
Elect. Daniel Guerra – needs phone and radio 207-2657
HVAC Seferino Garza – needs phone and radio 292-8367
Carp. Domingo Villalpando – needs phone and radio 207-2765
Carp. Jose Castillo – needs phone and radio 207-2805
Office base – needs phone and radio 292-8925

Plumb. Manuel Garcia – needs phone and radio 207-2523
Route Main. Juan Razo – needs phone and radio 239-1946
HVAC Adrian Luna – needs phone and radio 207-2446
Carp. Mario Montez – needs phone and radio 207-9678
Carp. Mike Cruz – needs phone and radio 207-2886
Yard. David Martinez – needs phone and radio 207-2582

**Extras:**

Assist. P.M. Gabriel Homer Garza – phone/radio
Yard. Robert Pena – needs radio
Maint. Fernando Rodriguez – needs radio
Weld. Javier Adame – needs radio
Maint. Ramon Garate – needs radio
Maint. Rogelio Salinas – needs radio

new phon & service

Please call me if any questions arise regarding this matter, call me at 965-207-9257.

Cc: Homer Garza, Assistant Project Manager – Buildings & Grounds

# BUILDING & GROUNDS
## County Of Hidalgo

DANIEL FLORES
Director

To: Daniel Flores, Director- Buildings & Grounds

From: Javier Carreon, General Foreman- Buildings & Grounds

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HVAC Seferino Garza – needs phone and radio 292-8367
Carp. Domingo Villalpando – needs phone and radio 207-2765
Carp. Jose Castillo – needs phone and radio 207-2805
Office base – needs phone and radio 292-8925

Plumb. Manuel Garcia – needs phone and radio 207-2523
Route Main. Juan Razo – needs phone and radio 239-1946
HVAC Adrian Luna – needs phone and radio 207-2446
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Carp. Mike Cruz – needs phone and radio 207-2886
Yard. David Martinez – needs phone and radio 207-2582

**Extras:**

Assist. P.M. Gabriel Homer Garza – phone/radio
Yard. Robert Pena – needs radio
Maint. Fernando Rodriguez – needs radio
Weld. Javier Adame – needs radio
Maint. Ramon Garate – needs radio
Maint. Rogelio Salinas – needs radio

new phone & service

Please call me if any questions arise regarding this matter, call me at 965-207-9257.

Cc: Homer Garza, Assistant Project Manager – Buildings & Grounds

# CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-____)
☐ Plan change
☐ User Name Change
☐ Delete Service
☐ Other_____

(2) Requesting employee/position: Gabriel H. Garza

Employee ID #:_____ Office: B & G. Budget Acct. #:_____

(3) Type of duties:

☑Offsite duties ☑On-call duties ☐Law Enforcement ☑Emergency Response ☐Other:_____

(4) Describe how cell phone will be used: County Business, and one Call

(5) Anticipated usage in minutes per month (check only one):

| Sprint | ☑ 400 | ☐ 1000 | ☐ 1400 | ☐ 2000 | ☐ 3000 | ☐ 4000 | ☐ Data Card |
|---|---|---|---|---|---|---|---|
| Plan Cost | $42.00 | $59.00 | $75.00 | $91.00 | $133.00 | $165.00 | $85.00 |

(6) Will phone be used outside of the County of Hidalgo Yes. If yes indicate where and how frequently will only be used out of County when on Business on Travel.

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger ____ Carrying case ____ Extra battery ____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

**Department Head / Elected Official**

| ↑ Signature ↑ | ↑ Print Name ↑ | ↑ Date Signed ↑ |
|---|---|---|
| | David Flores | 2/7/08 |

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** _____

2008 FEB 7 PM 4 19
HIDALGO COUNTY
BUDGET OFFICE

For multiple phone requests, please continue on the following page.
V4 – modified 10/5/06

# CELULAR PHONE REQUEST FORM (Multiple phones)

HIDALGO COUNTY, TEXAS

| Type of Request | Requesting Employee or Position | Employee's DL# | Model of Phone | Anticipated Usage per month | Additional accessories |
|---|---|---|---|---|---|
| Phone & Serv. (NEW) | Robert Peña | | I355 | | |
| Phone & Serv. (NEW) | Fernando Rodriguez | | I355 | | |
| Phone & Serv. (NEW) | Javier Adame | | I355 | | |
| Phone & Serv. (NEW) | Ramon Garate | | I355 | | |
| Phone & Serv. (NEW) | Rogelio Salinas | | I355 | | |
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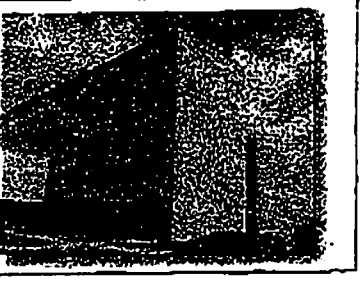
Department Head/Elected Official

| ↑ Signature ↑ | ↑ Print Name ↑ | ↑ Date Signed ↑ |
|---|---|---|
| | DANIEL Flores | 2/7/08 |

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT -- APPROVAL DATE: _____

# County of Hidalgo Texas

Information Technology Department
100 N. Closner Blvd.
Edinburg, TX 78539
956-292-7010
www.co.hidalgo.tx.us



| | |
|---|---|
| **Date:** | 2/6/08 |
| **Time:** | 2:40 pm |
| **To:** | J.C. |
| **Fax #:** | 318-2648 |
| **Company:** | B & G. |
| **Total Pages:** | 3 |
| **From:** | Griselda |
| **Fax:** | 318-2152 |
| **Regarding:** | Cell Phone Req. Form |

**Comments:** Hi JC, please fill out the following:
-#4 #5 & #6
-and have Mr. Flores sign both pages.
Please email to ivan.cantu@co.hidalgo.tx.us
Call me if you have any questions.
Thanks!!

** on second page:
anticipated usage per month would be the plan for each phone.

JC

**AI-8150** **11.A.**

# Position reclassification-STX Director's Administrative Support grant CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Nelda Olivarez, HIDTA
**Submitted For:** Dora L. Munoz, Commander
**Department:** HIDTA
**Agenda Area:** HIDTA - Task Force

## Information

**CAPTION**

1. Discussion, consideration and approval to reclassify one (1) permanent full-time position, slot no. 270-009-G001 from Receptionist to Administrative Assistant and increase salary from $21,800.00 to $32,000.00.

2. Approval of revised salary schedule.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2007/2008 **ACCT. #:** 8-1291-412-00-270-009-7-XXX
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available funding as of 02/29/2008. As per Nelda Olivarez, new grant funding to be effective 03/15/2008 to 12/31/2008.

## Attachments

Link: Job Description
Link: Worksheet- Funding
Link: HIDTA-AI 8150
Fiscal Note

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/28/2008 08:23 AM | APRV |
| 2 | Auditor's Office | Becky Morales | 02/28/2008 11:00 AM | APRV |
| 3 | Andres Castro | Andres Castro | 02/28/2008 11:03 AM | APRV |
| 4 | Rosalinda Cantu | Rosie Cantu | 02/29/2008 04:55 PM | APRV |
| 5 | Dale Kennan | Dale Kennan | 02/29/2008 05:14 PM | APRV |
| 6 | Purchasing Department | Marty Salazar | 02/29/2008 05:30 PM | APRV |
| 7 | Court Administrator | Monica Badillo | 03/03/2008 07:35 AM | APRV |

Form Started By: Nelda Olivarez Started On: 02/27/2008 04:05 PM

Final Approval Date: 03/03/2008

# Hidalgo County H.I.D.T.A. Task Force

Job Title: **South Texas Region H.I.D.T.A. Administrative Assistant**

**Summary of Duties**: The South Texas HIDTA administrative assistant is under the direct supervision of the South Texas HIDTA financial manger. The administrative assistant is primarily responsible for the day-to-day operation of the South Texas HIDTA Regional Office. Such daily duties generally include but are not limited to receiving official visitors; answering and monitoring all incoming calls; scheduling appointments; maintain and order office supplies; preparing all travel arrangements; responsible for receiving and distributing all correspondence; processing all account payables for review by financial manger. Duties also require supporting the financial manger and the administrative needs for other office personnel as required.

**Duties:** Perform duties as directed by the Financial Manger, STR HIDTA, which, at a minimum, include:

- Operating on a daily basis Microsoft Office Professional Suite programs, multi-line telephones, facsimile, recording and copier devices.
- Recording and drafting minutes of quarterly Executive business meetings.
- Arranging and coordinating business trips, many nationwide.
- Preparing the documentation need for travel and submitting for reimbursement.
- Establishing and maintaining official business directories and filing system.
- Coordinating semi-annual LEA business conferences.
- Receiving visitors, dignitaries, and other persons daily for the STR HIDTA.
- Drafting and/or preparing business correspondence daily
- Receiving, answering, screening, directing, and making official telephone calls.
- Scheduling and maintaining weekly, monthly, and annual business calendars.
- Receiving, reviewing, mailing, and maintaining official correspondence.
- Order and maintain supplies for daily office administration.
- Assist the Financial Manger

**Other Duties and Responsibilities, but not limited to:**

- Through knowledge of ONDCP/HIDTA grant rules and regulations.
- Develop and maintain a productive working relationship with Local, State, and Federal Law Enforcement Agencies to include all STX HIDTA Initiative.
- Maintain spreadsheets on office accounts.
- Coordinate and announce training to Local, State, and Federal Law Enforcement Agencies to include all STX HIDTA Initiative.

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

**Computer Knowledge**:
Must have some personal computer knowledge. Ability to learn new computer software. Must be familiar with MS Windows products. Ability to type 35-45 words per minute.

**Education and/or Experience:**
High school diploma or equivalent

**Language Skills:**
Ability to read, analyze and interpret legal documents. Ability to respond to common inquiries or complaints

**DATE:** October 24, 2007

**DEPARTMENT HEAD:** Dora L. Munoz

**DEPARTMENT NAME:** STX DIRECTOR'S ADMINISTRATIVE SUPPORT ELEMENT

**ACCOUNT NUMBER:** 8-1291-412-00-270-009-7-XXX (2007 Grant)

| SLOT NO. | POSITION TITLE | 2007 BUDGETED GRANT SALARY | FRINGES AND WORKERS' COMPENSATION | | | | | | TOTAL BUDGETTED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | HEALTH INSURANCE $4,164.00 | LIFE INSURANCE $33.00 | FICA 7.65% | RETIREMENT 8.78% | UNEMPLOYMENT COMP. 0.50% | WORKER'S COMP. 0.42% | |
| G001 | Administrative Assistant ~~Receptionist~~ | **$ 32,000.00** | 4,164.00 | 33.00 | 2,448.00 | 2,809.60 | 160.00 * | 355.10 | **$41,969.70** |

# 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:** Commissioner' Court
**From:** Valde Guerra, Budget Officer
**CC Date:** Thursday, March 06, 2008

**Agenda Item:** AI-7994

**Summary of request/proposal:** THE HIDTA DEPARTMENT IS REQUESTING TO RECLASSIFY ONE (1) PERMANENT FULL-TIME POSITION FROM RECEPTIONIST TO ADMINISTRATIVE ASSISTANT AND INCREASE THE BUDGETED SALARY FROM $21,800.00 TO $32,000.00 PER YEAR. Effective date is 3/17/08.

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Salary Requested |
|---|---|---|---|---|---|---|
| 1291 | ADMINISTRAT. ASSIST. | G001 | 113 | 21,800.00 | 10,200.00 | 32,000.00 |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | 32,000.00 |

## Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 8-1291-412-00-270-009-7- | 113 | HIDTA TASK FORCE- | PERM F/T EMPL | 8,097.71 |
| 8-1291-412-00-270-009-7- | 211 | HIDTA TASK FORCE- | HEALTH INSURANCE | - |
| 8-1291-412-00-270-009-7- | 212 | HIDTA TASK FORCE- | LIFE INSURANCE | - |
| 8-1291-412-00-270-009-7- | 220 | HIDTA TASK FORCE- | FICA | 619.47 |
| 8-1291-412-00-270-009-7- | 230 | HIDTA TASK FORCE- | RETIREMENT | 710.98 |
| 8-1291-412-00-270-009-7- | 250 | HIDTA TASK FORCE- | UNEMPLOYMENT COMP | 40.49 |
| 8-1291-412-00-270-009-7- | 260 | HIDTA TASK FORCE- | WORKER'S COMP | 129.56 |
| | | | | |
| | | | 2008 Budgetary Impact | 9,598.21 |

**2009 Budgetary Impact:** 12,090.06

## Possible Funding Sources: FUNDING FROM WITHIN DEPARTMENT- GRANT FUNDS

**Budget Office Recommendation:**

| |
|---|
| |
| |
| |

**AI-8104** **12.A.**

## Water/Sewer Imp. - Weslaco
## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Estella Webber, URBAN COUNTY
**Department:** URBAN COUNTY
**Agenda Area:** Urban County

### Information

**CAPTION**

Presentation for consideration, discussion and action to award a construction contract to Tri-Hunt Construction, the lowest qualified bid received, meeting all specifications and requirements for the City of Weslaco Sewer Improvements project utilizing Year 19 (2006), Hidalgo County Urban County Program funds.

**BACKGROUND**

The City of Weslaco requests approval to award a construction contract in the amount of $78,266.00 to Tri-Hunt Construction for a Sewer line installation project along the alley between Calle Republica and Calle de Libertad from Los Torritos Street to First Street (See attached bid tabulation sheet).

Contract Amount: $ 78,266.00
Funds Available: $ 227,650.63 (2006 Water Sewer Improvements)

### Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Urban County Funds
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Contract amount is $78,266.00; funding is to come from utilizing Year 19 (2006) funds (available $227,650.63).

### Attachments

Link: Bid Tabulation Sheet for AI-8104

Link: Backup for AI-8104

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/26/2008 11:01 AM | APRV |
| 2 | Dale Kennan | Dale Kennan | 02/26/2008 01:55 PM | APRV |
| 3 | Auditor's Office | Becky Morales | 02/26/2008 02:26 PM | APRV |
| 4 | Dale Kennan | Dale Kennan | 02/26/2008 03:26 PM | APRV |
| 5 | Purchasing Department | Marty Salazar | 02/27/2008 01:45 PM | APRV |

| | | | | |
|---|---|---|---|---|
| 6 | Court Administrator | Monica Badillo | 02/28/2008 08:30 AM | APRV |
| Form Started By: Estella Webber | | | Started On: 02/25/2008 04:03 PM | |
| Final Approval Date: 02/28/2008 | | | | |

**BID TABULATION**
**CITY OF WESLACO SEWERLINE INSTALLATION PROJECT**
**February 12, 2008**

| | | Quantity | Unit | Tri Hunt Construction | | Dos Logistics | | JM Construction | | Asago Construction | | Jimmy Closner & Sons | | TRC Utilities | | The 5125 Company | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Cost | Cost | Unit Cost | Cost | Unit Cost | Cost | Unit Cost | Cost | Unit Cost | Cost | Unit Cost | Cost | Unit Cost | Cost |
| | **WATER LINE IMPROVEMENTS** | | | | | | | | | | | | | | | | |
| 1 | Site Preparation | 1 | LS | $ 4,500.00 | $ 4,500.00 | $ 16,675.00 | $ 16,675.00 | $ 35,000.00 | $ 35,000.00 | $ 8,000.00 | $ 8,000.00 | $ 7,000.00 | $ 7,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 |
| 2 | Install 8" PVC SDR-26 Sewerline | 1,291 | LF | $ 23.00 | $ 29,693.00 | $ 35.82 | $ 46,243.62 | $ 39.00 | $ 50,349.00 | $ 60.00 | $ 77,460.00 | $ 105.00 | $ 135,555.00 | $ 93.80 | $ 121,095.80 | $ 110.00 | $ 142,010.00 |
| 3 | Install 4' Dia. Fiberglass Manhole | 5 | EA | $ 3,500.00 | $ 17,500.00 | $ 3,705.00 | $ 18,525.00 | $ 2,700.00 | $ 13,500.00 | $ 4,000.00 | $ 20,000.00 | $ 3,700.00 | $ 18,500.00 | $ 4,410.00 | $ 22,050.00 | $ 10,000.00 | $ 50,000.00 |
| 4 | Install 4" Sewer Service from new main to property Line | 42 | EA | $ 450.00 | $ 18,900.00 | $ 432.25 | $ 18,154.50 | $ 500.00 | $ 21,000.00 | $ 1,000.00 | $ 42,000.00 | $ 270.00 | $ 11,340.00 | $ 1,266.00 | $ 53,172.00 | $ 1,000.00 | $ 42,000.00 |
| 5 | Trench Safety Protection | 1,291 | LF | $ 3.00 | $ 3,873.00 | $ 2.50 | $ 3,227.50 | $ 5.00 | $ 6,455.00 | $ 5.00 | $ 6,455.00 | $ 15.00 | $ 19,365.00 | $ 20.00 | $ 25,820.00 | $ 10.00 | $ 12,910.00 |
| 6 | Pavement patching; complete includes flexible base material and HMAC | 26 | SY | $ 50.00 | $ 1,300.00 | $ 44.45 | $ 1,155.70 | $ 25.00 | $ 650.00 | $ 100.00 | $ 2,600.00 | $ 50.00 | $ 1,300.00 | $ 70.00 | $ 1,820.00 | $ 100.00 | $ 2,600.00 |
| 7 | Traffic Control Plan and Implementation | 1 | LS | $ 2,500.00 | $ 2,500.00 | $ 3,705.00 | $ 3,705.00 | $ 3,000.00 | $ 3,000.00 | $ 2,500.00 | $ 2,500.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 | $ 10,000.00 |
| | **Total =** | | | | **$ 78,266.00** | | **$ 107,686.32** | | **$ 129,954.00** | | **$ 159,015.00** | | **$ 198,060.00** | | **$ 238,957.80** | | **$ 269,520.00** |

**City of Weslaco**
*"The City on the Grow"*

BUDDY DE LA ROSA, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem
SOYLA R. GONZALEZ, Commissioner
ADRIAN GONZALEZ, Commissioner
RENE RODRIGUEZ, JR, Commissioner

ANTHONY COVACEVICH, City Manager

February 20, 2008

Ms. Diana R. Serna, Executive Director
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Water and Sewer Line Improvements Project-Yr 19

Dear Ms. Serna:

The City of Weslaco is requesting to be placed on the agenda for Hidalgo County Commissioners Court to recommend the award of Yr 19 Sewer Line Project to Tri Hunt Construction the lowest bidder in the amount of $78,266.00.

The City Commission approved recommendation submitted by Halff Associates at their regular meeting of February 19, 2007. I have enclosed the necessary documentation.

Thank you for your prompt attention to this matter.

Sincerely,

Anthony Covacevich
City Manager

Attachment

FEB 20 2008

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-968-3181 ■ WWW.WESLACOTX.GOV

**City of Weslaco**
*"The City on the Grow"*

BUDDY DE LA ROSA, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem
SOYLA R. GONZALEZ, Commissioner
ADRIAN GONZALEZ, Commissioner
RENE RODRIGUEZ, JR, Commissioner

ANTHONY COVACEVICH, City Manager

## CERTIFICATE

I, Amanda C. Elizondo, City Secretary of the City of Weslaco, Texas, **DO HEREBY CERTIFY**, that the Weslaco City Commission at their regular meeting of February 19, 2008, accepted the recommendation from Halff Associates to award the Year 19 Sewer Line Project to Tri-Hunt Construction, lowest bidder for sewer improvements along the alley between Calle Republica and Calle del Libertad from Los Toritos Street to First Street and to recommend the same to Hidalgo County Commissioner's Court for a bid amount of $78,266.00. I further certify that such action of the Weslaco City Commission is recorded in Volume 44 of the Weslaco Minute Book.

**DATED** this 20th day of February, 2008.

CITY OF WESLACO

Amanda C. Elizondo
City Secretary

## NOTARY

**SWORN AND SUBSCRIBED** before me, this 20th day of February, 2008 and that the above facts are true and correct to the best of her knowledge.

JANIE V BALLI
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-22-2009

Janie V. Balli, Notary Public
My Commission expires: 02/22/09

HALFF

February 12, 2008
AVO #24651

via email and
(956).973-3128

Anthony Covaccvich
City Manager
City of Weslaco
201 S. Kansas
Weslaco, TX 78592

**Re: Weslaco Sewerline Improvement Project**

Dear Mr. Covaccvich:

On January 30, 2008 a bid opening was held for the above-referenced project at the Hidalgo County New Administration Building in Edinburg, Texas. Seven (7) prospective contractors submitted bids. The following is a summary of Bid Results.

| Company | Base Bid |
|---|---|
| Tri Hunt Construction | $78,266.00 |
| Dos Logistics | $107,686.32 |
| JM Construction | $129,954.00 |
| Asago Construction | $159,015.00 |
| Jimmie Coaner & Sons | $198,060.00 |
| TRC Utilities | $238,957.80 |
| The 5125 Company | $269,520.00 |

A review of bid packages was completed with the Responsive Low Bidder for this project being Tri Hunt Construction. We performed a reference check on the responsive low bidder (see Attached Reference Worksheet). Based on the feedback we received, we recommend awarding the Base Bid to Tri Hunt Construction. For your convenience, a copy of the complete Bid Tabulations is enclosed.

We will continue to coordinate closely with the City to ensure that this project continues to move forward.

Should you have any comments or questions, please do not hesitate to contact me.

Sincerely,

Carlos Gonzalez, P.E.

w/enclosures
cc: Sylvia Martinez, City of Weslaco

HALFF ASSOCIATES, INC.
5000 WEST MILITARY, STE 100 TEL (956) 664-0288 WWW.HALFF.COM
MCALLEN, TX 78503 FAX (956) 804-4762

## References for City of Westaco Water and Sewerline Improvements

| | Hidalgo County Urban County<br>spoke with Tony Barco | City of Edinburg<br>spoke with Israel Pesadas | Dannenbaum Engineering<br>spoke with Jose Luis Muñoz | Flores Engineers<br>spoke with Raul Flores |
|---|---|---|---|---|
| 1. Was the project completed at or under budget? | yes, worked with city budget | no | yes | yes, under budget |
| 2. Was the project completed on schedule? | yes | no | yes | yes |
| 3. Were there any change orders? | no | yes | yes | no |
| If so, were they reasonably priced? | | no | yes | |
| 4. Were you satisfied w/ the quality of work? | yes, very much so | no | yes, had as mall problem with permits | yes |
| 5. Would you like them a gain? | yes, definitely | city council would decide that | yes | yes, definitely |
| Comments | | | | Picked up things the company had missed |

**AI-8107** **12.B.**

# Extension - Mujeres Unidas
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Estella Webber, URBAN COUNTY
**Department:** URBAN COUNTY
**Agenda Area:** Urban County

## Information

### CAPTION

Requesting authorization to extend fiscal year agreement with Mujeres Unidas/Women Together-ESG Program YR 19 (2006) until May 30, 2008. Mujeres Unidas/Women Together was granted a one month extension on December 11, 2007 amending their agreement until January 31, 2008.

### BACKGROUND

UCP is requesting authorization for a second amendment to the agreement between Mujeres Unidas/Women Together and the Hidalgo County Program for the ESG Program-YR 19 (2006). At Mujeres Unidas/Women Together's request, a one month extension was granted on December 11, 2007 until January 31, 2008. Although assurances were made that funds would be fully expended by January 31, 2008, Mujeres Unidas/Women Together was not able to meet their obligation. In order to avoid losing these funds altogether, we recommend approval of the extension. The two year contract with HUD for YR 19 ends on June 30, 2008.

The grant awarded to Mujeres Unidas/Women Together in the amount of $207,168 will not change.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** No budgetary impact
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

Award amount remains the same ($207,168.00) with only an extension on the time period.

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/26/2008 11:01 AM | APRV |
| 2 | Dale Kennan | Dale Kennan | 02/26/2008 02:30 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 04:55 PM | APRV |
| 4 | Purchasing Department | | 03/03/2008 07:36 AM | NEW |

| | | | | |
|---|---|---|---|---|
| 5 | Court Administrator | Monica Badillo | 03/03/2008 07:33 AM | APRV |

Form Started By: Estella Webber Started On: 02/25/2008 04:42 PM

Final Approval Date: 03/03/2008

**AI-8106** **12.C.**

## Constr. Contract - Weslaco
## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Estella Webber, URBAN COUNTY
**Department:** URBAN COUNTY
**Agenda Area:** Urban County

### Information

**CAPTION**

Presentation of recommendation by project engineer, Halff Associates consideration, discussion and action to award bid and approval of a construction contract to Tri-Hunt Construction, the lowest qualified bid received, meeting all specifications and requirements for the City of Weslaco Water Improvements project utilizing Year 19 (2006), Hidalgo County Urban County Program funds.

**BACKGROUND**

The City of Weslaco requests approval to award a construction contract in the amount of $84,717.00 to Tri-Hunt Construction for a Waterline installation project along the alley between Calle Las Palmas and Calle del Cedro from Los Torritos Street to Southside of Cavazos Park (See attached bid tabulation sheet).

Contract Amount: $ 84,717.00
Funds Available: $ 199,384.63 (2006 Water/Sewer Improvements)

### Fiscal Impact

### Attachments

Link: Bid Tabulation Sheet for AI-8106

Link: Backup for AI-8106

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/26/2008 11:01 AM | APRV |
| 2 | Dale Kennan | Dale Kennan | 02/26/2008 03:32 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 04:53 PM | APRV |
| 4 | Purchasing Department | Marty Salazar | 03/02/2008 01:15 PM | APRV |
| 5 | Court Administrator | Monica Badillo | 03/03/2008 07:33 AM | APRV |

Form Started By: Estella Webber Started On: 02/25/2008 04:26 PM

Final Approval Date: 03/03/2008

**BID TABULATION**
**CITY OF WESLACO WATERLINE INSTALLATION PROJECT**
**February 12, 2008**

| | | Quantity | Unit | Mid Valley Construction | | Tri Hunt Construction | | D & M Roth | | Dos Logistics | | Asago Construction | | Saenz Utilities Contractors | | Jimmy Closner & Sons | | The 5125 Company | | TRC Utilities | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Cost | Cost | Unit Cost | Cost | Unit Cost | Cost | Unit Cost | Cost | Unit Cost | Cost | Unit Cost | Cost | Unit Cost | Cost | Unit Cost | Cost | Unit Cost | Cost |
| | **WATER LINE IMPROVEMENTS** | | | | | | | | | | | | | | | | | | | | |
| 1 | Site Preparation | 1 | LS | $ - | $ - | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 16,672.50 | $ 16,672.50 | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 | $ 10,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 |
| 2 | Install 6" Waterline PVC- C900 | 1,748 | LF | $ - | $ - | $ 13.00 | $ 22,724.00 | $ 23.50 | $ 41,078.00 | $ 19.76 | $ 34,540.48 | $ 25.00 | $ 43,700.00 | $ 29.00 | $ 50,692.00 | $ 69.00 | $ 120,612.00 | $ 50.00 | $ 87,400.00 | $ 65.80 | $ 115,018.40 |
| 3 | Install 3/4 " Water service from new main to existing meter box | 51 | EA | $ - | $ - | $ 300.00 | $ 15,300.00 | $ 600.00 | $ 30,600.00 | $ 370.50 | $ 18,895.50 | $ 400.00 | $ 20,400.00 | $ 1,200.00 | $ 61,200.00 | $ 300.00 | $ 15,300.00 | $ 500.00 | $ 25,500.00 | $ 318.00 | $ 16,218.00 |
| 4 | Connect new 6" water main to existing water main (6" - 12"); complete includes all related appurtenances | 4 | EA | $ - | $ - | $ 1,800.00 | $ 7,200.00 | $ 2,000.00 | $ 8,000.00 | $ 1,852.50 | $ 7,410.00 | $ 4,000.00 | $ 16,000.00 | $ 4,550.00 | $ 18,200.00 | $ 4,700.00 | $ 18,800.00 | $ 5,000.00 | $ 20,000.00 | $ 7,252.00 | $ 29,008.00 |
| 5 | Install fire hydrant assembly; complete includes fire lead line and all related apurtenances | 5 | EA | $ - | $ - | $ 3,000.00 | $ 15,000.00 | $ 3,000.00 | $ 15,000.00 | $ 4,322.50 | $ 21,612.50 | $ 5,000.00 | $ 25,000.00 | $ 3,250.00 | $ 16,250.00 | $ 2,840.00 | $ 14,200.00 | $ 5,000.00 | $ 25,000.00 | $ 4,990.00 | $ 24,950.00 |
| 6 | Install 6" Gate Valve; complete includes all related appurtenances | 10 | EA | $ - | $ - | $ 750.00 | $ 7,500.00 | $ 1,000.00 | $ 10,000.00 | $ 1,049.75 | $ 10,497.50 | $ 1,500.00 | $ 15,000.00 | $ 950.00 | $ 9,500.00 | $ 940.00 | $ 9,400.00 | $ 1,500.00 | $ 15,000.00 | $ 5,900.00 | $ 59,000.00 |
| 7 | Install 8" Gate Valve; complete includes all related appurtenances | 4 | EA | $ - | $ - | $ 1,300.00 | $ 5,200.00 | $ 1,750.00 | $ 7,000.00 | $ 1,482.00 | $ 5,928.00 | $ 2,000.00 | $ 8,000.00 | $ 1,200.00 | $ 4,800.00 | $ 1,250.00 | $ 5,000.00 | $ 1,500.00 | $ 6,000.00 | $ 5,025.00 | $ 20,100.00 |
| 8 | Install 12" Gate Valve; complete includes all related appurtenances | 2 | EA | $ - | $ - | $ 1,600.00 | $ 3,200.00 | $ 2,100.00 | $ 4,200.00 | $ 2,964.00 | $ 5,928.00 | $ 4,000.00 | $ 8,000.00 | $ 2,200.00 | $ 4,400.00 | $ 2,150.00 | $ 4,300.00 | $ 2,500.00 | $ 5,000.00 | $ 5,666.00 | $ 11,332.00 |
| 9 | Pavement patching; complete includes flexible base material and HMAC | 41 | SY | $ - | $ - | $ 45.00 | $ 1,845.00 | $ 35.00 | $ 1,435.00 | $ 55.58 | $ 2,278.78 | $ 100.00 | $ 4,100.00 | $ 65.00 | $ 2,665.00 | $ 50.00 | $ 2,050.00 | $ 50.00 | $ 2,050.00 | $ 25.00 | $ 1,025.00 |
| 10 | Trench Safety Protection | 1,748 | LF | $ - | $ - | $ 1.00 | $ 1,748.00 | $ 3.00 | $ 5,244.00 | $ 2.50 | $ 4,370.00 | $ 2.50 | $ 4,370.00 | $ 2.00 | $ 3,496.00 | $ 2.50 | $ 4,370.00 | $ 5.00 | $ 8,740.00 | $ 15.00 | $ 26,220.00 |
| | **Total =** | | | **$ 80,455.00** | | **$ 84,717.00** | | **$ 127,557.00** | | **$ 128,133.26** | | **$ 149,570.00** | | **$ 181,203.00** | | **$ 199,032.00** | | **$ 199,690.00** | | **$ 307,871.40** | |

**City of Weslaco**

*"The City on the Grow"*

BUDDY DE LA ROSA, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem
SOYLA R. GONZALEZ, Commissioner
ADRIAN GONZALEZ, Commissioner
RENE RODRIGUEZ, JR, Commissioner

ANTHONY COVACEVICH, City Manager

February 20, 2008

Ms. Diana R. Serna, Executive Director
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Water and Sewer Line Improvements Project-Yr 20

Dear Ms. Serna:

The City of Weslaco is requesting to be placed on the agenda for Hidalgo County Commissioners Court to recommend the award of Yr 20 Water Line Project to Tri Hunt Construction the lowest bidder in the amount of $84,717.00.

The City Commission approved recommendation submitted by Halff & Associates at their regular meeting of February 19, 2007. I have enclosed the necessary documentation.

Thank you for your prompt attention to this matter.

Sincerely,

Anthony Covacevich
City Manager

Attachment

FEB 20 2008

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-968-3181 ■ WWW.WESLACOTX.GOV

**City of Weslaco**
*"The City on the Grow"*

BUDDY DE LA ROSA, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem
SOYLA R. GONZALEZ, Commissioner
ADRIAN GONZALEZ, Commissioner
RENE RODRIGUEZ, JR, Commissioner

ANTHONY COVACEVICH, City Manager

# CERTIFICATE

I, Amanda C. Elizondo, City Secretary of the City of Weslaco, Texas, **DO HEREBY CERTIFY**, that the Weslaco City Commission at their regular meeting of February 19, 2008, accepted the recommendation from Halff Associates to award the Year 20 Water Line Project to Tri-Hunt Construction, lowest bidder for water improvements along the alley between Calle de las Palmas and Calle del Cedro from Los Toritos Street to the Southside of Cavazos Park and to recommend the same to Hidalgo County Commissioners' Court for a bid amount of $84,717.00. I further certify that such action of the Weslaco City Commission is recorded in Volume 44 of the Weslaco Minute Book.

**DATED** this 20th day of February, 2008.

**CITY OF WESLACO**

Amanda C. Elizondo
City Secretary

# NOTARY

**SWORN AND SUBSCRIBED** before me, this 20th day of February, 2008 and that the above facts are true and correct to the best of her knowledge.

JANIE V BALLI
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-22-2009

Janie V. Balli, Notary Public
My Commission expires: 02/22/09

HALFF

February 12, 2008
AVO #25624

via email and
(956) 973-3128

**Anthony Covacevich**
City Manager
City of Weslaco
201 S. Kansas
Weslaco, TX 78592

**Re: Weslaco Waterline Improvement Project**

Dear Mr. Covacevich:

On January 30, 2008 a bid opening was held for the above-referenced project at the Hidalgo County New Administration Building in Edinburg, Texas. Nine (9) prospective contractors submitted bids. The following is a summary of Bid Results.

| Company | Base Bid |
|---|---|
| Mid Valley Construction | $80,455.00 |
| Tri Hunt Construction | $84,717.00 |
| D & M Roth | $127,557.00 |
| Dos Logistics | $128,133.26 |
| Asago Construction | $149,570.00 |
| Saenz Utility | $181,203.00 |
| Jimmie Cosner & Sons | $199,032.00 |
| The 5125 Company | $199,690.00 |
| TRC Utilities | $307,871.40 |

A review of bid packages for completeness revealed that Mid-Valley Construction did not complete the revised Bid Sheet Proposal as per Addendum # 1. Therefore, we would interpret Mid-Valley Constructions Bid as unacceptable. This results in Tri Hunt Construction becoming the Responsive Low Bidder for this project. We performed a reference check on the responsive low bidder (see Attached Reference Worksheet). Based on the feedback we received, we recommend awarding the Base Bid to Tri Hunt Construction. For your convenience, a copy of the complete Bid Tabulations is enclosed.

We will continue to coordinate closely with the City to ensure that this project continues to move forward.

Should you have any comments or questions, please do not hesitate to contact me.

Sincerely,

Carlos Gonzalez, P.E.

w/enclosures
cc: Sylvia Martinez, City of Weslaco

HALFF ASSOCIATES, INC.

5000 WEST MILITARY, STE 100
MCALLEN, TX 78503

TEL (956) 664-0286
FAX (956) 664-0282

WWW.HALFF.COM

## References for City of Weslaco Water and Sewerline Improvements

| | Hidalgo County Urban County<br>spoke with Tony Barco | City of Edinburg<br>spoke with Israel Posadas | Dannenbaum Engineering<br>spoke with Jose Luis Munoz | Harris Engineers<br>spoke with Raul Flores |
|---|---|---|---|---|
| 1. Was the project completed at or under budget? | yes, worked with city budget | no | yes | yes, under budget |
| 2. Was the project completed on schedule? | yes | no | yes | yes |
| 3. Were there any change orders? | no | yes | yes | no |
| If so, were they reasonably priced? | - | no | yes | - |
| 4. Were you satisfied w/ the quality of work? | yes, very much so | no | yes, had as mall problem with ponds | yes |
| 5. Would you hire them again? | yes, definitely | city council would decide that | yes | yes, definitely |
| Comments | | | | Picked up things the company had missed |

**AI-8182** **12.D.**

# Colonia Self Help Grant
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Estella Webber, URBAN COUNTY
**Department:** URBAN COUNTY
**Agenda Area:** Urban County

## Information

### CAPTION

Requesting approval of the Rehabilitation and Reconstruction Guidelines for the 2003 Colonia Self Help Center Grant #723013.

### BACKGROUND

The Texas Department of Housing and Community Affairs (TDHCA) Office of Colonia Initiatives (OCI) recently advised that they are lacking a copy of the approved Housing Rehabilitation and Reconstruction Guidelines for Self Help Home Programs. The County of Hidalgo, Urban County Program staff prepared the guidelines with the technical assistance of TDHCA-OCI staff. TDHCA-OCI approved the housing rehabilitation guidelines. Therefore, approval of the guidelines by the County of Hidalgo is being requested.
Attached please find the housing rehabilitation guidelines approval letter from TDHCA-OCI.

UCP colonia staff recommends approval.

## Fiscal Impact

## Attachments

Link: colonia grant

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/28/2008 01:15 PM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 02/28/2008 01:41 PM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Estella Webber | | | Started On: 02/28/2008 11:42 AM | |
| Final Approval Date: 03/03/2008 | | | | |

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Rick Perry
GOVERNOR

Michael Gerber
EXECUTIVE DIRECTOR

BOARD MEMBERS
C. Kent Conine, *Chair*
Leslie Bingham Escareño
Tomas Cardenas, P.E.
Sonny Flores
Juan S. Muñoz, Ph.D.
Gloria Ray

February 27, 2008

Mr. Pete De La Cruz
Hidalgo County
Urban County Program
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Re: Colonia Self-Help Center – Rehabilitation Guidelines
Contract No. 723013

Dear Mr. De La Cruz:

The Texas Department of Housing and Community Affairs (TDHCA) Office of Colonia Initiatives (OCI) staff met with you on August 27, 2003 to discuss the county's housing rehabilitation guidelines submitted for the Colonia SHC program.

The OCI provided Hidalgo County technical assistance on the housing rehabilitation guidelines and all issues were addressed; however, we did not provide the County with an approval letter for the housing rehabilitation guidelines.

Therefore we are hereby approving the housing rehabilitation guidelines submitted by Hidalgo County on August 27, 2003. Please include this approval letter in your contract files.

Should you have any questions, please feel free to contact your local border field representative, Mrs. Yesenia Ayala, at (956) 383-4045.

Sincerely,

Homero V. Cabello, Jr.,
Director, Office of Colonia Initiatives

cc: Yesenia Ayala, Border Field Office

**AI-8156** **12.E.**

**budget amend. - Alton**

**CC REGULAR**

**Date:** 03/06/2008
**Submitted By:** Estella Webber, URBAN COUNTY
**Department:** URBAN COUNTY
**Agenda Area:** Urban County

## Information

**CAPTION**

1.Consideration and Approval of a budget amendment to the Urban County Alton Year 18 (2005) and Year 20 (2007) CDBG work plan for the following:

A. Increase Fire Station line item by $66,131.01 for purchase of fire protection unit(s), and Decrease Street Improvements line item by $66,131.01 to increase Fire Station/Equipment line item utilizing Year 18 (2005)

B. Increase Fire Station/Equipment line item by $263,068.00 for the purchase of fire protection unit(s), and Decrease C/I Infrastructure Development line item by $263,068.00 to increase Fire Station/Equipment line item to $297,352.00 utilizing Year 20 (2007).

**BACKGROUND**

City of Alton is requesting approval of the Budget Amendment for Program Year 18 (2005) and 20 (2007) to provide additional funding for Fire Station/Equipment for the purchase of fire protection unit(s). A public hearing was held on February 26, 2008 at 6:00 p.m., and citizen participation requirements have been met. See attached detailed amendment.

| | |
|---|---|
| Year 18 (2005) | $ 66,131.01 |
| Year 20 (2007) | $297352.00 |
| Total | $363,483.01 |

## Fiscal Impact

## Attachments

Link: work plan amend.

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/28/2008 09:12 AM | APRV |
| 2 | Dale Kennan | Dale Kennan | 02/28/2008 09:44 AM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Estella Webber — Started On: 02/27/2008 04:46 PM

Final Approval Date: 03/03/2008

**The City of Alton**
**509 South Alton BLVD. Alton, Texas 78573-1196**
**Office (956) 432-0760. Fax (956) 432-0766**

February 27, 2008

Ms. Kasie Sauceda,
UC Project Coordinator
Urban County Program
1916 Tessoro Bld
Pharr, Texas

Dear Ms. Sauceda:

A Public Hearing was held on February 26 at the city hall annex in reference to a budget/program amendment for year18 2005 and year 20 2007 CDBG work plan program. There was no public attendance at this meeting.

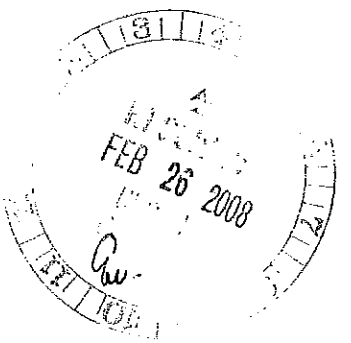
On February 26, 2008 the City Commission approved a budget/program amendment for year18 2005 and year 20 2007 CDBG work plan program. The vote was unanimous.

Your assistance on this matter is greatly appreciated. If you have any questions on this correspondence do not hesitate to call me at (956) 432-0760.

Sincerely,

Steve Pena
Assistant City Manager

CC: Tony Barco, UC Program Manager
Jorge Arcaute, City Manager



**CITY OF ALTON**
**NOTICE & AGENDA**
**REGULAR MEETING**
**February 26, 2008**

**NOTICE is hereby given that on the 26th day of February 2008, the Alton City Commission will hold a Regular Meeting at 7:30 p.m. The meeting will be held at ALTON CITY HALL 509 South Alton Blvd., Alton, Texas.**

NOTE: If during the course of the meeting, the Commission should determine that a closed or executive session is required, then such closed or executive session is authorized by Article 6252-17 Revised Civil Statute of Texas, Section 2(e), 2(g). Notice of the closed or executive session will be given after the commencement of the meeting covered by this notice.

Should any final action, final decision, or final vote be required in the opinion of the Commission with regard to any item during the meeting then such final action, final decision, or final vote shall be made during the open meeting covered by this notice upon reconvening of the public meeting.

The agenda includes the following listed items:

I. CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

II. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

III. PUBLIC COMMENT

IV. CONSENT AGENDA

1. To approve Ordinance 2008-01, an ordinance rezoning a 6.99 acre tract of land, being a part of lot 42-4,West Addition to Sharyland, Alton, Texas from a class"ag-3" agricultural district to a class "r-3" multifamily district.,

2. To approve the preliminary plat for JV Estates.

V. NEW BUSINESS

**DISCUSSION & ACTION:**

X 1. To approve a budget amendment to the Urban County Alton year 18 (2005) and year 20 (2007) CDBG work plan Program.

2. To authorize the City Manager to purchase a "Pierce Contender Pumper".

3. To approve Proclamation 2008-02, proclaiming Arbor Day.

4. To approve a request by Mission CISD to use the Alton City Commission Chambers for the school district's general and bond elections for early voting and election day .

FEB 26 2008

5. To approve Ordinance 2008-03, an ordinance ordering a general election on May 10, 2008 for electing Commissioner Place 2, Commissioner Place 3 and Commissioner Place 4.

VI. CITY MANAGER'S COMMENTS

VII. MAYOR'S COMMENTS

VIII. ADJOURNMENT

CERTIFICATE OF POSTING

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF ALTON

I, the undersigned authority, do hereby certify that the above Notice of meeting of the governing body of the City of Alton, Texas is a correct copy of said Notice on Bulletin Board, in the City Hall of said City in Alton, Texas which is a place convenient and readily accessible to the general public at all times, and said notice was posted **February 22nd 2008 at 4:30 P.M.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

**DATED THIS 22nd day of February 2008**

**CITY OF ALTON**

CITY OF ALTON ALTON, TEXAS

**Janie Gaytan**
**City Secretary**

# PUBLIC HEARING NOTICE
# CITY OF ALTON
# URBAN COUNTY PROGRAM
# BUDGET / PROGRAM AMENDMENT

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, THE CITY OF ALTON, WILL CONDUCT A PUBLIC HEARING TO SOLICIT INPUT FROM INTERESTED PARTIES ON THE CITY'S PROPOSED BUDGET / PROGRAM AMENDMENT TO ITS URBAN COUNTY PROGRAM YEAR 18 (2005), AND YEAR 20 (2007).

THE PUBLIC HEARING WILL BE HELD ON TUESDAY, FEBRUARY 26, 2008 AT 6:00 P.M. AT ALTON CITY HALL ANNEX LOCATED AT 205 WEST MAIN AVENUE ALTON, TEXAS 78573.
THE FOLLOWING IS THE PROPOSED BUDGET / PROGRAM AMENDMENT FOR YOUR CONSIDERATION:

| EXISTING BUDGET | UCP YR 18 (2005) ACTIVITIES | PROPOSED BUDGET |
|---|---|---|
| $ 5,000.00 | Water/Sewer Improvements (Colonia Match) | $ 5,000.00 |
| $ 66,131.01 | Street Improvements (-$66,131.01) | $ 0.00 |
| $ 15,000.00 | Senior Services | $ 15,000.00 |
| $ 30,000.00 | Youth Services | $ 30,000.00 |
| $ 25,553.95 | Fire Station/Equipment (+$66,131.01) | $ 91,684.96 |
| $ 263,068.00 | Repayment of Section 108 Loan | $ 263,068.00 |
| $ 1,373.04 | General Administration | $ 1,373.04 |
| $406,126.00 | TOTAL | $406,126.00 |

The proposed budget and program amendment will **decrease** Street Improvements in the amount of $66,131.01 and increase FireStation/Equipment in the amount of $66,131.01 for the purchase of Fire Station rescue unit(s).

| EXISTING BUDGET | UCP YR 20 (2007) ACTIVITIES | PROPOSED BUDGET |
|---|---|---|
| $ 34,284.00 | Fire Station/Equipment (+$263,068.00) | $ 297,352.00 |
| $ 15,000.00 | Senior Services | $ 15,000.00 |
| $ 30,000.00 | Youth Services | $ 30,000.00 |
| $ 263,068.00 | C/I Infrastructure Development (-$263,068.00) | $ 0.00 |
| $ 5,000.00 | General Administration | $ 5,000.00 |
| $347,352.00 | TOTAL | $347,352.00 |

The proposed budget and program amendment will **decrease** C/I Infrastructure Development in the amount of $263,068.00 and increase FireStation/Equipment in the amount of $263,068.00 for the purchase of Fire Station Equipment rescue unit(s).

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 581-2733. Written comments can be forwarded to:

**MAYOR SALVADOR VELA**
205 West Main Avenue
Alton, Texas 78573

# PUBLIC HEARING NOTICE

CITY OF ALTON
URBAN COUNTY PROGRAM
BUDGET / PROGRAM AMENDMENT
Sign-in Sheet
February 26, 2008

## Please Print

1. Steve Peña
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
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17. _____
18. _____
19. _____
20. _____

No Attendance.

(If Additional Space is Needed Please Use Back of Page)

**AI-8134** **12.F.**

## Colonia Grant / Sewer Imp.
## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Estella Webber, URBAN COUNTY
**Department:** URBAN COUNTY
**Agenda Area:** Urban County

### Information

**CAPTION**

Presentation of a recommendation by project engineer Sigler, Winston, Greenwood & Associates, Inc. to award a bid under ORCA 2006 Colonia EDAP Grant #727055 with approval of contract with Closner Construction of La Feria, Texas (the lowest and responsible bidder meeting all specifications and requirements) in the amount of $178,056.75 for first time sewer improvements to Colonia Rosedale Heights located in the City of Weslaco's ETJ area in Pct. # 1.

**BACKGROUND**

The project consists of first time sewer improvements including sewer service yard lines, septic tank remediations and related appurtenances to thirty-two (32) homes in Colonia Rosedale Heights located in the City of Weslaco's ETJ area in Pct. # 1. Bid opening was held on Wednesday, February 20, 2008 and Closner Construction was the lowest of three (3) bidders. Attached please find the engineer's recommendation and the bid tabulation sheet.

UCP colonia staff recommends approval.

Contractor: Closner Construction

2006 Colonia EDAP Grant # 727055: $ 178,056.75
Total Contract Amount: $ 178,056.75

2006 ORCA EDAP Funds Available: $ 245,737.00

### Fiscal Impact

### Attachments

Link: BCAP 8134

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/28/2008 08:55 AM | APRV |
| 2 | Ivan Cantu | | 02/28/2008 08:55 AM | |
| 3 | Ivan Cantu | | 02/28/2008 08:55 AM | |
| 4 | Ivan Cantu | | 02/28/2008 08:55 AM | |

| | | | | |
|---|---|---|---|---|
| 5 | Ivan Cantu | | 02/28/2008 08:55 AM | |
| 6 | Auditor's Office | | 02/28/2008 08:55 AM | |
| 7 | Purchasing Department | | 02/28/2008 08:55 AM | |
| 8 | Court Administrator | | 02/28/2008 08:55 AM | |
| 11 | Ivan Cantu | Ivan Cantu | 02/28/2008 09:59 AM | APRV |
| 12 | Budget & Management | | 03/03/2008 08:56 AM | PEND |
| 13 | Purchasing Department | Marty Salazar | 02/28/2008 11:14 AM | APRV |
| 14 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Estella Webber Started On: 02/27/2008 11:37 AM

Final Approval Date: 03/03/2008

CHAS. A. GREENWOOD, P.E.
SPECIAL CONSULTANT

WM. R. SHEA, P.E.
CHAIRMAN OF THE BOARD

SIGLER, WINSTON, GREENWOOD
& ASSOCIATES, INC.
*Consulting Engineers*

1604 EAST HIGHWAY 83
WESLACO, TEXAS 78596 ⊠
AC 956-968-2194 Fax 968-8300

JOE B. WINSTON, JR., P.E.
EXECUTIVE VICE-PRESIDENT

RANDALL C. WINSTON, P.E.
PRESIDENT

February 27, 2008

Re: Sanitary Sewer for Colonia Rosedale Heights - City of Weslaco

Mr. Pete De La Cruz
UCP Colonia Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Dear Mr. De La Cruz:

Enclosed please find the bid tabulation for the above referenced project. We have found everything in order, and recommend awarding the contract to the lowest bidder, Closer Construction of La Feria, Texas, in the amount of $178,056.75.

If you have any questions or need additional information, please don't hesitate to give me a call.

Sincerely,

SIGLER, WINSTON, GREENWOOD
& ASSOC., INC.

Randy Winston, P.E.

RW:cm
Encls.

cc: Ms. Sylvia Martinez, UCP Coordinator, City of Weslaco w/1 encl.

## Tabulation of Bids
## Sanitary Sewer for Proposed Colonia Rosedale Heights for City of Weslaco
**Bid Opening 9:30 AM February 20, 2008 Project No. 07-163**

| Item No. | Description | Quantity | Unit | Closner Construction 2809 W. Exp. 83 La Feria, TX 78559 | | Saenz Utility Contractors, LTD 22290 N. FM 88 Edcouch, TX 78538 | | The 5125 Company 1008 Doherty Ave. Mission, TX 78572 | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Price | Unit Totals | Unit Price | Unit Totals | Unit Price | Unit Totals |
| 1. | 8" PVC Sanitary Sewer Line (SDR-26) @ 16-18' Cut | 66 | L.F. | $32.75 | $2,161.50 | $75.00 | $4,950.00 | $80.00 | $5,280.00 |
| 2. | 8" PVC Sanitary Sewer Line (SDR-26) @ 14-16' Cut | 126 | L.F. | $28.75 | $3,622.50 | $65.00 | $8,190.00 | $80.00 | $10,080.00 |
| 3. | 8" PVC Sanitary Sewer Line (SDR-26) @ 12-14' Cut | 116 | L.F. | $26.75 | $3,103.00 | $55.00 | $6,380.00 | $60.00 | $6,960.00 |
| 4. | 8" PVC Sanitary Sewer Line (SDR-26) @ 10-12' Cut | 243 | L.F. | $23.75 | $5,771.25 | $35.00 | $8,505.00 | $60.00 | $14,580.00 |
| 6. | 8" PVC Sanitary Sewer Line (SDR-26) @ 8-10' Cut | 325 | L.F. | $21.75 | $7,068.75 | $28.00 | $9,100.00 | $60.00 | $19,500.00 |
| 7. | 8" PVC Sanitary Sewer Line (SDR-26) @ 6-8' Cut | 375 | L.F. | $18.25 | $6,843.75 | $20.00 | $7,500.00 | $30.00 | $11,250.00 |
| 9. | 8" Plug, Solid | 1 | EA | $135.00 | $135.00 | $200.00 | $200.00 | $200.00 | $200.00 |
| 10. | 6" PVC Sanitary Sewer Line (SDR-26) @ 6-8' Cut | 113 | L.F. | $17.00 | $1,921.00 | $20.00 | $2,260.00 | $25.00 | $2,825.00 |
| 11. | 6" PVC Sanitary Sewer Line (SDR-26) @ 4-6' Cut | 155 | L.F. | $15.00 | $2,325.00 | $17.00 | $2,635.00 | $25.00 | $3,875.00 |
| 12. | Manhole @ 12-14' Cut | 1 | EA | $2,125.00 | $2,125.00 | $3,500.00 | $3,500.00 | $4,500.00 | $4,500.00 |
| 13. | Manhole @ 8-10' Cut | 1 | EA | $1,925.00 | $1,925.00 | $3,300.00 | $3,300.00 | $3,500.00 | $3,500.00 |
| 14. | Manhole @ 6-8' Cut | 3 | EA | $1,525.00 | $4,575.00 | $2,800.00 | $8,400.00 | $3,500.00 | $10,500.00 |
| 15. | Manhole @ 4-6' Cut | 1 | EA | $1,225.00 | $1,225.00 | $2,450.00 | $2,450.00 | $3,500.00 | $3,500.00 |
| 16. | Single Service Connection (Across Road-Bored) | 20 | EA | $1,105.00 | $22,100.00 | $980.00 | $19,600.00 | $3,000.00 | $60,000.00 |
| 17. | Single Service Connection (On-Side | 20 | EA | $180.00 | $3,600.00 | $550.00 | $11,000.00 | $500.00 | $10,000.00 |
| 18. | Trench Protection & Shoring | 1,519 | L.F. | $25.00 | $37,975.00 | $2.00 | $3,038.00 | $5.00 | $7,595.00 |
| | Appurtenance, Coordination with City for Installation | 1 | L.S. | $50,000.00 | $50,000.00 | $50,000.00 | $50,000.00 | $50,000.00 | $50,000.00 |
| 20. | Bore of 8" Sewer Line | 80 | L.F. | $73.75 | $5,900.00 | $45.00 | $3,600.00 | $80.00 | $6,400.00 |
| 21. | Bore of 6" Sewer Line | 32 | L.F. | $52.50 | $1,680.00 | $40.00 | $1,280.00 | $60.00 | $1,920.00 |
| 22. | Yard Line & Decommissioning of Septic Tank | 32 | EA | $250.00 | $8,000.00 | $1,980.00 | $63,360.00 | $1,500.00 | $48,000.00 |
| 23. | Traffic Control per TxDOT's TMUTC | 1 | L.S. | $6,000.00 | $6,000.00 | $3,200.00 | $3,200.00 | $2,500.00 | $2,500.00 |
| | **GRAND TOTAL - ENTIRE PROJECT** | | | | **$178,056.75** | | **$222,448.00** | | **$282,965.00** |
| | **Cashier's Check** | | | | | | | | |
| | **Bid Bond** | | | | 5% | | 5% | | 5% |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

**DEPARTMENT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM**

| **BID OPENING DATE: February 20, 2008** | **BID OPENING TIME: 9:30 A.M.** |
|---|---|

**DESCRIPTION OF BID: "Sanitary Sewer Improvements to Colonia Rosedale Heights which includes sewer yard lines and septic tank remediation located in the City of Weslaco's ETJ area in Pct #1 under the ORCA Colonia EDAP Grant Contract #727055"**

| BID NO. | BIDDER/COMPANY NAME | TOTAL BASE CHARGE | | | Bid Bond/Cashier's Check Included |
|---|---|---|---|---|---|
| 1 | **5125 Company** | **$282,965.00** | | | **Bid Bond** |
| 2 | **Saenz Utility Conractors** | **$222,448.00** | | | **Bid Bond** |
| 3 | **Closner Construction** | **$178,056.75** | | | **Bid Bond** |
| 4 | | | | | |
| 5 | | | | | |
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**AI-8148** **12.G.**

## Street Imp. project - San Juan
## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Estella Webber, URBAN COUNTY
**Department:** URBAN COUNTY
**Agenda Area:** Urban County

### Information

**CAPTION**

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services in connection with Hidalgo County Urban County Program Year 20 (2007) for a Street Improvements Project in the City of San Juan.

2. Presentation of the scoring grid (of at least three (3) Engineering firms from the County's approved "pool" as graded and evaluated by the City of San Juan) for the purposes of ranking by Commissioners' Court in connection with an Urban County Program Street Improvements project in the City of San Juan.

3. Authority to negotiate a Professional Engineering Service contract with the No. I ranked firm of for the provision of engineering services for a City of San Juan Street Improvements project.

**BACKGROUND**

The City of San Juan has graded three engineering firms from the County's approved "pool". Quintanilla, Headley & Associates, S&B Infrastructure, LTD and Cruz-Hogan Consultants, were rated for the 2007 Chula Vista Subdivision and San Juan Del Norte Subdivision street improvement project in the City of San Juan.

See attached Grading-Scoring Grid for your review.

Funds Available: $275,467.25 Yr 20 (2007) San Juan Street Improvement funds

### Fiscal Impact

### Attachments

Link: project

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/27/2008 04:28 PM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 02/28/2008 08:23 AM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Estella Webber

Started On: 02/27/2008 03:46 PM

Final Approval Date: 03/03/2008

**City of SAN JUAN**
**Engineering Services**
**Street Improvements**
**Year 20 (2007)**
**Grading-Ranking Grid**

| Criteria | Cruz-Hogan Consultants | | | S&B Infrastructure, LTD | | | Quintanilla, Headley & Associates | | |
|---|---|---|---|---|---|---|---|---|---|
| | Grader 1 | Grader 2 | Grader 3 | Grader 1 | Grader 2 | Grader 3 | Grader 1 | Grader 2 | Grader 3 |
| Professional Qualifications of Team | 18 | 19 | N/A | 20 | 20 | N/A | 19 | 19 | N/A |
| Experience Project Team | 20 | 25 | N/A | 17 | 18 | N/A | 20 | 20 | N/A |
| Experience/ Availability of Project Manager | 20 | 20 | N/A | 17 | 16 | N/A | 19 | 17 | N/A |
| Understanding of Project | 21 | 25 | N/A | 16 | 15 | N/A | 0 | 0 | N/A |
| Familiarity with Applicable Rules & Regulations | 10 | 10 | N/A | 0 | 0 | N/A | 10 | 10 | N/A |
| **TOTALS** | 89 | 99 | N/A | 70 | 69 | N/A | 68 | 66 | N/A |
| **AVERAGES** | 188÷2=94 | | | 139÷2=69.5 | | | 134÷2=67 | | |
| **RANKING** | | | | | | | | | |

Grader #1 John Avilez

Grader #2 Leticia Cobos

Grader #3 n/a

Mayor: San Juanita Sanchez
Mayor Pro-Tem: Eddie Rodriguez
Commissioners: Pedro Contreras
Bobby Rodriguez
Claudia R. Gonzalez

City of SAN JUAN

February 27, 2008

Monica Luna, Urban County Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

Re: 2008 Work Plan & Budget/Street Improvements Project

Dear Ms. Luna:

Please allow this letter to serve as notification that the San Juan City Commission, at a meeting held on Tuesday, February 26, 2008, voted to approve the Urban County Program Work Plan and Budget for Year 21 (2008). Enclose is the approved resolution for your records.

In addition, the City Commission voted to accept the highest rated engineering firm, Cruz-Hogan Consultants, Inc., for the street improvements project. Enclosed are the rating sheets for the three engineering firms that were rated. Pending will be a copy of the City Commission minutes.

At your earliest convenience, please place the approval of Cruz-Hogan Consultants, Inc. on the County Commissioners' agenda for their approval.

If you have any questions or need additional information please call me at (956) 702-6443.

Sincerely,

Guillermo Seguin
City Manager

FEB 26 2008

709 S. Nebraska Ave., San Juan, Texas 78589 • Phone: (956) 702-6400 • Fax: (956) 787-5978

**AI-8199** **12.H.**

## Street Imp. bids - La Joya
## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Estella Webber, URBAN COUNTY
**Department:** URBAN COUNTY
**Agenda Area:** Urban County

### Information

**CAPTION**

The City of La Joya is requesting authority to advertise for bids for "the proposed street improvements to include paving, curb, and gutter to Alex Street", an Urban County Program Year 18 (2005), and 20 (2007) Street Improvement Project. (Project Carried by: Hinojosa Engineering, Inc.).

**BACKGROUND**

The City of La Joya is proposing street improvements to include paving, curb, and gutter to Alex Street and will utilize City of La Joya Urban County Program Funds Year 18 (2005) and Year 20 (2007).

Funds Available: Street Improvement

| | | |
|---|---|---|
| FY 18 (2005) | $ 38,540.61 | City of La Joya |
| FY 20 (2007) | $120,776.90 | City of La Joya |
| Total | $159,317.51 | |

### Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Urban County Program funding will be utilized.

### Attachments

*No file(s) attached.*

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/29/2008 08:37 AM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 02/29/2008 10:25 AM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Estella Webber — Started On: 02/28/2008 03:51 PM

Final Approval Date: 03/03/2008

**AI-8201** **12.I.**

## Authorize name change - ASHTI

## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Estella Webber, URBAN COUNTY
**Department:** URBAN COUNTY
**Agenda Area:** Urban County

### Information

**CAPTION**

Requesting approval to certify Affordable Homes of South Texas, Inc. (AHSTI) as Community Housing Development Organization (CHDO) and authorize the name change on our existing contracts (FY 2006 and 2007) with Community Development Corporation of South Texas, Inc. (CDCST, Inc.) to AHSTI.

**BACKGROUND**

The Urban County Program currently has two CHDO contracts with the Community Development Corporation of South Texas, Inc, (CDCST, Inc.) for the construction of single-family homes for income eligible families. CDCST, Inc. was created as a spin-off of McAllen Affordable Housing, Inc. to provide this service throughout Hidalgo County. The Board of Directors for each of these non-profit organizations recently approved a merger between themselves with the effective date being January 1, 2008. The UCP is requesting that authoriztion be provided to change the name on our existing contracts to reflect the new CHDO name.

### Fiscal Impact

### Attachments

Link: Name Change Request

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/29/2008 08:32 AM | PEND |
| 2 | Erika Reyna | Erika Reyna | 02/29/2008 09:25 AM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Estella Webber | | | Started On: 02/28/2008 04:21 PM | |
| Final Approval Date: 03/03/2008 | | | | |

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Phil Wilson
Secretary of State

# Office of the Secretary of State

## CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

COMMUNITY DEVELOPMENT CORPORATION OF SOUTH TEXAS, INC.
Domestic Nonprofit Corporation
[File Number: 163478101]

Into

MCALLEN AFFORDABLE HOMES, INC.
Domestic Nonprofit Corporation
[File Number: 38421701]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 12/20/2007

Effective: 01/01/2008 @ 12:01 a.m.

Phil Wilson
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Phil Wilson
Secretary of State

# Office of the Secretary of State

## CERTIFICATE OF FILING
## OF

Affordable Homes of South Texas, Inc.
38421701

[formerly: MCALLEN AFFORDABLE HOMES, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Restated Certificate of Formation for the above named domestic nonprofit corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 12/20/2007

Effective: 01/01/2008 @ 12:02 a.m.

Phil Wilson
Secretary of State

**AI-8233** **13.A.**

# Early Voting Sites
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Elections Administration

## Information

### CAPTION

Discussion and approval of Early voting Sites (dates & times) for the Primary Runoff, April 8, 2008.

### BACKGROUND

Attachment will be provided to Budget Office by Tuesday.

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| | |
|---|---|
| Form Started By: Monica Badillo | Started On: 03/03/2008 08:41 AM |
| Final Approval Date: 03/03/2008 | |

# AI-8132 14.A.
# Scholarships
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** County Judge's Office

## Information

**CAPTION**

1. Discussion, consideration and action approving the Hidalgo County Employee and Dependent Competitve Scholarship applications and deadlines.

2. Discussion of roles and responsibilities for administering the scholarship program.

**BACKGROUND**

## Fiscal Impact

## Attachments

Link: Scholarship
Link: scholarship
Link: Scholarship Flyer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/27/2008 10:46 AM | APRV |
| 2 | Erika Reyna | Erika Reyna | 02/27/2008 03:22 PM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Monica Badillo | | | Started On: 02/27/2008 09:53 AM | |
| Final Approval Date: 03/03/2008 | | | | |

# Hidalgo County
# Dependent Competitive Tuition Scholarship
# Guidelines

## Purpose

Hidalgo County is committed to the educational advancement of its employees and offers a Dependent Competitive Tuition Scholarship, subject to availability of funds. It is for the legal dependents or spouse of eligible regular full-time staff who have been employed by Hidalgo County for at least one year continuously. The monies can be used for eligible credit courses taken at South Texas College.

## Eligibility

The dependents of regular, full-time Hidalgo County staff who have been employed for a minimum of one year continuously are eligible. Eligible dependents are defined as a legal spouse or an unmarried dependent son/step son and or an unmarried dependent daughter/step daughter, 24 years of age or younger, who resides with the employee and must have at least a 3.0 cumulative GPA on a 4.0 scale. All eligible employee dependents must complete the Dependent Competitive Tuition Scholarship application and essay to be considered for this scholarship. All applicants will be judged and scored by the South Texas College Financial Aid Office and the highest scoring applicants will be considered for this scholarship. ***(The number of scholarships to be awarded are limited)*** Eligible dependents must apply to South Texas College to take courses that comply with a specified degree.

## General Guidelines

Eligible dependents must first submit an STC application, transcript and test scores (if required) to be eligible to take classes at South Texas College and be eligible for the Dependent Competitive Tuition Scholarship.

Eligible dependents that have applied for and are eligible for state or federal aid must first exhaust these funds before becoming eligible for the Hidalgo County Employee Tuition Scholarship Program.

Eligible dependents are required to submit their Dependent Competitive Tuition Scholarship Application to the Hidalgo County Office of Human Resources **by March 31.**

Eligible dependents may apply for the Dependent Competitive Tuition Scholarship for a maximum of **6** credit hours per semester.

If a dependent student wishes to drop the course(s), he/she should do so before the 1st class day of the semester. Dropping the course(s) on or after the 1st class day, may result in the participant having to pay for the course(s).

For dependents who reside outside of Hidalgo County, the Dependent Competitive Tuition Scholarship pays the in-district amount only for the STC courses in which the dependent is enrolled, and the dependent is responsible for the difference.

# Hidalgo County
# Dependent Competitive Tuition Scholarship Responsibilities

## Responsibilities - Dependents

1. Read and understand the Competitive Tuition Scholarship Guidelines
2. Complete all sections of the Competitive Tuition Scholarship Application.
3. Submit required attachments including the following:
    - Degree Plan
    - Statement of Educational Purpose (if degree plan not available)
    - Essay questions
4. Application must be completed in full and submitted to the Hidalgo County Office of Human Resources by March 31. Faxed applications will not be accepted. Applicant must drop off completed application in person during normal business hours, Monday through Friday, excluding federal holidays.

## Responsibilities – Hidalgo County Office of Human Resources

1. Determine if employee is regular and full-time and enter the date of hire.
2. Verify that employee has been employed for at least one year continuously in a regular full-time position.
3. Hold applications in file for South Texas College to collect.

## Responsibilities – South Texas College Admissions Office

1. Determine if dependent is a Hidalgo County resident.
2. Verify if the employee's dependent repeated any course listed on Dependent Competitive Tuition Scholarship Application.
3. If repeated course indicate the course name and number and inform the employee that he/she will be responsible for the tuition and fees and ask them to sign in designated area of STC Admissions Office approval.

## Responsibilities – South Texas College Financial Aid Office

1. Verify that dependent is not receiving Financial Aid grants and is meeting all scholarship requirements. South Texas College reserves the right to request proof of dependency.
2. Verify with Hidalgo County Human Resources that parent of spouse of dependent is still employed before processing appropriate award amount for tuition and fees.
3. Verify application is complete and all approvals have been obtained.
4. Review section E of the application for any previously dropped, failed or withdrawn course and, if necessary, adjust the tuition and fees award amount.
5. Award appropriate amount for tuition and fees.
6. Keep copy for department records.
7. Forward original application to the Hidalgo County Office of Human Resources to be placed in employee's personnel file.
8. On the 12th class day, review enrollment changes for Dependent Competitive Tuition Scholarship participants and if necessary adjust the award amount.

# Hidalgo County
# Dependent Competitive Tuition Scholarship Application

1. By submitting this application, the dependent acknowledges that they have read and understand the appropriate guidelines which are an integral part of this application.

2. This application must be completed in full to the Hidalgo County Office of Human Resources by March 31.

**A. EMPLOYEE INFORMATION**

1. Employee Social Security No._____

2. Employee Name: _____

3. Department Name: _____

**B. DEPENDENT INFORMATION**

1. Dependent name: _____ 2. Dependent SSN:_____

3. Dependent relationship to employee (check one) ☐ Spouse ☐ Daughter ☐ Son

4. Semester/year of enrollment: _____ 5. Total Credit Hrs: _____ (6 hrs maximum)

6. Resident of: Hidalgo Yes: ☐ No: ☐ Other: _____

7. Educational Plan Attached:

☐ Degree Plan ☐ Statement of Educational Purpose
(Required if a degree plan is not offered for field of study)

**Please indicate what courses you are enrolling in:**

| 8. Course Name | Section No. | Class Day/Time |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

I have received and understand the guidelines for applying and receiving Dependent Competitive Tuition Scholarship benefits. I also understand and accept responsibility for payment of the tuition and fees for any course listed above that is identified as a repeated course.

_____ _____ _____
Employee's Signature Date Office Number

*By signing you, the employee, agrees to all federal, state, and local regulations. You also agree to abide by the requirements set forth by the Hidalgo County Competitive Tuition Scholarship which will be enforced by the South Texas College Financial Aid Office*

**C. Hidalgo County Office of Human Resources Approval**

1. **Employee date of hire in regular position:** _____

Is employee's dependent eligible for the Tuition Scholarship? (Check one) Yes No
(MUST BE EMPLOYED WITH HIDALGO COUNTY ONE YEAR CONTINUOUSLY)

_____ _____ (____)_____
Hidalgo County HR Approval Date Office Number

***Forward to STC Admissions Office for Approval***

**D. STC Admission Office Approval**

1. Verify residency status: Hidalgo County Resident ☐ Yes No

2. Cumulative GPA: _____

3. Is employee requesting Dependent Competitive Tuition Scholarship for a repeated course (dropped, passed, failed, withdrawn course, etc.)? Yes No

4. If yes, include course name/number: _____

course name/number: _____

Please inform the employee that tuition and fees will not be covered for course(s) listed above.

Verified by: Date _____

**Forward application to the Financial Aid Office for Approval**

**E. FINANCIAL AID OFFCE APPROVAL**

Any and all dependents of Hidalgo County employees shall meet all requirements set forth by the Dependent Competitive Tuition Scholarship

1. The Dependent Competitive Tuition Scholarship will only pay for up to 6 hours of tuition.
2. Must maintain a 3.0 GPA or higher on a 4.0 GPA scale.
3. Student must pass all classes he/she is enrolled for or will no longer be eligible for the Dependent Competitive Tuition Scholarship
4. Scholarship is for tuition and fees only. Money will not be issued directly to student.
5. Hidalgo County HR must confirm that dependent's parent or spouse is currently a full-time Hidalgo County employee for at least one consecutive year.
6. Must reapply each semester.
7. If the student must withdraw for any reason the Dependent Competitive Tuition Scholarship will be canceled and the student will owe STC for any charges accrued.
8. Student must first apply for financial aid. If financial aid grants are sufficient to cover tuition and fees, the student will not be eligible for the Dependent Competitive Tuition Scholarship.
9. All recipients applying for the Hidalgo County Dependent Competitive Tuition Scholarship will be chosen by the South Texas College Financial Aid Office in order to ensure all requirements are being met.

**Does student meet all requirements**

**Yes** ☐ **No** ☐

Financial Aid Recipient: Yes ☐ No ☐

Has Financial Aid been applied for: Yes ☐ No ☐

Verified By: _____ Date: _____

Entered By: _____ Date: _____

Scholarship Amount:_____

## FOR FINANCIAL AID USE ONLY

**Scoring: (total possible points that can be awarded – 100 points)**

**Years of Service** _____ **(20 points)**

**School or Community Service awards** _____ **(20 points)**

**Cumulative GPA** _____ **(20 points)**

**Essay** _____ **(40 points)**

**Total Points awarded** _____

# Essay Question: Hidalgo County Dependent Competitive Scholarship

Employee Name:

Dependent Name:

**Essay questions. You must answer both questions.**

1. Volunteerism builds character, and you will be judges partly on what you have done to make life in Hidalgo Cou

Examples could include:

- Fundraisers (Blood drives, car wash, recycling awareness, book sale, etc.)
- Recognitions (school participation, UIL, student government, Honor student, etc.)
- Peer mentoring (tutoring, note taker, Big Brother or Big Sister, etc.)

2. Choose from one of the following:
   a. **If you are given a chance to continue your education, what major would you pursue and why?**
   b. **Where do you see Hidalgo County in the next 10 years?**
   c. **How will your degree serve Hidalgo County?**

# Hidalgo County
# Employee Competitive Tuition Scholarship Application Guidelines

## Purpose

Hidalgo County is committed to the educational advancement of its employees and as a result, Hidalgo County offers an Employee Competitive Tuition Scholarship, subject to availability of funds. The scholarship is for eligible regular, full-time staff who have been employed by Hidalgo County for at least one year continously. The scholarship will fund eligible credit courses taken at South Texas College.

## Eligibility

Regular full-time staff are eligible for this scholarship one year from the date of hire. All eligible employees must complete the Employee Competitive Tuition Scholarship application and must have at least a 2.5 cumulative GPA on a 4.0 GPA scale. The employees must complete the FAFSA (Free Application for Federal Student Aid) to determine need and must complete an essay to be considered for this scholarship. All applicants will be judged and scored by the South Texas College Financial Aid Office and the highest scoring applicants will be considered for this scholarship. ***(The number of scholarships to be awarded are limited)*** Eligible employees must apply to South Texas College to take courses that comply with a specified degree plan or are directly job related. A statement of educational purpose must be completed if a degree plan is not available.

## General Guidelines

Eligible employees must first submit an STC application, transcript and test scores (if required) to the South Texas College Admissions Office and be admitted to the college before becoming eligible for the Employee Competitive Tuition Scholarship.

Employees who have applied for and are eligible for state or federal grants must first exhaust these funds before becoming eligible for the Employee Competitive Tuition Scholarship.

Eligible employees are required to submit their completed Employee Competitive Tuition Scholarship application to the Hidalgo County Office of Human Resources by March 31.

Eligible employees may apply for the Employee Competitive Tuition Scholarship for a maximum of 6 credit hours per semester.

If an employee wishes to drop the course(s), he/she should do so before the 1st class day of the semester. Dropping the course(s) on or after the 1st class day, will result in the participant having to pay for the course(s) if he/she decides to retake the course(s).

For employees who reside outside of Hidalgo County, the scholarship pays the in-district tuition amount only of the STC courses applicable to the scholarship award, and the employee is responsible for the difference.

# Hidalgo County
# Employee Competitive Tuition Scholarship Responsibilities

## Responsibilities - Employees

1. Read and understand the Employee Competitive Tuition Scholarship Guidelines
2. Complete all sections of the application.
3. Obtain supervisor signature and submit required attachments including the following:
   - Degree Plan
   - Statement of Educational Purpose (if degree plan not available)
   - Essay questions
4. Application must be completed in full and submitted to the Hidalgo County Office of Human Resources by March 31. Faxed applications will not be accepted. Applicant must drop off completed application in person during normal business hours, Monday through Friday, excluding federal holidays.

## Responsibilities – Supervisor

1. Review if employee is enrolled in a course during his/her required work hours. Give approval for taking a class during normal work hours only if class is offered at no other time and alternative schedule is permitted and/or employee agrees to use comp/vacation time.
2. Attached modified schedule or leave request if necessary.
3. Sign application.

## Responsibilities – Office of Human Resources

1. Determine if employee is regular and full-time and enter the date of hire.
2. Verify that employee has been employed for at least one year continuously in a regular full-time position.
3. Hold applications in file for South Texas College to collect.

## Responsibilities – South Texas College Admissions Office

1. Determine if dependent is a Hidalgo County resident.
2. Verify if the employee's dependent repeated any course listed on Dependent Competitive Tuition Scholarship Application.
3. If repeated course indicate the course name and number and inform the employee that he/she will be responsible for the tuition and fees and ask them to sign in designated area of STC Admissions Office approval.

## Responsibilities – South Texas College Financial Aid Office

1. Validate that employee is not receiving Financial Aid grants and is meeting all scholarship requirements.
2. Verify with Hidalgo County Human Resources that employee is still employed before processing appropriate award amount for tuition and fees.
3. Verify application is complete and all approvals have been obtained.
4. Review section E of the application for any previously dropped, failed or withdrawn course and if necessary adjust the tuition and fees award amount.
5. Award appropriate amount for tuition and fees.
6. Keep copy for department records.

7. Forward original application to the Hidalgo County Office of Human Resources to be placed in employee's personnel file.
8. On the 12th class day, review enrollment changes for Employee Competitive Tuition Scholarship participants and adjust scholarship not to exceed 6 hrs of tuition or reduce if registered less than 6 hours.

# Hidalgo County
# Employee Competitive Tuition Scholarship Application

1. **By submitting this application, the employee acknowledges that they have read and understand the appropriate guidelines which are an integral part of this application.**

2. **This application must be completed and submitted in full to the Hidalgo County Office of Human Resources by March 31, 2008.**

**A. EMPLOYEE INFORMATION**

1. Employee Social Security No._____

2. Employee Name: _____

3. Department Name: _____

4. Semester/Year applying for: _____

5. Total Credit Hrs: (6 hrs maximum) _____

6. Resident of Hidalgo County Yes:☐ No:☐ Other: _____

7. Educational Plan Attached: Degree Plan

Statement of Educational Purpose
(Required if a degree plan is not available. Course must be directly job related.)

**Please indicate what courses you are enrolling in:**

| 8. Course Name | Section No. | Class Day/Time |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

_____ _____ _____
Employee's Signature Date Office Number

*By signing you, the employee, agrees to all federal, state, and local regulations. You also agree to abide by the requirements set forth by the Hidalgo County Employee Competitive Tuition Scholarship which will be enforced by the South Texas College Financial Aid Office*

**B. SUPERVISOR APPROVAL**

1. Is coursework outside the employee's required work hours? (check one): Yes ☐ No ☐
(If class outside normal work hours, supervisor must provide alternate work schedule or employee's requests to use comp/vacation time.)

_____ _____ (___)_____
Supervisor's Signature Date Office Number

**C. OFFICE of HUMAN RESOURCES APPROVAL**

1. Employee date of hire in regular position:_____ Years of service _____

2. Is employee eligible for Employee Competitive Tuition Scholarsh☐ Ye☐ No

(MUST BE EMPLOYED WITH HIDALGO COUNTY ONE YEAR CONTINUOUSLY)

_____ _____ (___)_____
Hidalgo County HR Approval Date Office Number

Forward to South Texas College Admissions Office for Approval

**D. STC ADMISSIONS OFFICE APPROVAL**

1. Verify residency status: Hidalgo County Reside☐ Yes ☐ No

2. Cumulative GPA_____

3. Is employee requesting Employee Competitive Tuition Scholarship for a repeated course (dropped, passed, failed, withdrawn cou☐, etc.)☐ Yes No

4. If yes, include course name/number: _____

course name/number: _____

Please inform the employee that tuition and fees will not be paid for course(s) listed above and have the employee sign below.

I acknowledge and understand that I am responsible for payment of tuition and fees for the above listed course(s) that are not eligible under the Employee Competitive Tuition Scholarship since the course(s) was/were previously dropped, passed, failed or withdrawn.

Verified by: _____ Date: _____

**Forward application to the Financial Aid Office for Approval**

**E. FINANCIAL AID OFFICE APPROVAL**

Any and all Hidalgo County employees shall meet all requirements set forth by the Employee Competitive Tuition Scholarship

1. The Employee Competitive Tuition Scholarship will only pay for up to6 hours of tuition.
2. Must maintain a 2.5 GPA or higher on a 4.0 GPA scale
3. Student must pass all classes he/she is enrolled for or will no longer be eligible for the Employee Competitive Tuition Scholarship
4. Scholarship is for tuition and fees only. Money will not be issued directly to student.
5. Employees supervisor must approve that all classes should be taken outside normal working hours
6. Hidalgo County HR must confirm that student is currently a full-time Hidalgo County employee for at least one consecutive year
7. Must reapply each semester
8. If the student must withdraw for any reason the Employee Competitive Tuition Scholarship will be canceled and the student will owe STC for any charges accrued.
9. Student must first apply for financial aid. If financial aid grants are sufficient to cover tuition the student will not be eligible for the Employee Competitive Tuition Scholarship.
10. All recipients applying for the Hidalgo County Employee Competitive Tuition Scholarship will be chosen by the South Texas College Financial Aid Office in order to ensure all requirements are being met

**Does student meet all requirements**

**Yes** ☐ **No** ☐

Financial Aid Recipient: Yes ☐ No ☐

Has Financial Aid been applied for: Yes ☐ No ☐

Verified By: _____ Date: _____

Entered By: _____ Date: _____

Scholarship Amount:_____

## FOR FINANCIAL AID USE ONLY

**Scoring: (total possible points that can be awarded – 100 points)**

**Years of Service** _____ **(20 points)**

**School or Community Service awards** _____ **(20 points)**

**Cumulative GPA** _____ **(20 points)**

**Essay** _____ **(40 points)**

**Total Points awarded** _____

## Essay Questions: Hidalgo County Employee Competitive Scholarship

Employee Name:

**Essay questions. You must answer both questions.**

1. Volunteerism builds character, and you will be judges partly on what you have done to make life in Hidalgo Cou

Examples could include:

- Fundraisers (Blood drives, car wash, recycling awareness, book sale, etc.)
- Recognitions (school participation, UIL, student government, Honor student, etc.)
- Peer mentoring (tutoring, note taker, Big Brother or Big Sister, etc.)

2. Choose from one of the following:
   a. **If you are given a chance to continue your education, what major would you pursue and why?**
   b. **Where do you see Hidalgo County in the next 10 years?**
   c. **How will your degree serve Hidalgo County?**

_____

_____

_____

_____

_____

# To be completed ONLY if degree plan is not available

Statement of Educational Purpose for Employee

Employee Name: _____ SSN: _____

Supervisor Name: _____

_____

Intent of educational objectives: Field of Study: _____

_____

_____

_____

_____

_____ _____

Employee Signature Date

_____ _____

Supervisor Approval Date

# Have you heard the NEW$

Hidalgo County has partnered with South Texas College to offer eligible employees and their children or spouses money for college! Apply for a competitive scholarship today.

## What does the scholarship cover?

- Up to 6 hours of tuition and fees at South Texas College
- Coursework can be taken as part of a degree plan or toward a certification
- Visit **www.southtexascollege.edu** for a complete listing of degree plans

## Who is eligible?

- Employees who have worked for the county for at least one year continuously
- Children and spouses of those employees
- Minimum 2.5 GPA for employees, 3.0 GPA for children and spouses
- Acceptance to South Texas College
- No financial aid grants

Applications available online at www.co.hidalgo.tx.us or at the Hidalgo County Office of Human Resources

**Turn in your application by March 31**

to the Hidalgo County Office of Human Resources!

STC South Texas College

For more information, contact STC Financial Aid Office at 956-872-8375

**AI-8126** **14.B.**

# RMA Annual Report
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Erika Reyna, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** County Judge's Office

## Information

**CAPTION**

Presentation by Regional Mobility Authority of their 2007 Annual Report.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** No Fiscal Impact
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Item is for reporting purposes only.

## Attachments

Link: Annual Report 2007

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/28/2008 03:47 PM | APRV |
| 2 | Dale Kennan | Dale Kennan | 02/28/2008 04:13 PM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Erika Reyna — Started On: 02/27/2008 08:38 AM

Final Approval Date: 03/03/2008

# HCRMA

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Dennis Burleson,
Chairman

Rick Perez
Vice-Chairman

Ramiro E. Salazar
Secretary/Treasurer

Joe Olivarez
Board Member

Ramon Garcia
Board Member

Ruben Serna
Board Member

Ricardo Perez
Board Member

February 13, 2008

Hon. J. D. Salinas
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539

Dear Judge Salinas:

Please find enclosed the 2007 Annual Report of the Hidalgo County Regional Mobility Authority. This has been an eventful year and a good base to build on. The RMA Board appreciates your and the Commissioners Court's support in beginning to solve the County's looming transportation needs. We also look forward to working with the County regarding future needs.

February marks the end of term for the County appointees on the Board and our records do not indicate any re-appointments in 2007. If that is the case, all of the County appointees will be holdovers as of March 1st. Please check county records and if it is the Court's pleasure, please appoint or reappoint as each of you sees fit. I am pleased to serve with all of the members of the RMA Board and thank you for your attention to this matter.

Sincerely,

Dennis Burleson
HCRMA Chairman

Administrative Agent: Lower Rio Grande Valley Development Council, Kenneth N. Jones, Jr., Executive Director
311 North 15th Street – McAllen, Texas 78501-4705 - Telephone: (956) 682-3481 Fax: (956) 631-4670

# HCRMA

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Dennis Burleson, Chairman

Rick Perez Vice-Chairman

Ramiro E. Salazar Secretary/Treasurer

Joe Olivarez Board Member

Ramon Garcia Board Member

Ruben Serna Board Member

Ricardo Perez Board Member

February 13, 2008

The Honorable J. D. Salinas
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539

RE: 2007 Annual Report of Accomplishments

Dear Judge Salinas:

On behalf of the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors I am proud to submit our 2007 Annual Report to the Hidalgo County Commissioners Court. Again, we thank you and the Commissioners for the continuous support which has enabled the HCRMA to accelerate efforts in meeting our legislative mandate. The HCRMA Board of Directors has been very active in 2007 and I am proud to provide this Annual Reporting of our accomplishments.

### HCRMA ACCOMPLISHMENTS - 2007

- Held Board of Director Meetings on the following dates:

| | |
|---|---|
| January 11, 2007 | June 21, 2007 |
| January 30, 2007 | July 25, 2007 |
| February 8, 2007 | August 9, 2007 |
| March 8, 2007 | September 12, 2007 |
| March 29, 2007 | October 11, 2007 |
| April 12, 2007 | December 13, 2007 |
| May 10, 2007 | |

- Selected Legal Counsel – Loeffler Tuggey Pauerstein Rosenthall LLP, now Tuggey Rosenthal Pauerstein Sandoloski Agather LLP to represent HCRMA and authorized contract negotiations (1/30/07)

- Authorized Issuance of RFQ's for Website Development Services and Financial Advisor (2/8/07)
- Executed contract for General Counsel Services with Loeffler Tuggey Pauerstein Rosenthal LLP, now Tuggey Rosenthal Pauerstein Sandoloski Agather LLP (2/8/07)
- Adopted Travel Reimbursement Policy (adopted Hidalgo County's Travel Reimbursement Policy by reference) (3/8/07)
- Selected Financial Advisor- RBC Capital Markets (3/29/07)
- Approved 2006 Annual RMA Report (3/29/07)
- Board meeting with TxDOT Commissioner Hope Andrade (4/12/07)
- Adopted Resolution supporting Vehicle Registration Fee Bill (4/12/07)
- Adopted HCRMA Governance Policy (4/12/07)
- Adopted HCRMA Environmental Review Policy (4/12/07)
- Authorized Release of RFQ to Plan, Develop, Design, Construct and/or Finance all or a Portion of the US 83 Project (5/10/07)
- Adopted Resolution Accepting TxDOT's Procedures for Unsolicited Proposals (5/12/07)
- Approved Annual Budget for 2008 and the Request for Contributions from Local Governments to Support Budget (7/25/07)

- Adopted Resolution of Support for Hidalgo County to Enact the County Vehicle Registration Fee of $10.00 to Address County Mobility needs (7/30/07)

- Adopted TxDOT's Disadvantaged Business Entity (DBE) Program as the HCRMA's Program in compliance with Federal Guidelines and a Memorandum of Understanding with TxDOT (8/9/07)

- Approved Professional Services Contracts for Financial Advisory Services with RBC (8/9/07)

- Approved the Selection of Hidalgo County Roadbuilders as the Agent for the Southern Loop Project (8/9/07)

- Approved Interim Development Agent Agreement with Hidalgo County Roadbuilders (9/12/07)

- Accepted and Approved Annual Audit of the LRGVDC for 2006 (10/11/07)

- Approved SIB Loan Application for submission to TxDOT (10/11/07)

- Approved Contract with City of McAllen for Funds in support of HCRMA's Administrative Budget (12/13/07)

- Approved Resolution regarding Solicitation of Letters of Interest (LOI) for a Project Development Consultant (12/13/07)

- Approved Resolution Designating the Chairman of the HCRMA Board of Directors as the Authorized Representative to "Give Notice of Intent to Reimburse Expenditures with Proceeds of Tax Exempt Obligations" (12/13/07)

Much was accomplished in 2007 and the HCRMA Board of Directors continues to work hard to build a sound foundation to support the future efforts of this Regional Mobility Authority.

Again, on behalf of the HCRMA Board of Directors we thank the Hidalgo County Commissioners Court for the support of our efforts and look forward to working with you and the Commissioners to address the transportation needs throughout Hidalgo County.

Sincerely,

Dennis R. Burleson
Chairman, HCRMA

cc: Commissioner Sylvia Handy, Precinct. 1
Commissioner Hector "Tito" Palacios, Precinct. 2
Commissioner Joe M. Flores, Precinct 3
Commissioner Oscar Garza, Jr., Precinct 4
State Senator Juan "Chuy" Hinojosa, District 20
State Senator Eduardo A. "Eddie" Lucio, Jr., District 27
State Representative Ismael "Kino" Flores, District 36
State Representative Armando "Mando" Martinez, District 39
State Representative Aaron Peña, District 40
State Representative Veronica Gonzalez, District 41

**AI-8189** **14.C.**

**Coalition Membership**

**CC REGULAR**

**Date:** 03/06/2008
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** County Judge's Office

## Information

**CAPTION**

1. Consideration and Authorization to join the Texas Border Coalition.

2. Authorization to pay annual membership dues in the amount of $42,710.00.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-413-30-115-017-0-810
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available as of 02/28/08 $ 52,900.00

## Attachments

Link: Letter

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/28/2008 02:24 PM | APRV |
| 2 | Erika Reyna | Erika Reyna | 02/28/2008 03:40 PM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Monica Badillo | | | Started On: 02/28/2008 01:38 PM | |
| Final Approval Date: 03/03/2008 | | | | |

*Chairman*
*Mayor Chad Foster*
*City of Eagle Pass*

*Vice-Chairman*
*Pat Townsend Jr.*
*City of Mission*

*Treasurer*
*Mike Allen*
*City of McAllen*

*Executive Committee*

*Judge Carlos H. Cascos*
*Cameron County*

*Judge J.D. Salinas*
*Hidalgo County*

*Judge Jose Aranda, Jr.*
*Maverick County*

*Judge Manuel Fernandez*
*Val Verde County*

*Judge Rosalva Guerra*
*Zapata County*

*Mayor Pat Ahumada*
*City of Brownsville*

*Mayor Efrain Valdez*
*City of Del Rio*

*Mayor Joe Ochoa*
*City of Edinburg*

*Mayor John F. Cook*
*City of El Paso*

*Mayor Chris Boswell*
*City of Harlingen*

*Mayor John David Franz*
*City of Hidalgo*

*Mayor Raul G. Salinas*
*City of Laredo*

*Mayor Richard Cortez*
*City of McAllen*

*Mayor Norberto Salinas*
*City of Mission*

*Mayor Rogelio Ybarra*
*City of Roma*

*Committee Chairs*

*Blas Castañeda*
*Education & Workforce Development*

*Jose Rodriguez*
*Healthcare*

*Monica Stewart*
*Immigration*

*Jose Aranda, Jr.*
*Transportation*

***Mission:***

***To make Legislative recommendations to help the Texas Border Region grow and prosper economically.***

★ TEXAS BORDER COALITION

February 11, 2008

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

**SUBJECT: Texas Border Coalition FY 07-08 Dues**

Dear Judge Salinas,

The new fiscal year for the Texas Border Coalition has started and the Texas Legislature is contemplating a number of interim charges regarding important issues for our state. TBC, as in the past, is developing an aggressive agenda to address issues on health, workforce training and education, transportation and border security. In fact, immigration and border security issues on both the state and federal level have kept our volunteers very busy on behalf of TBC members. Your continued financial support is critical to the accomplishment of our goals.

As a result of our extensive work on border security matters, the TBC Executive Committee authorized a special engagement of the consulting firm ViaNovo to ramp up our leadership on these vital issues. You will note in your invoice the breakdown of both regular dues and a special assessment to provide funds necessary for TBC's ongoing efforts. Mission Economic Development Authority continues to serve as the fiscal agent and all remittances will be collected and accounted for on behalf of TBC at their address. Should you need any clarification of the invoice, please contact Pat Townsend, Jr., TBC Vice Chairman, at (956) 585-0040.

Thanks again for your continued support.

Mayor Chad Foster, Chairman
Texas Border Coalition

Attachments: Invoice

100 S. Monroe St. Eagle Pass, TX 78852 P: 830-773-1111 F: 830-773-9170

**Texas Border Coalition**
901 Business Park Dr., Suite 200
Mission, Texas 78572
Phone (956) 585-0040 / Fax (956) 581-0470

# INVOICE

Date: February 11, 2008

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

| SALESPERSON | JOB | PAYMENT TERMS | DUE DATE |
|---|---|---|---|
| | | | Due upon receipt |

| DESCRIPTION | TOTAL |
|---|---|
| TBC Fiscal Year 2007-2008 Dues | $ 28,473 |
| Special Assessment – Border Security & Immigration | $ 14,237 |
| SUBTOTAL | |
| SALES TAX | |
| TOTAL | $ 42,710 |

Make all checks payable to: Texas Border Coalition
**THANK YOU FOR YOUR SUPPORT!**

**AI-8127** **14.D.**

# HEB Agreements
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Erika Reyna, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** County Judge's Office

## Information

**CAPTION**

1. Discussion, consideration, and approval of economic development agreement for the HEB Warehouse Distribution Project.

2. Discussion, consideration, and action pertaining to modification of 381 agreement for the HEB Warehouse Distribution Project as approved by Commissioners Court on 12/11/2007.

**BACKGROUND**

Agreements will be provided at CC.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Reduced Tax Revenue
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Reduced tax revenue by the amount of the tax waiver. Final agreement not attached at this time, copies will be distributed at CC.

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/29/2008 08:23 AM | APRV |
| 2 | Dale Kennan | Dale Kennan | 02/29/2008 09:54 AM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Erika Reyna — Started On: 02/27/2008 08:56 AM

Final Approval Date: 03/03/2008

**AI-8142** **15.A.**

# Rugged Handsets
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Linda Galaviz, HEAD START
**Submitted For:** Edmundo Garcia
**Department:** HEAD START
**Agenda Area:** Head Start

## Information

### CAPTION

Discussion/Approval on request to enter into a Service Contract for Forty-Eight (48) Motorola i355 Rugged Handsets Plus Two (2) Motorola ic902 Flip Phones with 2000 Shared Minutes with Sprint through the Hidalgo County's Membership/Participation with Houston-Galveston Area Council (HGAC)

| Quanity | Description | Price | Amount |
|---|---|---|---|
| 2 | Motorola ic902 Flip Phones | $57.74 | $ 115.48 |
| 48 | Motorola i355 Rugged Handsets | $23.10 | $1,108.80 |
| | TOTAL | | $1,224.28 |

### BACKGROUND

Policy Council Approval: 02/21/08

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:**
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding is from Headstart funds.

## Attachments

Link: Rugged Phones

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/27/2008 04:04 PM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 02/27/2008 04:18 PM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Linda Galaviz | | | Started On: 02/27/2008 02:43 PM | |

Final Approval Date: 03/03/2008

# Hidalgo County Head Start Program
# Policy Council Agenda

**DATE:** February 20, 2008

**SUBJECT:** Discussion/Approval on Request to enter into a Service Contract for Forty-Eight (48) Motorola i355 Rugged Handsets Plus Two (2) Motorola ic902 Flip Phones with 2000 Shared Minutes with Sprint through the Hidalgo County's Membership/ Participation with Houston-Galveston Area Council (HGAC)

**RATIONALE/NEED:** The current communication system being used by the Maintenance and Transportation Departments are unreliable, inadequate and in a constant state of repair. During 2007 the program spent $4,769.00 in repairing hand units in addition to the annual cost totaling $11,520. The County, among other entities that we have contacted utilizing this system, report good reliability and performance.

**RECOMMENDATION:** Administration recommends approval.

**COST:** $14,691.36 per year

**RELATED INFORMATION INCLUDED:** Proposal/HGAC Contract/Memo

* * * *

# HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 381-0439

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director AT

DATE: January 23, 2008

SUBJ: Sprint Radios

Mr. Palacios, Mr. Solis and I have been looking into the capabilities of the Sprint (Motorola i355 rugged handset) radios. These are the radios we have tested by the transportation department using two loaner radio demos.

We called three agencies currently using these radios from Sprint. They were Mr. Pete Garza, Head Purchasing Agent, from the City of Edinburg, Mr. Joe Torres, Computer Technology Department, Edcouch ISD, and Mr. Renan Ramirez, IT – CIO, Hidalgo County. All three users recommended the radios. The Edcouch ISD uses the radios on the school buses and Hidalgo County use the radios county wide with no problems.

The cost would be $15.40 per month for each Motorola i355 rugged handset (48) radio and $50.04 for 2 Motorola ic902 Flip Phone with 2000 shared minutes. The cost of $7.70 per month applies for the group direct connect of all fifty (50) radios.

In case if we were to replace one of these radios (Motorola i355) due to damage, the replacement cost would be $79.99 as compared to the high repair cost to the existing radios we are using. The initial cost for the radios would be zero. The company would give us the radios for free with a one year agreement.

Should you have any questions please let me know.

Thank you.

Sprint

**Local Government**
**QUOTATION**
Sprint Nextel TX DIR-SDD-611

Quote Date: 1/22/2008
Quote Expires: 31-Jan

**Tax Exempt Number**
**Account Number** New Account
**Name of Account** Hidalgo County Head Start
**POC for billing** Ambrosio Tovar
**Bill to address**

City ST Zip Edinburg, TX 78540
**Tel # for billing purposes** 956-380-4149
**Fax # for billing purposes**

**POC for shipping** Ambrosio Tovar
**Ship to address**

City ST Zip Edinburg, TX 78540
**Tel # for shipping purposes** 956-380-4149
**Fax # for shipping purposes**
**POC e-mail address**

**Purchase Order #**
**Credit Card Info**
**Credit Card #**
**Expires on**

| Rate Plan | Quantity | Voice Service MRC | Total Cost |
|---|---|---|---|
| Business Essentials 1000 w/Mobile to Mobile | 2 | $50.04 | $100.08 |
| Business Essentials Add-on (Direct Connect Only) | 48 | $15.40 | $739.20 |
| Unlimited Group Direct Connect | 50 | $7.70 | $385.00 |
| **Monthly Recurring Cost (Includes applicable discounts)** | | | **$1,224.28** |
| **Optional Services (Not Included in this proposal)** | | | |
| *Comet Tracker GPS Activation Fee (One Time) | 1 | $20.00 N/A | |
| Unlimited Group Direct Connect | 1 | $7.70 N/A | |
| Comet Tracker GPS Service with Data & Public IP | 1 | $30.00 N/A | |
| **Equipment Prices** | | | |
| i355 ($79.99 Flat Rate Each) | 48 | $0.00 January 08 Promo | |
| ic902 ($279.99 Flat Rate Each) | 2 | $0.00 January 08 Promo | |
| **Total One Time & Equipment Charge** | 48 Motorola i355 rugged Handests, 2 Motorola ic902 Flip Phone | | **$0.00** |
| **Summary** | 2000 Shared Minutes, Unlimited Direct Connect, Voice Mail, Caller ID, LD | | |
| **Total Annual Investment** | **12 Months Service (Does not include applicable taxes or fees)** | | **$14,691.36** |

**Sales Rep:**

Robert Hahn - Sprint Nextel Public Sector Sales
Rio Grande Valley
956-227-8642
robert.hahn@sprint.com

GOVERNMENT CUSTOMERS PLEASE NOTE:
**When considering fund allocations, be aware of additional charges that may apply.**
A Universal Service Fund Fee, E911 surcharge and Federal Number Pooling Surcharge apply to ALL subscribers including the Federal Government. These fees are approximately 4% of the total monthly recurring charges as well as interstate calls (long distance) and interstate toll calls. (Universal Service Fund-to fund school programs, libraries and rural health care providers) and E911 (to fund build out of 911 wireless services) ****these fees are subject to change at any time****

411 Charges $1.40 per call, connected at no additional charge – airtime charged apply) **note, this charge is subject to change***

Off network roaming charges may also occur.

| | |
|---|---|
| Overage Charges - Voice (based on rate plan that is chosen) | $ 0.40 cents per minute |
| Casual Data Usage Charge | $ 0.02 cents per kilobyte |

Sprint

# The Sprint Nextel-HGAC Contract

- *Contract Number:* ***CW05-02***
- *Effective June 1, 2005 – May 31, 2009*
- *2 year agreement with options to extend*
- *Fully competed contract agreement, amended on 2/21/07 to include all Sprint Nextel markets, products and services.*
- *End Users must be a member and have a signed Interlocal Agreement with HGAC to utilize contract*
  - ***https://www.hgacbuy.com/Program%20Information.htm***
- *An executed Sprint Nextel End User Agreement is required*

Sprint ahead

# Radio
# ~~CELLULAR PHONE~~ REQUEST FORM
## HIDALGO COUNTY, TEXAS

(1) Type of Request:

Radio

☒ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
Motorola Model i355
☐ User Name Change
☐ Delete Service
☐ Other_____

(2) Requesting employee/position: See Attached List

Employee ID #:_____ Office: _____ **Budget Acct. #:** 08-19-20-505-0-5209

(3) Type of duties:

☐Offsite duties ☒On-call duties ☐Law Enforcement ☐Emergency Response ☒Other: Meetings

(4) Describe how cell phone will be used: Head Start Bus Drivers & Maintenance Staff

(5) Anticipated usage in minutes per month (check only one):

| Sprint | ☐ 500 | ☐ 1100 | ☐ 1400 | ☐ 2000 | ☐ 2500 | ☐ 3500 |
|---|---|---|---|---|---|---|
| Plan Cost | $33.75 | $53.30 | $65.60 | $82.00 | $94.30 | $110.70 |

Monthly Service Fee $23.10 per radio

(6) Will phone be used outside of the County of Hidalgo NO. If yes indicate where and how frequently

(7) Cell phones come with desktop charger. Additional accessories needed: No

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

**Department Head / Elected Official**

| Teresa Flores | Teresa Flores | 02/27/08 |
|---|---|---|
| ↑ Signature ↑ | ↑ Print Name ↑ | ↑ Date Signed ↑ |

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** _____

For multiple phone requests, please continue on the following page.
V3 – modified 01/13/05

Radio

**~~CELLULAR PHONE~~ REQUEST FORM ("Multiple phones")**

HIDALGO COUNTY, TEXAS

| Type of Request: | Requesting Employee Or Position | Employee ID # | Model of Phone | Anticipated usage per month | Additional accessories |
|---|---|---|---|---|---|
| Radio | Victor Valdez | | Motorolai355 | ulimited | N/A |
| Radio | Luis Robles | | Motorolai355 | ulimited | N/A |
| Radio | Frank Sauceda | | Motorolai355 | ulimited | N/A |
| Radio | Gilberto Gomez | | Motorolai355 | ulimited | N/A |
| Radio | Felix Rendon | | Motorolai355 | ulimited | N/A |
| Radio | David Galvez | | Motorolai355 | ulimited | N/A |
| Radio | Ernesto Zambrano | | Motorolai355 | ulimited | N/A |
| Radio | Jaime Cantu | | Motorolai355 | ulimited | N/A |
| Radio | Jesse Garcia | | Motorolai355 | ulimited | N/A |
| Radio | Mark Galvez | | Motorolai355 | ulimited | N/A |
| Radio | Robert Rosales | | Motorolai355 | ulimited | N/A |
| Radio | Robert De La Garza | | Motorolai355 | ulimited | N/A |
| Radio | Gustavo Marez | | Motorolai355 | ulimited | N/A |
| Radio | Ramon Esquivel | | Motorolai355 | ulimited | N/A |
| Radio | Alfredo Ayala | | Motorolai355 | ulimited | N/A |

**Department Head/Elected Official**

| Teresa Flores | Teresa Flores | 02/27/08 |
|---|---|---|
| Signature | Print Name | Date Signed |

**APPROVED BY HIDALGO COUNTY COMMISSIONRS' COURT -- APPROVAL DATE:** _____

Radio

**~~CELLULAR PHONE~~ REQUEST FORM ("Multiple phones")**

HIDALGO COUNTY, TEXAS

| Type of Request: | Requesting Employee Or Position | Employee ID # | Model of Phone | Anticipated usage per month | Additional accessories |
|---|---|---|---|---|---|
| Radio | David Davila | | Motorolai355 | ulimited | N/A |
| Radio | Olga Herrera | | Motorolai355 | ulimited | N/A |
| Radio | Alberto Torres | | Motorolai355 | ulimited | N/A |
| Radio | Joel Ocañas | | Motorolai355 | ulimited | N/A |
| Radio | Raul Ornelas | | Motorolai355 | ulimited | N/A |
| Radio | Lupita Contreras | | Motorolai355 | ulimited | N/A |
| Radio | Tony Delgado | | Motorolai355 | ulimited | N/A |
| Radio | Armando Mejia | | Motorolai355 | ulimited | N/A |
| Radio | Gilbert Valdez | | Motorolai355 | ulimited | N/A |
| Radio | Joe Zamora | | Motorolai355 | ulimited | N/A |
| Radio | Dora Rea | | Motorolai355 | ulimited | N/A |
| Radio | Salvador Mata | | Motorolai355 | ulimited | N/A |
| Radio | Raul de la Rosa | | Motorolai355 | ulimited | N/A |
| Radio | Bud Driver in Monte Alto | | Motorolai355 | ulimited | N/A |
| Radio | Victor Martinez | | Motorolai355 | ulimited | N/A |

**Department Head/Elected Official**

| Signature | Print Name | Date Signed |
|---|---|---|
| Teresa Flores | Teresa Flores | 02/27/08 |

**APPROVED BY HIDALGO COUNTY COMMISSIONRS' COURT -- APPROVAL DATE:** _____

Radio

**~~CELLULAR PHONE~~ REQUEST FORM ("Multiple phones")**

HIDALGO COUNTY, TEXAS

| Type of Request: | Requesting Employee Or Position | Employee ID # | Model of Phone | Anticipated usage per month | Additional accessories |
|---|---|---|---|---|---|
| Radio | Jose Corona | | Motorolai355 | ulimited | N/A |
| Radio | Jesse Palos | | Motorolai355 | ulimited | N/A |
| Radio | Sergio Martinez | | Motorolai355 | ulimited | N/A |
| Radio | Juan De la Rosa | | Motorolai355 | ulimited | N/A |
| Radio | Efrain Maldonado | | Motorolai355 | ulimited | N/A |
| Radio | Pedro Orejel | | Motorolai355 | ulimited | N/A |
| Radio | Ralph Badillo | | Motorolai355 | ulimited | N/A |
| Radio | Daniel Ramirez | | Motorolai355 | ulimited | N/A |
| Radio | Isaac Santa Maria | | Motorolai355 | ulimited | N/A |
| Radio | Hector Becho | | Motorolai355 | ulimited | N/A |
| Radio | Darlene Garza | | Motorolai355 | ulimited | N/A |
| Radio | Mirella Rodriguez | | Motorolai355 | ulimited | N/A |
| Radio | Janie Garza | | Motorolai355 | ulimited | N/A |
| Radio | Daniel Garza | | Motorolai355 | ulimited | N/A |
| Radio | Jerom Garcia | | Motorolai355 | ulimited | N/A |

**Department Head/Elected Official**

| Teresa Flores | | 02/27/08 |
|---|---|---|
| Signature | Print Name | Date Signed |

**APPROVED BY HIDALGO COUNTY COMMISSIONRS' COURT -- APPROVAL DATE:** _____

Radio

~~CELLULAR PHONE~~ REQUEST FORM ("Multiple phones")

HIDALGO COUNTY, TEXAS

| Type of Request: | Requesting Employee Or Position | Employee ID # | Model of Phone | Anticipated usage per month | Additional accessories |
|---|---|---|---|---|---|
| Radio | Jose Cura | | Motorolai355 | ulimited | N/A |
| Radio | Rogelio Cervantes | | Motorolai355 | ulimited | N/A |
| Radio | Abel Lugo | | Motorolai355 | ulimited | N/A |
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**Department Head/Elected Official**

| Signature | Print Name | Date Signed |
|---|---|---|
| Teresa Flores | Teresa Flores | 02/27/08 |

**APPROVED BY HIDALGO COUNTY COMMISSIONRS' COURT -- APPROVAL DATE:** _____

# CELLULAR PHONE REQUEST FORM
## HIDALGO COUNTY, TEXAS

(1) Type of Request:

☒ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
Motorola Model ic902 Flip Phone
☐ User Name Change
☐ Delete Service
☐ Other_____

(2) Requesting employee/position: Oscar Palacios, Director of Field Operations

Employee ID #:_____ Office: _____ **Budget Acct. #**: 08-19-20-505-0-5209

(3) Type of duties:

☐Offsite duties ☒On-call duties ☐Law Enforcement ☐Emergency Response ☒Other: Meetings

(4) Describe how cell phone will be used: Daily Use

(5) Anticipated usage in minutes per month (check only one):

| Sprint | ☐ 500 | ☐ 1100 | ☐ 1400 | ☐ 2000 | ☐ 2500 | ☐ 3500 |
|---|---|---|---|---|---|---|
| Plan Cost | $33.75 | $53.30 | $65.60 | $82.00 | $94.30 | $110.70 |

Monthly Service Fee $ 57.74 per month

(6) Will phone be used outside of the County of Hidalgo No. If yes indicate where and how frequently

(7) Cell phones come with desktop charger. Additional accessories needed: N/A

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

**Department Head / Elected Official**

| Teresa Flores | Teresa Flores | 02/27/08 |
|---|---|---|
| ↑ Signature ↑ | ↑ Print Name ↑ | ↑ Date Signed ↑ |

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** _____

For multiple phone requests, please continue on the following page.
V3 – modified 01/13/05

# CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☒ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
Motorola Model ic902 Flip Phone

☐ User Name Change
☐ Delete Service
☐ Other_____

(2) Requesting employee/position: Oliver Solis, Trasnportation Coordinator

Employee ID #:_____ Office: _____ **Budget Acct. #:** 08-19-20-505-0-5209

(3) Type of duties:

☐Offsite duties ☒On-call duties ☐Law Enforcement ☐Emergency Response ☒Other: Meetings

(4) Describe how cell phone will be used: Daily Use

(5) Anticipated usage in minutes per month (check only one):

| Sprint | ☐ 500 | ☐ 1100 | ☐ 1400 | ☐ 2000 | ☐ 2500 | ☐ 3500 |
|---|---|---|---|---|---|---|
| Plan Cost | $33.75 | $53.30 | $65.60 | $82.00 | $94.30 | $110.70 |

Monthly Service Fee $ 57.74 per month

(6) Will phone be used outside of the County of Hidalgo NO. If yes indicate where and how frequently

(7) Cell phones come with desktop charger. Additional accessories needed: N/A

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

**Department Head / Elected Official**

| Teresa Flores | Teresa Flores | 02/27/08 |
|---|---|---|
| ↑ Signature ↑ | ↑ Print Name ↑ | ↑ Date Signed ↑ |

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** _____

For multiple phone requests, please continue on the following page.
V3 – modified 01/13/05

**AI-8178** **16.A.**

**WIC**

**CC REGULAR**

**Date:** 03/06/2008
**Submitted By:** Margarita Gonzalez, WIC
**Submitted For:** Norma L. Longoria
**Department:** WIC
**Agenda Area:** WIC

## Information

**CAPTION**

1. Requesting approval to renew the Clia Laboratory user fees for certificate of waiver for 7/18/2008 - 7/17/2010 in the amount of $125.00. Requisition #126261- obj. code 810.

2. Hidalgo County WIC Program-(Norma L.Longoria), Headstart Program -(San Juanita Rangel) and Texas Cooperation Extension Program -(Adelita Munoz):
A. Approval of Proclamation Proclaiming March as National Nutrition Month.
B. Approval of Proclamation Proclaiming March 10, 2008 as Registered Dietitian Day.

**BACKGROUND**

Proclamation of March at National Nutrition Month & March 10, 2008 as Registered Dietitian Day.
Approval to renew the Clia Laboratory certificate for 2008.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1292-441-00-350-001-8-810
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available to pay pending membership dues as of 2/28/08.

## Attachments

Link: Proclamation NE&RD

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/28/2008 02:32 PM | APRV |
| 2 | Dale Kennan | Dale Kennan | 02/28/2008 04:26 PM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Margarita Gonzalez — Started On: 02/28/2008 11:19 AM

Final Approval Date: 03/03/2008

**STATE OF TEXAS ( )**

**PROCLAMATION**

**COUNTY OF HIDALGO ( )**

**Proclaiming March 2008 as National Nutrition Month**

**WHEREAS food is the substance by which life is sustained; and**

**WHEREAS the type, quality, and amount of food that individuals consume each day plays a vital role in their overall health and physical fitness; and**

**WHEREAS there is a need for continuing nutrition education and a wide-scale effort to enhance good eating practices;**

**NOW, THEREFORE Hidalgo County Commissioners' Court HEREBY PROCLAIMS the month of March as NATIONAL NUTRITION MONTH ® in Hidalgo County and we encourage all citizens to join the campaign and become concerned about their nutrition and the nutrition of others in the hope of achieving optimum health for both today and tomorrow.**

**IN WITNESS WHEREOF I have hereto set my hand and caused the Great Seal of the Hidalgo County to be affixed.**

**PASSED AND APPROVED on this the 6th day of March, Two thousand and eight.**

**By:**
**Title: J. D. Salinas, County Judge**
**Attest:**
**Title: Arturo Guajardo Jr., County Clerk**

STATE OF TEXAS ( )

COUNTY OF HIDALGO ( )

**PROCLAMATION**

**Proclaiming March 10, 2008 as Registered Dietitian Day**

**WHEREAS Registered Dietitians are the food and nutrition experts who can translate the science of nutrition into practical solutions for healthy living; and**

**WHEREAS Registered Dietitians have degrees in nutrition, dietetics, public health or a related field from well-respected, accredited colleges and universities, completed an internship and passed an examination; and**

**WHEREAS Registered Dietitians use their nutrition expertise to help individuals make unique, positive lifestyle changes; and**

**WHEREAS Registered Dietitians work throughout the community in hospitals, schools, public health clinics, nursing homes, fitness centers, food management, food industry, universities, research and private practice; and**

**WHEREAS Registered Dietitians are advocates for advancing the nutritional status of Americans and people around the world;**

**NOW, THEREFORE, Hidalgo County Commissioners' Court HEREBY PROCLAIMS Monday, March 10, 2008 as Registered Dietitian Day in Hidalgo County, we encourage all citizens to recognize the contributions of Registered Dietitians and express appreciation for their commitment to promoting science-based nutrition in the hope of achieving optimum health for both today and tomorrow.**

**IN WITNESS WHEREOF I have hereto set my hand and caused the Great Seal of the Hidalgo County to be affixed.**

**PASSED AND APPROVED on this the 6th day of March, Two thousand and eight.**

**By:**
**Title: J. D. Salinas, County Judge**
**Attest:**
**Title: Arturo Guajardo Jr., County Clerk**

**AI-8103** **17.A.**

# BCAP Funding Agreement Amendment #2
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Agapito Vargas, COLONIA ACCESS PROGRAM
**Submitted For:** Agapito Vargas
**Department:** COLONIA ACCESS PROGRAM
**Agenda Area:** Colonia Access Program

## Information

### CAPTION

Discussion and possible action for approval to extend Funding Agreement for Border Colonia Access Program Amendment #2. The amendment extends the contract by 2 years until May 10, 2010.

### BACKGROUND

This extension allows all 2nd call projects to contract for completion. Will need to obtain 2 original copies for the Judges' signature.

## Fiscal Impact

## Attachments

Link: my documents

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/26/2008 10:59 AM | APRV |
| 2 | Rey Salazar | Rey Salazar | 02/28/2008 09:49 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 10:59 AM | APRV |
| 4 | Mike Escaname | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Agapito Vargas | | | Started On: 02/25/2008 03:25 PM | |
| Final Approval Date: 03/03/2008 | | | | |

County: Hidalgo
Contract 5BCF5001

**STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

# FUNDING AGREEMENT FOR BORDER COLONIA ACCESS PROGRAM AMENDMENT #2

**THIS AMENDMENT IS MADE BY AND BETWEEN** the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and Hidalgo County, acting by and through its duly authorized officials, hereinafter called the "County".

**W I T N E S S E T H**

**WHEREAS, the State and the County executed an agreement on May 10, 2005, amended on April 13, 2007, to construct access roads in the County's colonias under terms of the second call of the Border Colonia Access Program; and,**

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**Article 1. Description of Amended Items:**

**Article 9 is voided in its entirety and replaced with the following:**
Termination of this Agreement. This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless the:

a. Agreement is terminated in writing with the mutual consent of the parties;
b. Agreement is terminated because the County has breached the contracts; or
c. Project is not let within five (5) years of the original execution of this agreement, or the Project is not completed within six (6) years of the original execution of this agreement.

All other provisions of the original contract are unchanged and remain in full force and effect.

**Article 2. Signatory Warranty**

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** have executed duplicate counterparts to effectuate this agreement.

**THE LOCAL GOVERNMENT**

_____
Hidalgo County

By:_____
Honorable Juan D. Salinas III

_____
Printed Name

_____
County Judge

_____
Date

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:_____
Mario Jorge, P.E.

District Engineer, Pharr District
Title

_____
Date

**AI-8096** **18.A.**

# Transfer for BCAP Project
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Agapito Vargas, COLONIA ACCESS PROGRAM
**Submitted For:** Agapito Vargas
**Department:** COLONIA ACCESS PROGRAM
**Agenda Area:** Precinct #2

## Information

**CAPTION**

Approval of 2008 interdepartmental transfer within Pct. #2 - Border Colonia Access Program (1311) from Rancho Esondido (596) to NorthSide Village (503) in the amount of $8,031.90.

**BACKGROUND**

To purchase the material needed for BCAP NorthSide Village Subdivision Project.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1311-431-00-122-596-0-733
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1311-431-00-122-596-0-733-->8-1311-431-00-122-503-1-733 $1,441.80
Available balance as of 2-28-08 $16,472.77

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1311-431-00-122-596-0-734
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1311-431-00-122-596-0-734-->8-1311-431-00-122-503-1-734 $6,590.10
Available balance as of 2-28-08 $38,129.17

## Attachments

Link: interdept transfer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/25/2008 10:06 AM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 02/28/2008 09:32 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 10:51 AM | APRV |
| 4 | Mike Escaname | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Agapito Vargas | | | Started On: 02/25/2008 09:49 AM | |

Final Approval Date: 03/03/2008

# INTER-DEPARTMENTAL TRANSFER

**DATE:** February 25, 2008

**DEPARTMENT HEAD:** Hector "Tito" Palacios

**DEPARTMENT NAME:** HIDALGO COUNTY PRECINCT NO. 2 **AI#8096**

**ACCOUNT NUMBER:** 8-1311-431-00-122-XXX-X-XXX BCAP ACCOUNTS

**SUBJECT:** **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| **FROM:** | | |
| 8-1311-431-00-122-596-0-733 | RANCHO ESCONDIDO-DRAINAGE DITCHES | (1,441.80) |
| 8-1311-431-00-122-596-0-734 | RANCHO ESCONDIDO-SUBDIVISION STREETS | (6,590.10) |
| | | |
| | | |
| | | |
| | | |
| **TO:** | | |
| 8-1311-431-00-122-503-1-733 | NORTHSIDE VILLAGE#2 - DRAINAGE DITCHES | $1,441.80 |
| 8-1311-431-00-122-503-1-734 | NORTHSIDE VILLAGE#2 - SUBDIVISION STREETS | $6,590.10 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **Total Budget (Increase/Decrease)** | **0.00** |

**REASON:** TRANSFER NEEDED FOR CONTINUED OPERATION OF NORTHSIDE VILLAGE SUBDIVISION PROJECT (SUNSHINE STREET)

Department Head Signature

***2/25/2008***
Date

Approved Commissioners' Court

Attest County Clerk

**AI-8100** **18.B.**

# Budget Amendment for Road & Bridge Department
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2
**Submitted For:** Yolanda Cisneros
**Department:** COMM. PCT. #2
**Agenda Area:** Precinct #2

## Information

**CAPTION**

Approval of 2008 appropriation of funds for Pct #2 Road & Bridge account in the amount of $1,000,000.00.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1202-431-00-122-006-0-XXX
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation to program 006, object codes 841 & 890 in the amounts of $500,000.00 and $500,000.00 respectively. Funding available for appropriation as of 2/28/08 $1,048,931.34

## Attachments

Link: BA 2-28-08

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/26/2008 10:56 AM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 02/28/2008 03:09 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 10:54 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 02/29/2008 11:47 AM | APRV |
| 5 | Court Administrator | Monica Badillo | 02/29/2008 01:34 PM | APRV |

Form Started By: Yolanda Cisneros Started On: 02/25/2008 02:14 PM

Final Approval Date: 02/29/2008

DATE: February 25, 2008

DEPARTMENT HEAD: **Hector "Tito" Palacios Revised AI#8100**

DEPARTMENT NAME: **Hidalgo County Precinct No. 2**

ACCOUNT NUMBER: 8-1202-431-00-122-006-0-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 |
|---|---|---|
| *8-1202-431-00-122-006-0-841* | *PCT#2 P/U Rd - AID TO OTHER GOVERNMENT* | *$500,000.00* |
| *8-1202-431-00-122-006-0-890* | *PCT#2 P/U Rd – OTHER* | $500,000.000 |
| | | |
| | | |

***TOTAL BUDGET INCREASE REQUEST*** ***$1,000,000.00***

**REASON:** Money is needed for the expected expenditures of the department.

_____

**DEPARTMENT HEAD SIGNATURE**

_____ _____/_____/_____ _____

**APPROVED COMMISSIONERS' COURT** **DATE** **ATTEST COUNTYCLERK**

*COUNTY AUDITOR'S OFFICE: SFA-CA-016*

**AI-8102** **18.C.**

# Budget Amendment for County Wide Shop Department
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2
**Submitted For:** Yolanda Cisneros
**Department:** COMM. PCT. #2
**Agenda Area:** Precinct #2

## Information

**CAPTION**

Approval of 2008 appropriation of funds into the County Wide Shop account (1200) in the amount of $45,540.13.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1200-431-00-122-004-0-890
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation in the amount of $45,540.13 into Co Shop- Other to pay expected expenditures. Available balance of $613,263.60 in fund balance as of 2/27/08.

## Attachments

Link: Agenda Request

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/26/2008 10:58 AM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 02/27/2008 09:08 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 10:58 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 02/29/2008 11:47 AM | APRV |
| 5 | Court Administrator | Monica Badillo | 02/29/2008 01:34 PM | APRV |

Form Started By: Yolanda Cisneros Started On: 02/25/2008 02:25 PM

Final Approval Date: 02/29/2008

DATE: February 25, 2008

DEPARTMENT HEAD: **Hector "Tito" Palacios**

DEPARTMENT NAME: **Hidalgo County Precinct No. 2**

ACCOUNT NUMBER: 8-1200-431-00-122-004-0-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 |
|---|---|---|
| *8-1200-431-00-122-004-0-890* | *OTHER* | *$45,540.13* |
| | | |
| | | |
| | | |

***TOTAL BUDGET INCREASE REQUEST*** ***$45,540.13***

**REASON:** Money is needed for the expected expenditures of the department.

_____

**DEPARTMENT HEAD SIGNATURE**

_____ _____/_____/_____ _____

**APPROVED COMMISSIONERS' COURT** **DATE** **ATTEST COUNTYCLERK**

*COUNTY AUDITOR'S OFFICE: SFA-CA-016*

**AI-8101** **18.D.**

# Budget Amendment for Parks Department
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2
**Submitted For:** Yolanda Cisneros
**Department:** COMM. PCT. #2
**Agenda Area:** Precinct #2

## Information

**CAPTION**

Approval of 2008 appropriation of funds for Pct #2 Parks (1212) in the amount of $400,000.00.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1212-452-00-122-008-0-890
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation to Pct#2 Parks in the amount of $400,000.00. Funding available for appropriation as of 2/28/08 $488,566.31

## Attachments

Link: BA 2-28-08

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/26/2008 10:57 AM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 02/28/2008 03:17 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 10:56 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 02/29/2008 11:47 AM | APRV |
| 5 | Court Administrator | Monica Badillo | 02/29/2008 01:34 PM | APRV |

Form Started By: Yolanda Cisneros Started On: 02/25/2008 02:23 PM

Final Approval Date: 02/29/2008

DATE: February 25, 2008

DEPARTMENT HEAD: **Hector "Tito" Palacios** **Revised AI# 8101**

DEPARTMENT NAME: **Hidalgo County Precinct No. 2**

ACCOUNT NUMBER: 8-1212-452-00-122-008-0-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 |
|---|---|---|
| *8-1212-452-00-122-008-0-890* | *PRECINCT 2 PARKS - OTHER* | *$400,000.00* |
| | | |
| | | |
| | | |

***TOTAL BUDGET INCREASE REQUEST*** ***$400,000.00***

**REASON:** Money is needed for the expected expenditures of the department.

_____

**DEPARTMENT HEAD SIGNATURE**

_____ _____/_____/_____ _____

**APPROVED COMMISSIONERS' COURT** **DATE** **ATTEST COUNTYCLERK**

*COUNTY AUDITOR'S OFFICE: SFA-CA-016*

**AI-8141** **18.E.**

# Inter-Departmental Transfer for South McColl Road Project
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2
**Submitted For:** Yolanda Cisneros
**Department:** COMM. PCT. #2
**Agenda Area:** Precinct #2

## Information

**CAPTION**

Approval of 2008 interdepartmental transfer from Precinct #2 R&B (006) Roads to Precinct #2 - South McColl (028) Roads (FM3072 - Orangewood & 0.5 South Military) in the amount of $30,000.00.

**BACKGROUND**

This is for ongoing project on South McColl Road & Whalen Project.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1202-431-00-122-006-0-731
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1202-431-00-122-006-0-731-->8-1202-431-00-122-028-0-731 $30,000.00
Available balance as of 2/28/08 $169,659.80

## Attachments

Link: interdept transfer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/27/2008 02:47 PM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 02/28/2008 03:19 PM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Yolanda Cisneros — Started On: 02/27/2008 02:13 PM

Final Approval Date: 03/03/2008

# INTER-FUND TRANSFER

**DATE** **February 27, 2008**

**AI#8141**

**DEPARTMENT NAME:** **Hidalgo County Precinct No. 2**

**ACCOUNT NUMBER:** **8-1202-431-00-122-XXX-0-731**

**SUBJECT:** **Inter-fund Transfer/s (transfers in/out) (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-fund transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government, Chapter 111, Subchapter C.

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|---|
| **From:** | | | |
| **8-1202-431-00-122-006-0-731** | | **PCT# 2 P/U RD - ROADS** | **($30,000.00)** |
| | | | |
| | | | |
| **To:** | | | |
| **8-1202-431-00-122-028-0-731** | | **Pct#2 - S. McCOLL (FM3072-Orangewood & 0.5** | **30,000.00** |
| | | **S. Military) Roads** | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | **$0.00** |

**Reason:** **Transfer needed for the continued construction operation of McColl and Whalen Road Project**

**DEPARTMENT HEAD SIGNATURE**

/ /

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-8195** **18.F.**

# Inter-Local Agreement for 1426/Eldora (Sanatana Subdivision - Nadia Street)

## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2
**Submitted For:** Yolanda Cisneros
**Department:** COMM. PCT. #2
**Agenda Area:** Precinct #2

### Information

**CAPTION**

Requesting approval of Interlocal Cooperation Agreement between the City of San Juan, Texas and County of Hidalgo, Texas for 1426/Eldora (Santana Subdivision - Nadia Street) a Round II Border Colonia Access Program.

**BACKGROUND**

### Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1311-431-00-122-253-0-841
**FUNDS AVAILABLE Y/N?:** Pending **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Portion of funding is pending a transfer in the amount of $107,554.49 (AI-8207). Also note Urban County is to fund a portion (estimated at $105,000.00 as per Agapito V. @ Pct 2) of the project.

**FISCAL YEAR:** **ACCT. #:** 8-1311-431-00-122-253-0-733
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is $28,619.59 as of 2/29/08.

### Attachments

Link: Interlocal Cooperation Agreement

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/29/2008 08:46 AM | APRV |
| 2 | Dale Kennan | Dale Kennan | 02/29/2008 11:39 AM | APRV |
| 3 | Auditor's Office | Angelica Tapia | 02/29/2008 11:38 AM | NEW |

Form Started By: Yolanda Cisneros — Started On: 02/28/2008 02:44 PM

Final Approval Date: 03/03/2008

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN, TEXAS AND COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the ____ day of _____, 2008, by and between the **CITY OF SAN JUAN, 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 Santana/Eldora Nadia Street (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 Fifteen Thousand Four Hundred Forty One Dollars and 50/100ths ($115,441.50) for street improvements and Eighty Thousand Six Hundred and Forty Five Dollars and 70/100ths ($80,645.70) for drainage improvements.

3. City agrees to reimburse the County Fifty Five Thousand Two Hundred Six Five Dollars and 50/100ths for any non-eligible Border Colonia Program improvements required to complete the Work. This work includes the extension of Nadia Street approximately 450.07 LF of street improvements, drainage, and 50% of engineering cost. and to make such reimbursements within fifteen (15) days of receipt of such invoices by City from County.

4. County shall be responsible for 50% of 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 San Juan
Attention: City Manager
709 South Nebraska
San Juan, Texas 78589

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 SAN JUAN**

_____
San Juanita Sanchez

**ATTEST:**

Gloria Banda Gonzalez, City Secretary

**COUNTY OF HIDALGO**

_____

J. D. Salinas, III, County Judge

**ATTEST:**

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

_____

**AI-8168** **18.G.**

# El Gato Collection Site Permit
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2
**Submitted For:** Yolanda Cisneros
**Department:** COMM. PCT. #2
**Agenda Area:** Precinct #2

## Information

**CAPTION**

Discussion only on El Gato Collection Site Restrictions, Rules & Regulation for the windsheild sticker permit.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
No Budgetary Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/28/2008 09:27 AM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 02/28/2008 03:49 PM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Yolanda Cisneros — Started On: 02/28/2008 09:17 AM

Final Approval Date: 03/03/2008

**AI-8205** **18.H.**

# McAllen Interlocal
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

## Information

**CAPTION**

Requesting approval of Interlocal Cooperation Agreement between The County of Hidalgo, Texas and The City of McAllen.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:**
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Contribution from the City of McAllen in the amount of $ 750,000.00.

## Attachments

Link: Interlocal

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/29/2008 09:52 AM | APRV |
| 2 | Erika Reyna | Erika Reyna | 02/29/2008 11:19 AM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Monica Badillo | | | Started On: 02/29/2008 09:43 AM | |
| Final Approval Date: 03/03/2008 | | | | |

**STATE OF TEXAS :**
**COUNTY OF HIDALGO :**

# INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF MC ALLEN

**This Agreement is made on this the** 28th **day of** January **2008, by and between the** CITY OF MC ALLEN, **hereinafter referred to as "City", and** HIDALGO COUNTY, **hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:**

## WITNESSETH:

**WHEREAS,** County, through its Precinct No. 2 is currently in the process of improving and extending McColl Road from Dicker Road, northward through the Mission Inlet Floodway to its intersection with Orangewood Avenue; and

**WHEREAS,** City has committed the amount of Seven Hundred Fifty Thousand Dollars ($750,000.00) to be used for the construction of the improvements for County's project; and

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

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

1. County will be responsible for the engineering, acquisition of right of way, construction of the roadway and maintenance of that portion of the roadway outside of the city limits of City.

2. City will contribute Seven Hundred Fifty Thousand Dollars ($750,000.00) to the County to be used for a portion of the roadway construction from Dicker Road north to its intersection with Orangewood Avenue.

3. This Agreement is effective on the date on which the last party to this Agreement executed the Agreement.

4. **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 and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflicts exists.

5. **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.

6. **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 City and County, and not otherwise.

7. **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.

8. **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 and delivered in accordance herewith:

If to City: City of McAllen
Attention: City Manager
P. O. Box 220
McAllen, Texas 78505-0220

If to County: Hidalgo County
Attention: County Judge
P. O. Box 1356
Edinburg, Texas 78540

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.

9. **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.

10. **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.

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

12. **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.

13. **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.

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

15. **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.

16. **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. Sec. 271.903.

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

HIDALGO COUNTY

By: _____
J. D. Salinas, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF MC ALLEN

By: _____
Mike R. Perez, City Manager

ATTEST:

_____
Annette Villarreal, City Secretary

APPROVED AS TO FORM:

Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney for Hidalgo County

_____
Kevin D. Pagan, City Attorney

**AI-8204** **18.I.**

# Budgeted Salary Adjustments
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT
**Submitted For:** Commissioner Precinct No. 2
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Precinct #2

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**Information**

**CAPTION**

1.Sanitation:
A. Approval to create slots 122-001-0021 (Chief Administrator) at $7,305.00 and 122-001-0022 (Executive Assistant) at $11,586.00 to adjust and cost allocate the budgeted salaries of vacant Road and Bridge slot no.'s 122-006-0001 and 122-006-0004.

B. Approval of revised salary schedule.

2. Parks:
A. Approval to create slots 122-008-0013 (Chief Administrator) at $7,000.00 and 122-008-0014 (Executive Assistant) at $10,000.00 to adjust and cost allocate the budgeted salaries of vacant Road Bridge slot no.'s 122-006-0001 and 122-006-0004.

B. Approval of revised salary schedule.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** 8-1212-452-00-122-008-0-113
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**

**FISCAL YEAR:** **ACCT. #:** 8-1100-432-00-122-001-0-113
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**

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**Attachments**

Link: Pct. No. 2 Sanitation- AI 8204 Fiscal Note
Link: Sanitation- Revised Salary Schedule

Link: Pct. No. 2 Parks- AI 8204 Fiscal Note

Link: Parks- Revised Salary Schedule

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Rosalinda Cantu (Originator) | Rosie Cantu | 02/29/2008 03:39 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/29/2008 04:16 PM | APRV |
| 3 | Dale Kennan | Dale Kennan | 02/29/2008 05:05 PM | APRV |
| 4 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Rosie Cantu  Started On: 02/29/2008 09:30 AM

Final Approval Date: 03/03/2008

# 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:** Commissioner' Court
**From:** Valde Guerra, Budget Officer
**CC Date:** Thursday, March 06, 2008

**Agenda Item:** AI-8204

**Summary of request/proposal:** The Precinct No. 2 office is requesting to increase the budgeted salary for one (1) Chief Administrator position (slot no. 122-006-0021) and one (1) Executive Assistant position (slot no. 122-006-0022) by cost allocating the difference to the Sanitation and the Parks programs. Adjustments to be effective next full pay period (03/17/2008).

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Salary Requested |
|---|---|---|---|---|---|---|
| 1100 | CHIEF ADMINSITRATOR | 0021 | 113 | 0.00 | 7,305.00 | 7,305.00 |
| 1100 | EXECUTIVE ASSISTANT | 0022 | 113 | 0.00 | 11,586.00 | 11,586.00 |
| | | | | | | |
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| | | | | | | |
| | | | | | | 18,891.00 |

## Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 8-1100-432-00-122-001-0- | 113 | SANITATION PCT.2- | PERM F/T EMPL | 14,997.44 |
| 8-1100-432-00-122-001-0- | 211 | SANITATION PCT.2- | HEALTH INSURANCE | - |
| 8-1100-432-00-122-001-0- | 212 | SANITATION PCT.2- | LIFE INSURANCE | - |
| 8-1100-432-00-122-001-0- | 220 | SANITATION PCT.2- | FICA | 1,147.30 |
| 8-1100-432-00-122-001-0- | 230 | SANITATION PCT.2- | RETIREMENT | 1,316.77 |
| 8-1100-432-00-122-001-0- | 250 | SANITATION PCT.2- | UNEMPLOYMENT COMP | 74.99 |
| 8-1100-432-00-122-001-0- | 260 | SANITATION PCT.2- | WORKER'S COMP | 62.99 |
| | | | | |
| | | | | |
| | | | 2008 Budgetary Impact | 17,599.49 |

**2009 Budgetary Impact:** 22,168.59

## Possible Funding Sources: FUNDING FROM G/F- PENDING CC APPROVAL

**Budget Office Recommendation:**

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# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2008 SALARY SCHEDULE

**1100-432-00-122-001-0**
**SANITATION PCT.2**

**AI-8204**

| Slot # | Obj Code | POSITION TITLE | 2007 BUDGETED SALARY | 2008 ADJUSTED SALARY | 2008 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2008 BUDGETED SALARY APPROVED | 2008 ACTUAL SALARY | Other Allowances | | | | | 2008 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 113 | OFFICE CLERK | $25,860.00 | $0.00 | $25,860.00 | 0.04 | $1,034.00 | $0.00 | $26,894.00 | $26,894.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,434.00 |
| 0002 | 113 | HEAVY EQ OP I | $25,342.00 | $0.00 | $25,342.00 | 0.04 | $1,014.00 | $0.00 | $26,356.00 | $24,487.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,847.00 |
| 0003 | 113 | ATTENDANT III | $24,424.00 | $0.00 | $24,424.00 | 0.041 | $1,000.00 | $0.00 | $25,424.00 | $25,424.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,904.00 |
| 0004 | 113 | ATTENDANT | $24,020.00 | $0.00 | $24,020.00 | 0.042 | $1,000.00 | $0.00 | $25,020.00 | $20,215.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,215.00 |
| 0005 | 113 | ATTENDANT | $24,019.00 | $0.00 | $24,019.00 | 0.042 | $1,000.00 | $0.00 | $25,019.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0006 | 113 | Attendant | $24,019.00 | $0.00 | $24,019.00 | 0.042 | $1,000.00 | $0.00 | $25,019.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0007 | 113 | TRUCK DRIVER II | $24,016.00 | $0.00 | $24,016.00 | 0.042 | $1,000.00 | $0.00 | $25,016.00 | $20,900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,900.00 |
| 0008 | 113 | TRCK DRIVER II | $23,644.00 | $0.00 | $23,644.00 | 0.042 | $1,000.00 | $0.00 | $24,644.00 | $24,134.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,554.00 |
| 0009 | 113 | Truck Driver II | $23,644.00 | $0.00 | $23,644.00 | 0.042 | $1,000.00 | $0.00 | $24,644.00 | $23,417.50 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,417.50 |
| 0010 | 113 | HEAVY EQ OP I | $23,545.00 | $0.00 | $23,545.00 | 0.042 | $1,000.00 | $0.00 | $24,545.00 | $24,545.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,545.00 |
| 0011 | 113 | TRCK DRIVER II | $23,206.00 | $0.00 | $23,206.00 | 0.043 | $1,000.00 | $0.00 | $24,206.00 | $20,900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,900.00 |
| 0012 | 113 | TRUCK DRIVER II | $21,236.00 | $0.00 | $21,236.00 | 0.047 | $1,000.00 | $0.00 | $22,236.00 | $20,900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,900.00 |
| 0013 | 113 | TRUCK DRIVER II | $21,236.00 | $0.00 | $21,236.00 | 0.047 | $1,000.00 | $0.00 | $22,236.00 | $20,900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,900.00 |
| 0014 | 113 | TRUCK DRIVER II | $21,236.00 | $0.00 | $21,236.00 | 0.047 | $1,000.00 | $0.00 | $22,236.00 | $20,900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,900.00 |
| 0015 | 113 | MAINTENANCE II | $19,703.00 | $0.00 | $19,703.00 | 0.051 | $1,000.00 | $0.00 | $20,703.00 | $20,703.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,703.00 |
| 0016 | 113 | MAINTENANCE I | $19,703.00 | $0.00 | $19,703.00 | 0.051 | $1,000.00 | $0.00 | $20,703.00 | $0.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $480.00 |
| 0017 | 113 | MAINTENANCE I | $19,345.00 | $0.00 | $19,345.00 | 0.052 | $1,000.00 | $0.00 | $20,345.00 | $20,345.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,645.00 |
| 0018 | 113 | Maintenance I | $19,345.00 | $0.00 | $19,345.00 | 0.052 | $1,000.00 | $0.00 | $20,345.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0019 | 113 | Maint. Worker I | $19,345.00 | $0.00 | $19,345.00 | 0.052 | $1,000.00 | $0.00 | $20,345.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0020 | 113 | Maint. Worker I | $19,345.00 | $0.00 | $19,345.00 | 0.052 | $1,000.00 | $0.00 | $20,345.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **0021** | **113** | **CHIEF ADMINISTRATOR** | **$0.00** | **$7,305.00** | **$7,305.00** | **0** | **$0.00** | **$0.00** | **$7,305.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **0022** | **113** | **EXECUTIVE ASSISTANT** | **$0.00** | **$11,586.00** | **$11,586.00** | **0** | **$0.00** | **$0.00** | **$11,586.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | **Total** | $446,233.00 | $18,891.00 | $465,124.00 | | $20,048.00 | $0.00 | $485,172.00 | $314,664.50 | $2,940.00 | $0.00 | $0.00 | $0.00 | $0.00 | $317,244.50 |

# 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:** Commissioner' Court
**From:** Valde Guerra, Budget Officer
**CC Date:** Thursday, March 06, 2008

**Agenda Item:** AI-8204

**Summary of request/proposal:** The Precinct No. 2 office is requesting to increase the budgeted salary for one (1) Chief Administrator position (slot no. 122-006-0013) and one (1) Executive Assistant position (slot no. 122-006-0014) by cost allocating the difference to the Sanitation and the Parks programs. Adjustments to be effective next full pay period (03/17/2008).

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Salary Requested |
|---|---|---|---|---|---|---|
| 1212 | CHIEF ADMINSITRATOR | 0013 | 113 | 0.00 | 7,000.00 | 7,000.00 |
| 1212 | EXECUTIVE ASSISTANT | 0014 | 113 | 0.00 | 10,000.00 | 10,000.00 |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | | 17,000.00 |

## Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 8-1212-452-00-122-008-0- | 113 | PARKS PCT.2- | PERM F/T EMPL | 13,496.18 |
| 8-1212-452-00-122-008-0- | 211 | PARKS PCT.2- | HEALTH INSURANCE | - |
| 8-1212-452-00-122-008-0- | 212 | PARKS PCT.2- | LIFE INSURANCE | - |
| 8-1212-452-00-122-008-0- | 220 | PARKS PCT.2- | FICA | 1,032.46 |
| 8-1212-452-00-122-008-0- | 230 | PARKS PCT.2- | RETIREMENT | 1,184.96 |
| 8-1212-452-00-122-008-0- | 250 | PARKS PCT.2- | UNEMPLOYMENT COMP | 67.48 |
| 8-1212-452-00-122-008-0- | 260 | PARKS PCT.2- | WORKER'S COMP | 56.68 |
| | | | | |
| | | | 2008 Budgetary Impact | 15,837.76 |

**2009 Budgetary Impact:** 19,949.50

## Possible Funding Sources: FUNDING FROM WITHIN DEPARTMENT'S LAPSED FUNDING

**Budget Office Recommendation:**

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| |
| |

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2008 SALARY SCHEDULE

**1212-452-00-122-008-0**
**PARKS PCT.2**

**AI-8204**

| Slot # | Obj Code | POSITION TITLE | 2007 BUDGETED SALARY | 2008 ADJUSTED SALARY | 2008 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2008 BUDGETED SALARY APPROVED | 2008 ACTUAL SALARY | Other Allowances | | | | | 2008 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 113 | PARK DIRECTOR | $39,710.00 | $0.00 | $39,710.00 | 0.04 | $1,588.40 | $0.00 | $41,298.00 | $41,298.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,898.00 |
| 0002 | 113 | PARK COORDIN | $35,530.00 | $0.00 | $35,530.00 | 0.04 | $1,421.00 | $0.00 | $36,951.00 | $36,951.00 | $1,020.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,971.00 |
| 0003 | 113 | FOREMAN | $26,688.00 | $0.00 | $26,688.00 | 0.04 | $1,067.52 | $0.00 | $27,756.00 | $27,756.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,116.00 |
| 0004 | 113 | MECHANIC II | $24,706.00 | $0.00 | $24,706.00 | 0.04 | $1,000.00 | $0.00 | $25,706.00 | $25,706.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,706.00 |
| 0005 | 113 | MAINTENANCE I | $24,103.00 | $0.00 | $24,103.00 | 0.041 | $1,000.00 | $0.00 | $25,103.00 | $23,204.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,204.00 |
| 0006 | 113 | MAINTENANCE I | $23,485.00 | $0.00 | $23,485.00 | 0.043 | $1,000.00 | $0.00 | $24,485.00 | $24,485.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,085.00 |
| 0007 | 113 | HEAVY EQ OP I | $23,272.00 | $0.00 | $23,272.00 | 0.043 | $1,000.00 | $0.00 | $24,272.00 | $24,272.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,752.00 |
| 0008 | 113 | MAINTENANCE I | $22,204.00 | $0.00 | $22,204.00 | 0.045 | $1,000.00 | $0.00 | $23,204.00 | $23,204.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,204.00 |
| 0009 | 113 | MAINTENANCE I | $22,204.00 | $0.00 | $22,204.00 | 0.045 | $1,000.00 | $0.00 | $23,204.00 | $23,204.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,204.00 |
| 0010 | 113 | CUSTODIAN | $22,204.00 | $0.00 | $22,204.00 | 0.045 | $1,000.00 | $0.00 | $23,204.00 | $23,204.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,624.00 |
| 0011 | 113 | MAINTENANCE I | $22,204.00 | $0.00 | $22,204.00 | 0.045 | $1,000.00 | $0.00 | $23,204.00 | $23,204.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,204.00 |
| 0012 | 113 | MAINTENANCE I | $22,204.00 | $0.00 | $22,204.00 | 0.045 | $1,000.00 | $0.00 | $23,204.00 | $23,204.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,204.00 |
| **0013** | **113** | **CHIEF ADMINISTRATOR** | **$0.00** | **$7,000.00** | **$7,000.00** | **0** | **$0.00** | **$0.00** | **$7,000.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **0014** | **113** | **EXECUTIVE ASSISTANT** | **$0.00** | **$10,000.00** | **$10,000.00** | **0** | **$0.00** | **$0.00** | **$10,000.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | **TOTAL** | $308,514.00 | $17,000.00 | $325,514.00 | | $13,076.92 | $0.00 | $338,591.00 | $319,692.00 | $3,480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $323,172.00 |

**AI-8187** **19.A.5.**

# Off Premises Records Storage, Management, Pickup, Retrieval & Delivery Services

## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Olga Montero, PURCHASING DEPT.
**Submitted For:** Olga Montero
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Hidalgo County

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**Information**

**CAPTION**

Presentation for discussion, consideration and approval of a short term Continuity of Services Agreement with Lone Star Shredding & Document Storage for: Off Premises Records Storage, Management, Pickup, Retrieval & Delivery Services for the following applicable departments (County & District Clerk's, Sheriff's Office & Purchasing Dept.) in the total amount of $25,000.00

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2008 **ACCT. #:** 1238-412-00-090-003-0-350
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$57,212.00 available balance as of 02/29/08.

**FISCAL YEAR:** 2008 **ACCT. #:** 1100-423-21-280-002-0-350
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$17,851.00 available balance as of 02/29/08.

**FISCAL YEAR:** 2008 **ACCT. #:** 1100-415-18-160-001-0-350
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$4,100.00 available balance as of 02/29/08.

**FISCAL YEAR:** 2008 **ACCT. #:** 1100-415-40-180-001-0-350
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$3,499.62 available balance as of 02/29/08.

---

## Attachments

Link: Contract

Link: Exhibits

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/29/2008 11:54 AM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/29/2008 01:35 PM | APRV |
| 3 | Rey Salazar | Rey Salazar | 02/29/2008 03:29 PM | APRV |
| 4 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Olga Montero  Started On: 02/28/2008 01:27 PM

Final Approval Date: 03/03/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**CONTINUITY SERVICE CONTRACT**
**C-08-00-02-26**

THIS SHORT TERM CONTRACT is made and entered into this **26th** day of **February, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Lone Star Shredding & Document Storage, LTD** a Texas Partnership . ("Company").

WHEREAS, Company will continue services specified herein for **"Continuity of Services for "Off-Premises Storage, Records Management, Pick Up & Delivery Services for Hidalgo County, District Clerk's, County Clerks, Purchasing Department & Various Other County Departments"** (the "Services"); that remain in company's facility and until all documents are extracted.

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

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the Short Term Contract to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not

extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period commencing upon Commissioners' Court approval and ending upon extraction of all County records or April 30, 2008, whichever date is earlier.

4. The County will pay the Company for Services rendered in accordance with the attached Specifications. However, the maximum amount payable under this Contract **shall not exceed $25,000.00.**

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**<br>**Attn: County Judge**<br>**100 E. Cano**<br>**Edinburg, Texas 78539** |
| If to Company | **Lone Star Shredding & Document Storage, LTD.**<br>**Attn: David C. Parsley, Vice President of Marketing**<br>**1970 W Expressway 83**<br>**Mercedes, Texas 78570** |

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 _____, 2008.

**COUNTY OF HIDALGO**

**ATTEST:**

By:_____
Juan D. Salinas III, County Judge

Arturo Guajardo Jr., County Clerk

**COMPANY: Lone Star Shredding & Document Storage, LTD.**
By:_____
Printed Name:_____
Title:_____

Approved by Commissioners' Court on

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

# EXHIBIT A - SPECIFICATIONS

## STORAGE

Company shall continue to provide storage of County records in Company's facilities until all County records are extracted, or until April 30, 2008, whichever date is earlier.

## RETRIEVAL PROCESS

Daily retrievals shall continue to be processed as customary under the previous Storage Contract via fax request to the Company.
The Company will determine what files remain in the Company's possession and timely deliver those records to the County on according to the schedule maintained under the previous Storage Contract.

The Company will timely advise the appropriate County Department if any of the records requested are no longer in the Company's possession, or have been pulled and palletized for extraction.

Should the new vendor be unable to locate the file, the Company will offer a research service at the agreed hourly fee.

# EXHIBIT B - PRICE SCHEDULE

Retrieval $ 2.50 (per file)
Re-file $ 2.50 (per file)
Delivery $ 25.00 (per run)
Research Fee $ 25.00 (per hour)

**AI-8165** **19.A.6.**

# Restatement and/or Request for Fuel (Gas) and/or Credit Cards
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Moises Salazar, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Hidalgo County

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**Information**

**CAPTION**

A. Re-statement, authorization and approval of current/active Fleet Fueling System cards through Arguindegui Oil Co. II, Ltd. and/or Comdata submitted by the following listed departments detailing the "holders and users" under awarded contracts for "Gasoline, On & Off Highway Diesel Fuel" and subject to compliance with newly adopted Hidalgo County Fuel Credit Card Policies and Procedures:

| Arguindegui Oil Co. II, Ltd. | Comdata |
|---|---|
| 1) Adult Probation Dept. | Buildings & Grounds |
| 2) Constable Precinct #3 | DBM-Safety |
| 3) Emergency Services Dept. (EMC&Fire Marshall) | Constable Precinct #1 |
| 4) Headstart Program | Constable Precinct #3 |
| 5) Health Dept. | District Attorney |
| 6) Juvenile Probation Dept. | Emergency Mgmt. (EMC&Fire Marshall) |
| 7) Planning Dept. | Purchasing Dept. |
| 8) Precinct #3 | Tax Office |
| 9) Precinct #4 | Tx. - County Extension Service |
| 10) Purchasing Dept. | |
| 11) Right of Way Dept. | |
| 12) Security Administration | |
| 13) Sheriff's Office | |
| 14) WIC Program | |

B. Presentation for discussion, consideration and action in connection with the current/active commercial fuel credit cards utilized by the Hidalgo County Sheriff's Office and subject to compliance with the newly adopted Hidalgo County Fuel Credit Card Policies and Procedures:

1) Conoco
2) Exxon
3) Shell
4) Valero

C. Presentation for discussion, consideration and action in connection with the current commercial credit cards and/or charge accounts systems utilized by the Hidalgo County Offices, Departments, Agencies and/or Programs as listed below with the

additional requirement that a properly executed Purchase Order be secured and obtained prior to the acquisition of goods and/or services including, but not limited to the following:

1) Barnes & Noble (vendor has agrees to accept Hidalgo County Purchase Orders Only)
2) Best Buy
3) Broadway Hardware (vendor agrees to accept Hidalgo County Purchase Orders Only)
4) Conn's (vendor agrees to accept Hidalgo County Purchase Orders Only)
5) H.E.B.
6) Hobby Lobby
7) Home Depot
8) Kinko's (vendor agrees to accept Hidalgo County Purchase Orders Only)
9) Lowe's (vendor agrees to accept Hidalgo County Purchase Orders Only)
10) Office Depot
11) Office Max
12) Sam's Club
13) Sears
14) Staples
15) Wal Mart

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

All department, offices, agencies or programs utilizing any of the actions taken under this agenda item would need to have sufficient budgets.

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**Attachments**

Link: B&G request

Link: Purchasing request

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**Form Routing/Status**

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 03/02/2008 06:14 PM | APRV |
| 2 | Budget & Management | | 03/03/2008 08:56 AM | NEW |

Form Started By: Moises Salazar Started On: 02/27/2008 05:14 PM

Final Approval Date: 03/03/2008

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**FLEET FUELING SYSTEMS, LTD**
**PO BOX 1545 LAREDO, TX 78042**
**TEL.: (956)722-5251 FAX: (956) 729-7524**

# CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

[✓] **TO ADD VEHICLE CARD** - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.

[ ] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[ ] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

Fuel Card For Unit 42

1998 Ford F-150

Lic # 749-321

VIN# 1FTZF1724WNC25665

1- Regular Unleaded Fuel

2- 30 Gallon per day limit

**REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE**
***TELEPHONE 1-800-722-5251***
***FAX (956) 729-7524***

COMPANY: Buildings + Grounds

PRINT NAME: Daniel Flores

SIGNATURE:

JOB TITLE: Director

DATE: 2/7/08

ACCOUNT #1100-414-40-220-001-0-68

PHONE: 956-289-7850

**FLEET FUELING SYSTEMS, LTD**
**PO BOX 1545 LAREDO, TX 78042**
**TEL.: (956)722-5251 FAX: (956) 729-7524**

# CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

[X] **TO ADD VEHICLE CARD** - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.

[ ] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[ ] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

Fuel Card Unit #51

1999 Ford F-150

Lic# 754-607

VIN# 1FT2F1723XKA63126

1- Regular Unleaded Fuel

2- 30 gallons per day limit

***REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE***
***TELEPHONE 1-800-722-5251***
***FAX (956) 729-7524***

**COMPANY:** Buildings & Grounds **DATE:** 2/7/08

**PRINT NAME:** Daniel Flores **ACCOUNT:** 1100-415-40-220-001-06

**SIGNATURE:** [signature] **PHONE:** 956-383-7850

**JOB TITLE:** Director

**FLEET FUELING SYSTEMS, LTD**
**PO BOX 1545 LAREDO, TX 78042**
**TEL.: (956)722-5251 FAX: (956) 729-7524**

# CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

[X] **TO ADD VEHICLE CARD** - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.

[ ] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[ ] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

Fuel Card For Unit # 52

1998 Chevy-3500

Lic# 749-322

VIN# 1GCGC33R5WF071959

1- Regular Unleaded Fuel

2- 30 gallon per day limit

***REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE***
***TELEPHONE 1-800-722-5251***
***FAX (956) 729-7524***

COMPANY: Buildings & Grounds

DATE: 2/7/08

PRINT NAME: Daniel Flores

ACCOUNT: 1-1100-419-40-220.00-0-60

SIGNATURE:

PHONE: 956-985-3850

JOB TITLE: Director

FLEET FUELING SYSTEMS, LTD
PO BOX 1545 LAREDO, TX 78042
TEL.: (956)722-5251 FAX: (956) 729-7524

# CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

[X] **TO ADD VEHICLE CARD** - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.

[ ] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[ ] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

Fuel Card For Unit 53

NEW 2008 F-150 Pick UP

VIN # 1FTRX12W8KD01520

1- Regular Unleaded Fuel

2- 30 Gallon per day limit

***REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE***
***TELEPHONE 1-800-722-5251***
***FAX (956) 729-7524***

COMPANY: Buildings & Grounds
PRINT NAME: Daniel Flores
SIGNATURE:
JOB TITLE: Director

DATE: 2/25/08
ACCOUNT: F110-419-40-220-001-0-60
PHONE: 956-289-7850

**FLEET FUELING SYSTEMS, LTD**
**PO BOX 1545 LAREDO, TX 78042**
**TEL.: (956)722-5251 FAX: (956) 729-7524**

# CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

[X] **TO ADD VEHICLE CARD** - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.

[ ] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[ ] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

Fuel Card For Unit 54

2008 F150 PickUP

VIN# 1FTRF12W18KD01521

1- Regular Unleaded Fuel

2- 30 Gallon per day limit

***REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE***
***TELEPHONE 1-800-722-5251***
***FAX (956) 729-7524***

**COMPANY:** Buildings + Grounds
**PRINT NAME:** Daniel Flores
**SIGNATURE:**
**JOB TITLE:** Director

**DATE:** 2/25/08
**ACCOUNT:** 4-100-416-40-220-00-04
**PHONE:** 956-383-7850

**FLEET FUELING SYSTEMS, LTD**
**PO BOX 1545 LAREDO, TX 78042**
**TEL.: (956)722-5251 FAX: (956) 729-7524**

# CARD REQUEST FORM

[X] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

[X] **TO ADD VEHICLE CARD** - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.

[ ] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[ ] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

1994 Ford Crown Victoria 4Dr. White 30 galons
2FALP71WRX147721 LIC Plates 815-773

1995 Chevy Silverado 1500 Ext Cab
2GCEC19H3S1246785 LIC 683-858 White 30gallons
Delete

1998 Chevy 3500 4Dr. P/U. w/camp 749-322 Mercedes
1GCGC33R5WF071959

***REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE***
***TELEPHONE 1-800-722-5251***
***FAX (956) 729-7524***

**COMPANY:** Hidalgo Co Purchasing
**PRINT NAME:** Nicida Cavazos
**SIGNATURE:** Nicida Cavazos
**JOB TITLE:** Sec

**DATE:** 2/27/08
**ACCOUNT:** 001494
**PHONE:** 956-318-2626

8-1100-415-18-160-001-06682

**FLEET FUELING SYSTEMS, LTD**
**PO BOX 1545 LAREDO, TX 78042**
**TEL.: (956)722-5251 FAX: (956) 729-7524**

# CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

[ ] **TO ADD VEHICLE CARD** - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.

[X] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[ ] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

Gabriel Navarro
Eugenia Andrade
Maria Elena Gomez
Sandra Montalvo
Tanya De Luna
Oscar Garza
Ramon Vela
Claudia Garcia
Yvette Islas

***REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE***
***TELEPHONE 1-800-722-5251***
***FAX (956) 729-7524***

**COMPANY :** Purchasing
**PRINT NAME:** Nelda Cavazos
**SIGNATURE:** Nelda Cavazos
**JOB TITLE:** Sec

**DATE:** 2/27/08
**ACCOUNT:** 001494
**PHONE:** 9563182626

**AI-8034** **19.A.7.**

# Hidalgo County-"Pest Control Services"
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Sandra Montalvo, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Hidalgo County

## Information

**CAPTION**

Recommending award of bid and approval of contracts (subject to legal review) to lowest mulitple bidders meeting all specifications and/or requirements as attached hereto for "Hidalgo County-Pest Control Services" (RFB: 2008-009)

**BACKGROUND**

Please see Attachments:

1.) Participation Log
2.) Tabulation Sheet
3.) Letter of Recommendations
4.) Draft Contracts

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1211-452-00-121-013-0-425
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** y
**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-432-00-121-001-0-425
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** y
**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1201-431-00-121-004-0-425
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** y
**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1201-431-00-121-005-0-425
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** y
**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1202-431-00-122-005-0-425
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** y
**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1212-452-00-122-008-0-425
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** y
**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-432-00-122-001-0-425
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** y
**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1200-431-00-122-004-0-425
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** y
**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1202-431-00-122-006-0-425
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** y
**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1203-431-00-123-004-0-425
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** y
**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1213-452-00-123-008-0-425
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** y
**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1204-431-00-124-007-0-425
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** y
**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1204-431-00-124-005-0-425
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** y
**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-432-00-124-001-0-425

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

**BUDGETARY IMPACT:**

## Attachments

Link: Backup

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/28/2008 11:03 AM | APRV |
| 2 | Budget & Management | | 02/28/2008 11:03 AM | NEW |
| 3 | Auditor's Office | | 02/28/2008 11:03 AM | |
| 4 | Court Administrator | | 02/28/2008 11:03 AM | |

Form Started By: Sandra Montalvo Started On: 02/20/2008 02:25 PM

Final Approval Date: 02/28/2008

# HIDALGO COUNTY PURCHASING DEPARTMENT
# PARTICIPATING BIDDER'S LOG
# SPECIFICATIONS/BID PACKETS

## IBF-RFP-RFQ-RFI

**BID OPENING DATE:** February 13, 2008 **BID OPENING TIME:** 9:30 A.M.

**DEPARTMENT/BID DESCRIPTION:** "HIDALGO COUNTY - PEST CONTROL SERVICES"

**BID NO.:** 2008-009-02-13-SMA

| NAME OF VENDOR COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF | DATE | MAILING ADDRESS & PHONE No |
|---|---|---|---|---|
| Valley's Best Pest Control<br>Attn: Wilson | BLM | SMA | 01/29/08 | 13912 N. Inspiration Rd<br>Mission, Tx 78574<br>(956)581-3165 office<br>(956)424-1934 -fax |
| Terminix International<br>Attn: Rey Prado | BLM | SMA | 01/29/08 | 8002 Westway Drive<br>Harlingen, Tx 78550<br>(956)430-0700 office<br>(956)421-3145-fax |
| Pro-Tech Pest Control<br>Attn: Raul Martinez | BLM | SMA | 01/29/08 | P.O. Box 4254<br>McAllen, Tx 78502<br>(956) 702-3876-office<br>(956)702-7040-fax |
| Bug Off Pest Control<br>Attn: Tommy Cantu | BLM | SMA | 01/29/08 | 2020 W. Nolana<br>McAllen, Texas 78504<br>(956)631-5312 office<br>(956)631-1797-fax |
| Lone Star State Pest Control, Inc.<br>Attn: Justin Ramsey | BLM | SMA | 01/29/08 | 507 E. Schunior St.<br>Edinburg, TX 78539<br>(956)383-2511 office<br>(956)383-2516 fax<br>(956)605-7378 cell |
| ABC Pest Control<br>Attn: Alex Gutierrez | BLM | SMA | 01/29/08 | 2229 W. Houston<br>McAllen, Tx 78501<br>(956)682-8552 office<br>(956)631-4785 fax |
| Esparza Pest Control<br>Attn: Ray Perez | BLM | SMA | 01/29/08 | 5602 S. Sugar Rd.<br>Edinburg, TX 78539<br>(956)383-4621office<br>(956)702-0000 fax |
| Payless Pest Control<br>Attn: Jose Luis Delgado | BLM | SMA | 01/29/08 | 554 W. Tampico<br>Raymondville, TX 78580<br>(956)739-2130 cell |
| Mid-Valley Pest Control<br>Attn: Benito Campos | BLM | SMA | 01/29/08 | 8002 E. Curry<br>Edinburg, Tx 78539<br>(956)383-2651 office<br>(956)383-4220 fax |
| Orkin Pest Control<br>Attn: John Zamora | BLM | SMA | 01/29/08 | 222 Hanmore Blvd<br>Harlingen, Tx 78550<br>(956)423-7196 office<br>(956)412-1532 fax |

***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**

# HIDALGO COUNTY
# "PEST CONTROL SERVICES"
# BID NO:2008-009-02-13-SMA

## TABULATION SHEET

| DEPARTMENTS | | VENDORS | | |
|---|---|---|---|---|
| | | ORKIN, INC. | PRO-TECH PEST CONTROL | BUG OFF PEST CONTROL |
| Hidalgo County Buildings and Grounds | TOTAL PER MONTH | $4,577.00 | $1,350.00 per month | $2,704.00 per month |
| | ADDITIONAL SITES | upon request | $0.02 /sq. ft minimum $40.00 | $45.00 up to 3,000 sq. ft $5.00 per 1,000 sq. ft. thereafter |
| Hidalgo County Precinct No. 1 | TOTAL PER MONTH | $371.00 | $120.00 per month | $171.00 per month |
| | ADDITIONAL SITES | upon request | $0.02 /sq. ft minimum $40.00 | $45.00 up to 3,000 sq. ft $5.00 per 1,000 sq. ft. thereafter |
| Hidalgo County Precinct No. 2 | TOTAL PER MONTH | $686.00 | $180.00 per month | $308.00 per month |
| | ADDITIONAL SITES | upon request | $0.02 /sq. ft minimum $40.00 | $45.00 up to 3,000 sq. ft $5.00 per 1,000 sq. ft. thereafter |
| Hidalgo County Precinct No. 3 | TOTAL PER MONTH | $433.00 | $140.00 per month | $200.00 per month |
| | ADDITIONAL SITES | upon request | $0.02 /sq. ft minimum $40.00 | $45.00 up to 3,000 sq. ft $5.00 per 1,000 sq. ft. thereafter |
| Hidalgo County Precinct No. 4 | TOTAL PER MONTH | $236.00 | $70.00 per month | $120.00 per month |
| | ADDITIONAL SITES | upon request | $0.02 /sq. ft minimum $40.00 | $45.00 up to 3,000 sq. ft $5.00 per 1,000 sq. ft. thereafter |
| BEE ERADICATION | | $225.00 per visit | $180.00 nest | $115.00 |
| TERMITE TREATMENT | | upon request | $2.65 linear ft. (LF) | $2.89 linear ft. (LF) ($245.00 minimum per treatment) |

Note: The highlighted rows/columns are the recommendations from the departments.

# PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM

TO: Daniel Flores, Director
Hidalgo County Buildings and Grounds

FROM: Sandra Montalvo, Buyer SMM
Hidalgo County Purchasing Department

DATE: February 14, 2008

RE: **BID AWARD RECOMMENDATION REQUEST**
**Bid No. 2008-009-02-13-SMA**
**HIDALGO COUNTY - "PEST CONTROL SERVICES".**

---

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, February 19, 2008 @ 3:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, February 26, 2008.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4865

| AWARD TO VENDOR(S): | RECOMMENDATION (BASIS) |
|---|---|
| Protech Pest Control | Hidalgo county Buildings & Grounds |
| Bug off Pest Control | Bee ERADICATION |
| Pro-tech Pest Control | Termite Treatment |

[signature] Daniel Flore Buildings & Grounds 2/15/08

Authorized Signature | Printed Name | Department | Date

# PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM

TO: Commissioner Sylvia Handy
Hidalgo County Precinct No. 1
Attn: Noe Montez

FROM: Sandra Montalvo, Buyer SMA
Hidalgo County Purchasing Department

DATE: February 14, 2008

RE: **BID AWARD RECOMMENDATION REQUEST**
**Bid No. 2008-009-02-13-SMA**
**HIDALGO COUNTY - "PEST CONTROL SERVICES".**

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4865

| AWARD TO VENDOR(S): | RECOMMENDATION (BASIS) |
|---|---|
| Pro Tech Pest Control | Lowest Bidder for Pest Control |
| Bug Off Pest Control | Lowest Bidder for Bee Eradication |
| Pro Tech | Lowest Bidder for Termite Treatment |

| Authorized Signature | Printed Name | Department | Date |
|---|---|---|---|
| Sylvia A. Handy | Pct 1 | | 2/20/08 |

# PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM

TO: Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
Attn: Yolanda Cisneros

FROM: Sandra Montalvo, Buyer SMA
Hidalgo County Purchasing Department

DATE: February 14, 2008

RE: **BID AWARD RECOMMENDATION REQUEST**
**Bid No. 2008-009-02-13-SMA**
**HIDALGO COUNTY - "PEST CONTROL SERVICES".**

---

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4865

| AWARD TO VENDOR(S): | RECOMMENDATION (BASIS) |
|---|---|
| Pro-Tech Pest Control | Lowest Bidder - Pest Control |
| Bug-Off Pest Control | Lowest Bidder on Bee Eradication |
| Pro-Tech Pest Control | Lowest Bidder on Termite Treatment As Per Tabulation Sheet |

Yolanda Cisneros — Yolanda Cisneros — Precinct 2 — 2/15/08

Authorized Signature | Printed Name | Department | Date

# PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM

TO: Commissioner Joe Flores
Hidalgo County Precinct No. 3
Attn: Norma Ceballos

FROM: Sandra Montalvo, Buyer SMA
Hidalgo County Purchasing Department

DATE: February 14, 2008

RE: **BID AWARD RECOMMENDATION REQUEST**
**Bid No. 2008-009-02-13-SMA**
**HIDALGO COUNTY - "PEST CONTROL SERVICES".**

---

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4865

| AWARD TO VENDOR(S): | RECOMMENDATION (BASIS) |
|---|---|
| Pro-Tech Pest Control | Lowest Bid for - Pest Control |
| Bug-off Pest Control | Lowest Bid - for Bee Eradication |
| Pro-Tech Pest Control | Lowest Bid for Termite Treatment |
| | |

J Flores (Engr) — Norma Ceballos — Precinct #3 — 2/19/08

Authorized Signature — Printed Name for Comm Flores — Department — Date

FAXED 2/19/08 4:25 pm

S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM

TO: Commissioner Oscar Garza
Hidalgo County Precinct No. 4
Attn: Juan M. Carranza

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: February 14, 2008

RE: **BID AWARD RECOMMENDATION REQUEST**
**Bid No. 2008-009-02-13-SMA**
**HIDALGO COUNTY - "PEST CONTROL SERVICES"**

---

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, February 19, 2008 @ 3:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, February 26, 2008.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4865

| AWARD TO VENDOR(S): | RECOMMENDATION (BASIS) |
|---|---|
| Pro Tech Pest Control | over all thier price are lower (Pest Control) |
| Bugs Off Pest Control | lowest bid on Bee Eradication |
| Pro Tech Pest Control | lowest bid on Termite Treatment |
| | |

Juan M. Carranza — JUAN M. CARRANZA — Pct 4 — 2-19-08

Authorized Signature — Printed Name — Department — Date

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DRAFT

**SERVICE CONTRACT**
**C-08-000-00-00**

THIS CONTRACT is made and entered into this____ day of_____ by and between the **County of Hidalgo, Texas** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to request for bids for **"Pest Control Services"** (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 Service to locations within Hidalgo County Precinct No. 1,2,3 & 4 and other Hidalgo County sites specified in Exhibit "B" for "Pest Control Services" . 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

DRAFT

Specifications within **Hidalgo County** following a request for Services by the **County Commissioner or his designated agent(s)**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ and ending _____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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

6. 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.

7. 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.

8. Company shall provide insurance in force on all its vehicles and all persons connected

DRAFT

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.

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

10. 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.

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

12. 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.

13. 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

14. In case any one or more of the provisions contained in this Agreement shall for any

DRAFT

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.

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_____, 2008.

**COUNTY OF HIDALGO**

**ATTEST:**

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:
By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on,_____

**APPROVED AS TO FORM:**

By:_____
Atlas & Hall, LLP

# EXHIBIT "A"
## SPECIFICATIONS/REQUIREMENTS

## HIDALGO COUNTY
## REQUEST FOR BID
## "PEST CONTROL SERVICES"

## RFB: 2008-009-02-13-SMA

# EXHIBIT "A"
## HIDALGO COUNTY
## "PEST CONTROL SERVICES"
## BID NO. 2008-009-02-13-SMA
## SPECIFICATIONS

### SCOPE OF SERVICES:
Under this contract, pest control is the use of properly registered pesticides and/or the use of approved devices at scheduled times and at pre-planned intervals to provide adequate and acceptable levels of insect and rodent population suppression at the County premises covered by this contract. It is intended that the pest control service will be within Hidalgo County and shall be awarded to a "primary" and "secondary" vendor. Exhibit "B" lists the Hidalgo County sites to be serviced **with an option to add or delete sites**. Walk through's may be scheduled upon Contractors request.

### REQUIREMENTS:
The Contractor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified herein including all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, plus any other building portion or part not specifically described herein.

Additional services include bee eradication and/or termite treatment.

Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Contractor will respond within 24 hours after notification to correct the situation.

When necessary to install rodent bait boxes, the Contractor will supply a written report to the County which indicates the box location, date of installation, and removal.

Services will be performed by the Contractor during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

### CONTRACTOR RESPONSIBILITIES:
Contractor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

The Contractor is to coordinate all work with the Hidalgo County for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.

A copy of this signed statement must be included with each monthly invoice.

The Contractor is responsible for the implementation of the pest control programs required by this contract. The Contractor is responsible for providing pesticide applicators who have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

The Contractor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

The Contractor shall report to Hidalgo County any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

The Contractor shall provide one call-back service per month at no additional charge to Hidalgo County. Call-back service will be in request by Hidalgo County when previous treatment fails to control the pests specified herein.

After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

## VENDOR QUALIFICATIONS:

Contractor must have been in the commercial structural pest control business for a minimum of three years and maintain a current business license from the Texas Structural Pest Control Board.

Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County. Hidalgo County reserves the right to request documentation at any time during the service period.

## SERVICE SCHEDULE:

At mutually agreeable dates, the contract awarded vendor shall meet with Hidalgo County to review and approve scheduling prior to beginning of work. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work. Upon completion of all meetings, vendor shall prepare Hidalgo County Purchasing an approved service schedule for all departments in a spreadsheet type format outlining the dates and times service will be performed. **Revisions may be made in the event a building is added or deleted from the services**. Due to new Facilities becoming available during the term of this bid, listed sites will change.

The schedule shall cover a one-year period from the start date of the contract.

## WORK HOURS:

All scheduled service shall be performed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

## SPECIAL SERVICE DUE TO RE-INFESTATION:

Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

## EMERGENCY SERVICE DUE TO RE-INFESTATION:

Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County. Vendor shall respond to the request for emergency service and be on-site within four hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.

Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

## BUILDING RESTRICTIONS:

**Parking**:
Vendor shall make arrangements with the authorized Hidalgo County Representative prior to offloading equipment at the job site. Vendor shall park only in parking spaces designated by the authorized Hidalgo County Representative.

**Restrooms:**
Restrooms shall not be used for washing of tools and equipment or the mixing and preparation of chemicals. Vendor shall coordinate the mixing and preparation of chemicals with the representative.

**Access:**
Vendor shall make prior arrangements with the authorized representative for access to the building(s) for performance of the service.

## CONTRACT TERM:

Contract term is for a period one (1) year. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

## CONTRACT PRICE:

An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost.

Additional sites will be priced based on square footage.

## 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.

## ADDITIONAL INFORMATION:

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.

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. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, *FEBRUARY 6, 2008@ 5:00 P.M.*** Responses will be sent to all applicants via facsimile or e-mail by no later *than* ***FRIDAY, FEBRUARY 8, 2008 @ 5:00 P.M..***

**EXHIBIT "A"**
**HIDALGO COUNTY**
**"PEST CONTROL SERVICES"**
**BID NO. 2008-009-02-13-SMA**
**SERVICE SITE LIST**

**Hidalgo County Sites:** The following listed sites are to be billed to:

**Hidalgo County Building & Grounds**
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 318-2647

| | | | | | |
|---|---|---|---|---|---|
| 1 | Administration Building<br>100 E. Cano<br>Edinburg, Texas | 2 | Courthouse<br>100 N. Closner<br>Edinburg, Texas | 3 | Courthouse, Annex I<br>100 N. Closner<br>Edinburg, Texas |
| 4 | Election's Office<br>101 S. 10th Ave<br>Edinburg, Texas 78539 | 5 | VACANT<br>1300 S. Hwy 281<br>Edinburg, Texas | 6 | VACANT<br>La Mansion-2401 N. Moorefield<br>Mission, Texas |
| 7 | DPS & JP Offices<br>1212 S. 25th<br>Edinburg, Texas | 8 | Edinburg Health/WIC Clinics<br>3105 E. Richardson<br>Edinburg, Texas | 9 | Extension Service<br>410 N. 13th<br>Edinburg, Texas |
| 10 | DPS<br>410 N. 13th<br>Edinburg, Texas | 11 | Health Department<br>1304 S. 25th Street<br>Weslaco, Texas | 12 | McAllen License<br>300 E. Hackberry<br>McAllen, Texas |
| 13 | San Carlos Warehouse<br>E. 107 & 6 Street<br>San Carlos, Texas | 14 | Mission Health/WIC Clinic<br>W. Old Hwy 83 & S. Breyfogle<br>Mission, Texas | 15 | McAllen Health/WIC Clinic<br>300 E. Hackberry<br>McAllen, Texas |
| 16 | Weslaco Health/WIC Clinic<br>1901 N. Bridge<br>Weslaco, Texas | 17 | Pharr Health/WIC Clinic<br>1905 First<br>Pharr, Texas | 18 | JP's, Constable Offices, Health & WIC Clinic<br>701 N. Edinburg St.<br>Elsa, Texas |
| 19 | Health/WIC Clinics<br>Hwy. 83 1/4 Mi. W. of Town Light<br>Sullivan City, Tx | 20 | Mission License<br>722 Breyfogle<br>Mission, Texas | 21 | Weslaco License<br>1902 Joe Stephens<br>Weslaco, Texas |
| 22 | Community Resource Center/WIC<br>6th Street<br>San Carlos, Texas | 23 | Hidalgo Health/WIC Clinic<br>702 E. Tejano<br>Hidalgo, Texas | 24 | JP Office<br>1902 Joe Stephens<br>Weslaco, Texas |
| 25 | Delta Bldg. (Old Jail) -Storage Bldg<br>3100 S. Hwy 281, -C<br>Edinburg, Texas | 26 | After Care Program<br>1711 N. Bridge<br>Weslaco, Texas (Bill Separately) | 27 | Youth Village Boot Camp<br>1711 N. Bridge<br>Weslaco, Texas |
| 28 | JP Precinct No. 5<br>708 E. Edinburg St.<br>Edcouch, Texas | 29 | Boot Camp<br>1000 M. Road<br>Edinburg, Texas (Bill Separately) | 30 | 430th District Court<br>111 South 9th Street<br>Edinburg, Texas |
| 31 | Community Resource Center<br>509 E. Earling Road<br>San Juan, Texas | 32 | Restitution Center<br>1124 N. M Road<br>Edinburg, Texas (Bill Separately) | 33 | Horizon Building<br>224 N. 12 Ave.<br>Edinburg, Texas |
| 34 | Bennet Building<br>216 N. 12 Ave.<br>Edinburg, Texas | 35 | Adult Probation Facility<br>3100 S. Bus. 281, Bldg.-B<br>Edinburg, Tx | 36 | Hidalgo County Administration Building<br>(fka K-Mart Building)<br>2802 S. Bus. Hwy 281<br>Edinburg, Texas |
| 37 | JP'S AND CONSTABLES OFFICES<br>730 Breyfogle<br>Mission, Texas | 38 | Boy's and Girl's Club<br>6th St.<br>San Carlos, Texas | 39 | Progreso Resource Cntr.<br>5 Miles South Bus. 83 on FM 1015<br>Progreso, Texas |

**EXHIBIT "A"**
**HIDALGO COUNTY**
**"PEST CONTROL SERVICES"**
**BID NO. 2008-009-02-13-SMA**
**SERVICE SITE LIST**

**Hidalgo County Sites:** The following listed sites are to be billed to:

**Hidalgo County Building & Grounds**
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 318-2647

| | | | | | |
|---|---|---|---|---|---|
| 40 | Old Carpenters Shop<br>219 E. Loeb<br>Edinburg, Texas | 41 | Buildings and Grounds Office<br>3100 S. 281, Bldg.-D<br>Edinburg, Texas | 42 | Juvenile Justice Center<br>1001 N. Doolittle<br>Edinburg, Texas<br>(approx. 140,000 sq. ft) |
| 43 | HIDTA Task Force -Offices<br>3100 S. Closner<br>Edinburg, Tx | 44 | HIDTA Task Force -Storage<br>3100 S. Closner<br>Ecinburg, Tx | 45 | Buildings and Grounds -Storage<br>3100 S Bus. 281, Bldgs. D-G<br>Edinburg, TX<br>4 Buildings -9964 sq ft total |
| 46 | County Clerks- Document Storage<br>(f/n/a Robert Chevrolet)<br>317 N. Closner<br>Edinburg, Tx | 47 | Health/WIC/Tax & Planning Offices<br>722 Breyfogle<br>Mission, Tx | | |

## -OTHER COUNTY SITES:

48 **ADDITIONAL COUNTY BUILDINGS (PRICE PER SQ. FT./ MONTH)**

| **HIDALGO COUNTY PRECINCT NO. 1 SITES:** | **BILLING ADDRESS:** |
|---|---|
| 1. 1902 Joe Stephens- Weslaco, Texas<br>2. Precinct No. 1 Parks Office- Delta Lake & shop<br>3. Precinct No. 1 Shop- 1902 Joe Stephens (Rear)<br>4. Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco TX.<br>5. Sunrise Hill- Pavillion | 1902 Joe Stephens<br>Weslaco, Texas 78596<br>Contact: Joseph Palacios<br>956-968-8733 |
| **HIDALGO COUNTY PRECINCT NO. 2 SITES:** | **BILLING ADDRESS:** |
| 1. Corner of State & Birch- 301 E. State - Pharr<br>2. Corner of State & Corner Office- 329 E. State- Pharr<br>3. Mechanic Precinct No. 2 Shop- 329 E. State- Pharr<br>4. Cypress Street- 109 N. Cypress- Pharr<br>5. Las Milpas- Pharr- 3 Buildings- 6 ½ Miles S. 281<br>6. McAllen Palmer Pavillion- 301 E. Hackberry #R- McAllen<br>7. McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen<br>8. McAllen House- 301 E. Hackberry- #HSE- McAllen<br>9. Pharr-Lopezville-Rodriguez & Minnesota (RR)<br>10. Office- El Gato Collection Site- El Gato Road East Of Tower- Alamo | 301 E. State<br>Pharr, Texas 78577<br>Contact: Yolanda Cisneros<br>956-787-1891 |
| **HIDALGO COUNTY PRECINCT NO. 3 SITES:** | **BILLING ADDRESS:** |
| 1. Veteran Pavilion- 1 Mile South Inspiration Road- Mission<br>2. Barbecue House, 1 Mile South Inspiration Road- Mission<br>3. Los Ebanos Pavilion- Los Ebanos<br>4. Anzalduas Park Office, 6 Miles South Conway- Mission<br>5. Hidalgo County Precinct No. 3 Office -724 N. Breyfogle- Mission<br>6. Hidalgo County Precinct No. 3 Office-7 Mile Line between Iowa and Texan Rd<br>7. Motor Pool (mechanic shop)- 7 Mile Line between Iowa and Texan Rd | 724 N. Breyfogle<br>Mission, Texas 78574<br>Contact Person: Norma Ceballos<br>956-585-4509 |

| HIDALGO COUNTY PRECINCT NO. 4 SITES: | BILLING ADDRESS: |
|---|---|
| 1. Precinct No. 4 Office- 1102 N. Doolittle- Edinburg<br>2. Precinct No. 4 Shop Office & Vehicle Service Area- 1102 N. Doolittle- Edinburg<br>3. Precinct No. 4 Recovery Center- 1102 N. Doolittle- Edinburg<br>4. Precinct No. 4 (New Offices) -1101 N. Doolittle- Edinburg (Construction in progress) | 1102 N. Doolittle Road<br>Edinburg, Texas 78541<br>Contact: Gloria Beltran<br>956-383-3112 |

# EXHIBIT " B"

## BID PAGE

## HIDALGO COUNTY
## REQUEST FOR BID
## "PEST CONTROL SERVICES"

## RFB: 2008-009-02-13-SMA

# EXHIBIT "B"

## HIDALGO COUNTY
## "PEST CONTROL SERVICES"
## BID NO. 2008-009-02-13-SMA

## BID PAGE

**Hidalgo County Sites:** The following listed sites are to be billed to:

**Hidalgo County Building & Grounds**
3100 S. Bus. 281, D
Edinburg, Texas 78539
Contact: Daniel Flores 318-2647

| | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) |
|---|---|---|---|---|---|---|---|---|
| 1 | Administration Bldg.<br>100 E. Cano<br>Edinburg, Texas | $_____ | 2 | Courthouse<br>100 N. Closner<br>Edinburg, Texas | $_____ | 3 | Courthouse, Annex I<br>100 N. Closner<br>Edinburg, Texas | $_____ |
| 4 | Election's Office<br>101 S. 10th Ave<br>Edinburg, Texas 78539 | $_____ | 5 | VACANT<br>1300 S. Hwy 281<br>Edinburg, Texas | $_____ | 6 | VACANT<br>La Mansion-2401 N. Moorefield<br>Mission, Texas | $_____ |
| 7 | DPS & JP Offices<br>1212 S. 25th<br>Edinburg, Texas | $_____ | 8 | Edinburg Health/WIC Clinics<br>3105 E. Richardson<br>Edinburg, Texas | $_____ | 9 | Extension Service<br>410 N. 13th<br>Edinburg, Texas | $_____ |
| 10 | DPS<br>410 N. 13th<br>Edinburg, Texas | $_____ | 11 | Health Department<br>1304 S. 25th Street<br>Weslaco, Texas | $_____ | 12 | McAllen License<br>300 E. Hackberry<br>McAllen, Texas | $_____ |
| 13 | San Carlos Warehouse<br>E. 107 & 6 Street<br>San Carlos, Texas | $_____ | 14 | Mission Health/WIC Clinic<br>W. Old Hwy 83 & S. Breyfogle<br>Mission, Texas | $_____ | 15 | McAllen Health/WIC Clinic<br>300 E. Hackberry<br>McAllen, Texas | $_____ |
| 16 | Weslaco Health/WIC Clinic<br>1901 N. Bridge<br>Weslaco, Texas | $_____ | 17 | Pharr Health/WIC Clinic<br>1905 First<br>Pharr, Texas | $_____ | 18 | JP's, Constables offices & Elsa Health/WIC Clinics<br>701 N. Edinburg St.<br>Elsa, Texas | $_____ |

| | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) |
|---|---|---|---|---|---|---|---|---|
| 19 | Health & WIC Clinics<br>Hwy. 83 1/4 Mi. W. of Town Light<br>Sullivan City, Texas | $_____ | 20 | Mission License<br>722 Breyfogle<br>Mission, Texas | $_____ | 21 | Weslaco License<br>1902 Joe Stephens<br>Weslaco, Texas | $_____ |
| 22 | Community Resource Center/WIC<br>6th Street<br>San Carlos, Texas | $_____ | 23 | Hidalgo Health/WIC Clinics<br>702 E. Tejano<br>Hidalgo, Texas | $_____ | 24 | JP Office<br>1902 Joe Stephens<br>Weslaco, Texas | $_____ |
| 25 | Delta Bldg. (Old Jail) - Storage Bldg<br>3100 S. Hwy 281, -C<br>Edinburg, Texas | $_____ | 26 | After Care Program<br>1711 N. Bridge<br>Weslaco, Tx (Bill Separately) | $_____ | 27 | Youth Village Boot Camp<br>1711 N. Bridge<br>Weslaco, Texas | $_____ |
| 28 | JP Precinct No. 5<br>708 E. Edinburg St.<br>Edcouch, Texas | $_____ | 29 | Boot Camp<br>1000 M. Road<br>Edinburg, Tx (Bill Separately) | $_____ | 30 | 430th District Court<br>111 South 9th Street<br>Edinburg, Texas | $_____ |
| 31 | Community Resource Center<br>509 E. Earling Road<br>San Juan, Texas | $_____ | 32 | Restitution Center<br>1124 N. M Road<br>Edinburg, Tx (Bill Separately) | $_____ | 33 | Horizon Building<br>224 N. 12 Ave.<br>Edinburg, Texas | $_____ |
| 34 | Bennet Building<br>216 N. 12 Ave.<br>Edinburg, Texas | $_____ | 35 | Adult Probation Facility<br>3100 S. Bus. 281, Bldg. -B<br>Edinburg, Texas | $_____ | 36 | Hidalgo County Administration Building<br>(fka K-Mart Building)<br>2802 S. Bus. 281<br>Edinburg, Texas | $_____ |
| 37 | JP'S & Constables offices<br>730 Breyfogle<br>Mission, Texas | $_____ | 38 | Boy's and Girl's Club<br>6th St.<br>San Carlos, Texas | $_____ | 39 | Progreso Resource Center<br>5 Mile South Bus. 83 on FM 1015<br>Progreso, Texas | $_____ |
| 40 | Old Carpenters Shop<br>219 E. Loeb<br>Edinburg, Texas | $_____ | 41 | Buildings and Grounds Office<br>3100 S. 281, Bldg.-D<br>Edinburg, Texas | $_____ | 42 | Juvenile Justice Center<br>1001 N. Doolittle<br>Edinburg, Tx (approx. 140,000 sq ft.) | $_____ |
| 43 | HIDTA Task Force - Offices<br>3100 S. Closner- Edinburg, TX | $_____ | 44 | HIDTA Task Force -Storage<br>3100 S. Closner<br>Edinburg, TX | $_____ | 45 | Buildings and Grounds -Storage<br>3100 S. Bus. 281, Bldgs. D-G<br>Edinburg, TX<br>4 Buildings -9964 sq. ft total | $_____ |
| 46 | County Clerks- Document Storage<br>(f/n/a Robert's Chevrolet)<br>317 N. Closner<br>Edinburg, Tx | $_____ | 47 | Health/WIC/Tax & Planning Offices<br>722 Breyfogle<br>Mission, Tx | $_____ | | | |

| | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) |
|---|---|---|---|---|---|---|---|---|
| **HIDALGO COUNTY PRECINCT NO. 1 SITES:** | | | | | **BILL TO ADDRESS:** 1902 Joe Stephens Weslaco, Texas 78596 Contact: Joseph Palacios 956-968-8733 | | | |
| 1. | Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas | $_____ | 2. | Precinct No. 1 Parks Office- Delta Lake & shop | $_____ | 3. | Precinct No. 1 Shop- 1902 Joe Stephens (Rear) | $_____ |
| 4. | Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco TX. | $_____ | 5. | Sunrise Hill-Pavillion Weslaco, Tx | $_____ | | | |
| **HIDALGO COUNTY PRECINCT NO. 2 SITES:** | | | | | **BILL TO ADDRESS:** 301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891 | | | |
| 1. | Corner of State & Birch- 301 E. State Pharr, Tx | $_____ | 2. | Corner of State & Corner Office- 329 E. State Pharr, Tx | $_____ | 3. | Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Tx | $_____ |
| 4. | Cypress Street- 109 N. Cypress Pharr, Tx | $_____ | 5. | Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx | $_____ | 6. | McAllen Palmer Pavilion- 301 E. Hackberry #R McAllen, Tx | $_____ |
| 7. | McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen, Tx | $_____ | 8. | McAllen House 301 E. Hackberry- #HSE- McAllen, Tx | $_____ | 9. | Lopezville-Rodriguez & Minnesota (RR) Pharr, Tx | $_____ |
| 10 | Office- El Gato Collection Site- El Gato Road East Of Tower Alamo, Tx | $_____ | | | | | | |

| | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) |
|---|---|---|---|---|---|---|---|---|
| **HIDALGO COUNTY PRECINCT NO. 3 SITES:** | | | | | **BILL TO ADDRESS:** 724 N. Breyfogle Mission, Texas 78574 Contact Person: Norma Ceballos 956-585-4509 | | | |
| 1. | Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX | $_____ | 2. | Barbecue House, 1 Mile South Inspiration Road- Mission, TX | $_____ | 3. | Los Ebanos Pavilion- Los Ebanos, TX | $_____ |
| 4. | Anzalduas Park Office 6 Miles South Conway Mission, Tx | $_____ | 5. | Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX | $_____ | 6. | Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx | $_____ |
| 7. | Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, TX | $_____ | | | | | | |
| **HIDALGO COUNTY PRECINCT NO. 4 SITES:** | | | | | **BILLING ADDRESS:** 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112 | | | |
| 1. | Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx | $_____ | 2. | Hidalgo Cty. Pct. 4 (Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx | $_____ | 3. | Hidalgo Cty. Pct. 4 (Recovery Center) 1102 N. Doolittle Edinburg, Tx | $_____ |
| 4. | Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg,Tx (Construction in progress) | $_____ | | | | | | |

| **LUMP SUM MONTHLY PRICES AND ADDITIONAL SITES PER SQ/FT** | |
|---|---|
| TOTAL PRICE PER MONTH- HIDALGO COUNTY SITES: | $_____ |
| UNIT PRICE FOR THE **ADDITION** OF AN HIDALGO COUNTY SITE: | $_____ **/sq. ft.** |
| TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 1: | $_____ |
| UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 1 SITE: | $_____ **/sq. ft.** |
| TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 2: | $_____ |
| UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 2 SITE: | $_____ **/sq. ft.** |
| TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 3: | $_____ |
| UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 3 SITE: | $_____ **/sq. ft.** |
| TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 4: | $_____ |
| UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 4 SITE: | $_____ **/sq. ft.** |
| **ADDITIONAL SERVICES:** | |
| **BEE ERADICATION** | $_____ |
| **TERMITE TREATMENT** | $_____ |

BIDDER'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE:

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DRAFT

**SERVICE CONTRACT**
**C-08-000-00-00**

THIS CONTRACT is made and entered into this _____ day of _____ **2008** by and between the **County of Hidalgo, Texas** ("County"), and_____. ("Company").

WHEREAS, Company responded to request for bids for **"Pest Control Services"(Bee Eradication)** (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 Service to locations within Hidalgo County Precinct No. 1,2,3 & 4 and other Hidalgo County sites specified in Exhibit "B" for "Pest Control Services" . 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 **County Commissioner or his designated agent(s)**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, **2008** and ending_____ ___ **2008** and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Company agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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

6. 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.

7. 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.

8. 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.

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

10. 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.

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

12. 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.

13. 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

14. In case any one or more of the provisions contained in this Agreement shall for any

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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.

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_____, 2008.

**COUNTY OF HIDALGO**

**ATTEST:**

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:
By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on,_____

**APPROVED AS TO FORM:**

By:_____
Atlas & Hall, LLP

# EXHIBIT "A"
## SPECIFICATIONS/REQUIREMENTS

## HIDALGO COUNTY
## REQUEST FOR BID
## "PEST CONTROL SERVICES"

## RFB: 2008-009-02-13-SMA

# EXHIBIT "A"
## HIDALGO COUNTY
## "PEST CONTROL SERVICES"
## BID NO. 2008-009-02-13-SMA
## SPECIFICATIONS

### SCOPE OF SERVICES:
Under this contract, pest control is the use of properly registered pesticides and/or the use of approved devices at scheduled times and at pre-planned intervals to provide adequate and acceptable levels of insect and rodent population suppression at the County premises covered by this contract. It is intended that the pest control service will be within Hidalgo County and shall be awarded to a "primary" and "secondary" vendor. Exhibit "B" lists the Hidalgo County sites to be serviced **with an option to add or delete sites**. Walk through's may be scheduled upon Contractors request.

### REQUIREMENTS:
The Contractor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified herein including all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, plus any other building portion or part not specifically described herein.

Additional services include bee eradication and/or termite treatment.

Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Contractor will respond within 24 hours after notification to correct the situation.

When necessary to install rodent bait boxes, the Contractor will supply a written report to the County which indicates the box location, date of installation, and removal.

Services will be performed by the Contractor during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

### CONTRACTOR RESPONSIBILITIES:
Contractor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

The Contractor is to coordinate all work with the Hidalgo County for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.

A copy of this signed statement must be included with each monthly invoice.

The Contractor is responsible for the implementation of the pest control programs required by this contract. The Contractor is responsible for providing pesticide applicators who have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

The Contractor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

The Contractor shall report to Hidalgo County any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

The Contractor shall provide one call-back service per month at no additional charge to Hidalgo County. Call-back service will be in request by Hidalgo County when previous treatment fails to control the pests specified herein.

After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

## VENDOR QUALIFICATIONS:

Contractor must have been in the commercial structural pest control business for a minimum of three years and maintain a current business license from the Texas Structural Pest Control Board.

Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County. Hidalgo County reserves the right to request documentation at any time during the service period.

## SERVICE SCHEDULE:

At mutually agreeable dates, the contract awarded vendor shall meet with Hidalgo County to review and approve scheduling prior to beginning of work. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work. Upon completion of all meetings, vendor shall prepare Hidalgo County Purchasing an approved service schedule for all departments in a spreadsheet type format outlining the dates and times service will be performed. **Revisions may be made in the event a building is added or deleted from the services**. Due to new Facilities becoming available during the term of this bid, listed sites will change.

The schedule shall cover a one-year period from the start date of the contract.

## WORK HOURS:

All scheduled service shall be performed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

## SPECIAL SERVICE DUE TO RE-INFESTATION:

Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

## EMERGENCY SERVICE DUE TO RE-INFESTATION:

Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County. Vendor shall respond to the request for emergency service and be on-site within four hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.

Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

## BUILDING RESTRICTIONS:

**Parking**:
Vendor shall make arrangements with the authorized Hidalgo County Representative prior to offloading equipment at the job site. Vendor shall park only in parking spaces designated by the authorized Hidalgo County Representative.

**Restrooms:**
Restrooms shall not be used for washing of tools and equipment or the mixing and preparation of chemicals. Vendor shall coordinate the mixing and preparation of chemicals with the representative.

**Access:**
Vendor shall make prior arrangements with the authorized representative for access to the building(s) for performance of the service.

## CONTRACT TERM:

Contract term is for a period one (1) year. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

## CONTRACT PRICE:

An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost.

Additional sites will be priced based on square footage.

## 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.

## ADDITIONAL INFORMATION:

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.

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. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, *FEBRUARY 6, 2008@ 5:00 P.M.*** Responses will be sent to all applicants via facsimile or e-mail by no later *than* ***FRIDAY, FEBRUARY 8, 2008 @ 5:00 P.M..***

**EXHIBIT "A"**
**HIDALGO COUNTY**
**"PEST CONTROL SERVICES"**
**BID NO. 2008-009-02-13-SMA**
**SERVICE SITE LIST**

**Hidalgo County Sites:** The following listed sites are to be billed to:

**Hidalgo County Building & Grounds**
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 318-2647

| | | | | | |
|---|---|---|---|---|---|
| 1 | Administration Building<br>100 E. Cano<br>Edinburg, Texas | 2 | Courthouse<br>100 N. Closner<br>Edinburg, Texas | 3 | Courthouse, Annex I<br>100 N. Closner<br>Edinburg, Texas |
| 4 | Election's Office<br>101 S. 10th Ave<br>Edinburg, Texas 78539 | 5 | VACANT<br>1300 S. Hwy 281<br>Edinburg, Texas | 6 | VACANT<br>La Mansion-2401 N. Moorefield<br>Mission, Texas |
| 7 | DPS & JP Offices<br>1212 S. 25th<br>Edinburg, Texas | 8 | Edinburg Health/WIC Clinics<br>3105 E. Richardson<br>Edinburg, Texas | 9 | Extension Service<br>410 N. 13th<br>Edinburg, Texas |
| 10 | DPS<br>410 N. 13th<br>Edinburg, Texas | 11 | Health Department<br>1304 S. 25th Street<br>Weslaco, Texas | 12 | McAllen License<br>300 E. Hackberry<br>McAllen, Texas |
| 13 | San Carlos Warehouse<br>E. 107 & 6 Street<br>San Carlos, Texas | 14 | Mission Health/WIC Clinic<br>W. Old Hwy 83 & S. Breyfogle<br>Mission, Texas | 15 | McAllen Health/WIC Clinic<br>300 E. Hackberry<br>McAllen, Texas |
| 16 | Weslaco Health/WIC Clinic<br>1901 N. Bridge<br>Weslaco, Texas | 17 | Pharr Health/WIC Clinic<br>1905 First<br>Pharr, Texas | 18 | JP's, Constable Offices, Health & WIC Clinic<br>701 N. Edinburg St.<br>Elsa, Texas |
| 19 | Health/WIC Clinics<br>Hwy. 83 1/4 Mi. W. of Town Light<br>Sullivan City, Tx | 20 | Mission License<br>722 Breyfogle<br>Mission, Texas | 21 | Weslaco License<br>1902 Joe Stephens<br>Weslaco, Texas |
| 22 | Community Resource Center/WIC<br>6th Street<br>San Carlos, Texas | 23 | Hidalgo Health/WIC Clinic<br>702 E. Tejano<br>Hidalgo, Texas | 24 | JP Office<br>1902 Joe Stephens<br>Weslaco, Texas |
| 25 | Delta Bldg. (Old Jail) -Storage Bldg<br>3100 S. Hwy 281, -C<br>Edinburg, Texas | 26 | After Care Program<br>1711 N. Bridge<br>Weslaco, Texas (Bill Separately) | 27 | Youth Village Boot Camp<br>1711 N. Bridge<br>Weslaco, Texas |
| 28 | JP Precinct No. 5<br>708 E. Edinburg St.<br>Edcouch, Texas | 29 | Boot Camp<br>1000 M. Road<br>Edinburg, Texas (Bill Separately) | 30 | 430th District Court<br>111 South 9th Street<br>Edinburg, Texas |
| 31 | Community Resource Center<br>509 E. Earling Road<br>San Juan, Texas | 32 | Restitution Center<br>1124 N. M Road<br>Edinburg, Texas (Bill Separately) | 33 | Horizon Building<br>224 N. 12 Ave.<br>Edinburg, Texas |
| 34 | Bennet Building<br>216 N. 12 Ave.<br>Edinburg, Texas | 35 | Adult Probation Facility<br>3100 S. Bus. 281, Bldg.-B<br>Edinburg, Tx | 36 | Hidalgo County Administration Building<br>(fka K-Mart Building)<br>2802 S. Bus. Hwy 281<br>Edinburg, Texas |
| 37 | JP'S AND CONSTABLES OFFICES<br>730 Breyfogle<br>Mission, Texas | 38 | Boy's and Girl's Club<br>6th St.<br>San Carlos, Texas | 39 | Progreso Resource Cntr.<br>5 Miles South Bus. 83 on FM 1015<br>Progreso, Texas |

**EXHIBIT "A"**
**HIDALGO COUNTY**
**"PEST CONTROL SERVICES"**
**BID NO. 2008-009-02-13-SMA**
**SERVICE SITE LIST**

| **Hidalgo County Sites:** The following listed sites are to be billed to: | | | | **Hidalgo County Building & Grounds**<br>3100 S. Bus. 281, Bldg. D<br>Edinburg, Texas 78539<br>Contact: Daniel Flores 318-2647 | |
|---|---|---|---|---|---|
| 40 | Old Carpenters Shop<br>219 E. Loeb<br>Edinburg, Texas | 41 | Buildings and Grounds Office<br>3100 S. 281, Bldg.-D<br>Edinburg, Texas | 42 | Juvenile Justice Center<br>1001 N. Doolittle<br>Edinburg, Texas<br>(approx. 140,000 sq. ft) |
| 43 | HIDTA Task Force -Offices<br>3100 S. Closner<br>Edinburg, Tx | 44 | HIDTA Task Force -Storage<br>3100 S. Closner<br>Ecinburg, Tx | 45 | Buildings and Grounds -Storage<br>3100 S Bus. 281, Bldgs. D-G<br>Edinburg, TX<br>4 Buildings -9964 sq ft total |
| 46 | County Clerks- Document Storage<br>(f/n/a Robert Chevrolet)<br>317 N. Closner<br>Edinburg, Tx | 47 | Health/WIC/Tax & Planning Offices<br>722 Breyfogle<br>Mission, Tx | | |

## -OTHER COUNTY SITES:

| 48 | **ADDITIONAL COUNTY BUILDINGS (PRICE PER SQ. FT./ MONTH)** | |
|---|---|---|
| | **HIDALGO COUNTY PRECINCT NO. 1 SITES:** | **BILLING ADDRESS:** |
| 1. | 1902 Joe Stephens- Weslaco, Texas | 1902 Joe Stephens<br>Weslaco, Texas 78596<br>Contact: Joseph Palacios<br>956-968-8733 |
| 2. | Precinct No. 1 Parks Office- Delta Lake & shop | |
| 3. | Precinct No. 1 Shop- 1902 Joe Stephens (Rear) | |
| 4. | Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco TX. | |
| 5. | Sunrise Hill- Pavillion | |
| | **HIDALGO COUNTY PRECINCT NO. 2 SITES:** | **BILLING ADDRESS:** |
| 1. | Corner of State & Birch- 301 E. State - Pharr | 301 E. State<br>Pharr, Texas 78577<br>Contact: Yolanda Cisneros<br>956-787-1891 |
| 2. | Corner of State & Corner Office- 329 E. State- Pharr | |
| 3. | Mechanic Precinct No. 2 Shop- 329 E. State- Pharr | |
| 4. | Cypress Street- 109 N. Cypress- Pharr | |
| 5. | Las Milpas- Pharr- 3 Buildings- 6 ½ Miles S. 281 | |
| 6. | McAllen Palmer Pavillion- 301 E. Hackberry #R- McAllen | |
| 7. | McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen | |
| 8. | McAllen House- 301 E. Hackberry- #HSE- McAllen | |
| 9. | Pharr-Lopezville-Rodriguez & Minnesota (RR) | |
| 10. | Office- El Gato Collection Site- El Gato Road East Of Tower- Alamo | |
| | **HIDALGO COUNTY PRECINCT NO. 3 SITES:** | **BILLING ADDRESS:** |
| 1. | Veteran Pavilion- 1 Mile South Inspiration Road- Mission | 724 N. Breyfogle<br>Mission, Texas 78574<br>Contact Person: Norma Ceballos<br>956-585-4509 |
| 2. | Barbecue House, 1 Mile South Inspiration Road- Mission | |
| 3. | Los Ebanos Pavilion- Los Ebanos | |
| 4. | Anzalduas Park Office, 6 Miles South Conway- Mission | |
| 5. | Hidalgo County Precinct No. 3 Office -724 N. Breyfogle- Mission | |
| 6. | Hidalgo County Precinct No. 3 Office-7 Mile Line between Iowa and Texan Rd | |
| 7. | Motor Pool (mechanic shop)- 7 Mile Line between Iowa and Texan Rd | |

| HIDALGO COUNTY PRECINCT NO. 4 SITES: | BILLING ADDRESS: |
|---|---|
| 1. Precinct No. 4 Office- 1102 N. Doolittle- Edinburg<br>2. Precinct No. 4 Shop Office & Vehicle Service Area- 1102 N. Doolittle- Edinburg<br>3. Precinct No. 4 Recovery Center- 1102 N. Doolittle- Edinburg<br>4. Precinct No. 4 (New Offices) -1101 N. Doolittle- Edinburg (Construction in progress) | 1102 N. Doolittle Road<br>Edinburg, Texas 78541<br>Contact: Gloria Beltran<br>956-383-3112 |

# EXHIBIT " B"

## BID PAGE

## HIDALGO COUNTY
## REQUEST FOR BID
## "PEST CONTROL SERVICES"

## RFB: 2008-009-02-13-SMA

# EXHIBIT "B"

## HIDALGO COUNTY
## "PEST CONTROL SERVICES"
## BID NO. 2008-009-02-13-SMA

## BID PAGE

**Hidalgo County Sites:** The following listed sites are to be billed to:

**Hidalgo County Building & Grounds**
3100 S. Bus. 281, D
Edinburg, Texas 78539
Contact: Daniel Flores 318-2647

| | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) |
|---|---|---|---|---|---|---|---|---|
| 1 | Administration Bldg.<br>100 E. Cano<br>Edinburg, Texas | $_____ | 2 | Courthouse<br>100 N. Closner<br>Edinburg, Texas | $_____ | 3 | Courthouse, Annex I<br>100 N. Closner<br>Edinburg, Texas | $_____ |
| 4 | Election's Office<br>101 S. 10th Ave<br>Edinburg, Texas 78539 | $_____ | 5 | VACANT<br>1300 S. Hwy 281<br>Edinburg, Texas | $_____ | 6 | VACANT<br>La Mansion-2401 N. Moorefield<br>Mission, Texas | $_____ |
| 7 | DPS & JP Offices<br>1212 S. 25th<br>Edinburg, Texas | $_____ | 8 | Edinburg Health/WIC Clinics<br>3105 E. Richardson<br>Edinburg, Texas | $_____ | 9 | Extension Service<br>410 N. 13th<br>Edinburg, Texas | $_____ |
| 10 | DPS<br>410 N. 13th<br>Edinburg, Texas | $_____ | 11 | Health Department<br>1304 S. 25th Street<br>Weslaco, Texas | $_____ | 12 | McAllen License<br>300 E. Hackberry<br>McAllen, Texas | $_____ |
| 13 | San Carlos Warehouse<br>E. 107 & 6 Street<br>San Carlos, Texas | $_____ | 14 | Mission Health/WIC Clinic<br>W. Old Hwy 83 & S. Breyfogle<br>Mission, Texas | $_____ | 15 | McAllen Health/WIC Clinic<br>300 E. Hackberry<br>McAllen, Texas | $_____ |
| 16 | Weslaco Health/WIC Clinic<br>1901 N. Bridge<br>Weslaco, Texas | $_____ | 17 | Pharr Health/WIC Clinic<br>1905 First<br>Pharr, Texas | $_____ | 18 | JP's, Constables offices & Elsa Health/WIC Clinics<br>701 N. Edinburg St.<br>Elsa, Texas | $_____ |

| | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) |
|---|---|---|---|---|---|---|---|---|
| 19 | Health & WIC Clinics<br>Hwy. 83 1/4 Mi. W. of Town Light<br>Sullivan City, Texas | $_____ | 20 | Mission License<br>722 Breyfogle<br>Mission, Texas | $_____ | 21 | Weslaco License<br>1902 Joe Stephens<br>Weslaco, Texas | $_____ |
| 22 | Community Resource Center/WIC<br>6th Street<br>San Carlos, Texas | $_____ | 23 | Hidalgo Health/WIC Clinics<br>702 E. Tejano<br>Hidalgo, Texas | $_____ | 24 | JP Office<br>1902 Joe Stephens<br>Weslaco, Texas | $_____ |
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| 28 | JP Precinct No. 5<br>708 E. Edinburg St.<br>Edcouch, Texas | $_____ | 29 | Boot Camp<br>1000 M. Road<br>Edinburg, Tx (Bill Separately) | $_____ | 30 | 430th District Court<br>111 South 9th Street<br>Edinburg, Texas | $_____ |
| 31 | Community Resource Center<br>509 E. Earling Road<br>San Juan, Texas | $_____ | 32 | Restitution Center<br>1124 N. M Road<br>Edinburg, Tx (Bill Separately) | $_____ | 33 | Horizon Building<br>224 N. 12 Ave.<br>Edinburg, Texas | $_____ |
| 34 | Bennet Building<br>216 N. 12 Ave.<br>Edinburg, Texas | $_____ | 35 | Adult Probation Facility<br>3100 S. Bus. 281, Bldg. -B<br>Edinburg, Texas | $_____ | 36 | Hidalgo County Administration Building<br>(fka K-Mart Building)<br>2802 S. Bus. 281<br>Edinburg, Texas | $_____ |
| 37 | JP'S & Constables offices<br>730 Breyfogle<br>Mission, Texas | $_____ | 38 | Boy's and Girl's Club<br>6th St.<br>San Carlos, Texas | $_____ | 39 | Progreso Resource Center<br>5 Mile South Bus. 83 on FM 1015<br>Progreso, Texas | $_____ |
| 40 | Old Carpenters Shop<br>219 E. Loeb<br>Edinburg, Texas | $_____ | 41 | Buildings and Grounds Office<br>3100 S. 281, Bldg.-D<br>Edinburg, Texas | $_____ | 42 | Juvenile Justice Center<br>1001 N. Doolittle<br>Edinburg, Tx (approx. 140,000 sq ft.) | $_____ |
| 43 | HIDTA Task Force - Offices<br>3100 S. Closner- Edinburg, TX | $_____ | 44 | HIDTA Task Force -Storage<br>3100 S. Closner<br>Edinburg, TX | $_____ | 45 | Buildings and Grounds -Storage<br>3100 S. Bus. 281, Bldgs. D-G<br>Edinburg, TX<br>4 Buildings -9964 sq. ft total | $_____ |
| 46 | County Clerks- Document Storage<br>(f/n/a Robert's Chevrolet)<br>317 N. Closner<br>Edinburg, Tx | $_____ | 47 | Health/WIC/Tax & Planning Offices<br>722 Breyfogle<br>Mission, Tx | $_____ | | | |

| | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) |
|---|---|---|---|---|---|---|---|---|
| **HIDALGO COUNTY PRECINCT NO. 1 SITES:** | | | | | **BILL TO ADDRESS:** 1902 Joe Stephens Weslaco, Texas 78596 Contact: Joseph Palacios 956-968-8733 | | | |
| 1. | Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas | $_____ | 2. | Precinct No. 1 Parks Office- Delta Lake & shop | $_____ | 3. | Precinct No. 1 Shop- 1902 Joe Stephens (Rear) | $_____ |
| 4. | Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco TX. | $_____ | 5. | Sunrise Hill-Pavillion Weslaco, Tx | $_____ | | | |
| **HIDALGO COUNTY PRECINCT NO. 2 SITES:** | | | | | **BILL TO ADDRESS:** 301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891 | | | |
| 1. | Corner of State & Birch- 301 E. State Pharr, Tx | $_____ | 2. | Corner of State & Corner Office- 329 E. State Pharr, Tx | $_____ | 3. | Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Tx | $_____ |
| 4. | Cypress Street- 109 N. Cypress Pharr, Tx | $_____ | 5. | Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx | $_____ | 6. | McAllen Palmer Pavilion- 301 E. Hackberry #R McAllen, Tx | $_____ |
| 7. | McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen, Tx | $_____ | 8. | McAllen House 301 E. Hackberry- #HSE- McAllen, Tx | $_____ | 9. | Lopezville-Rodriguez & Minnesota (RR) Pharr, Tx | $_____ |
| 10 | Office- El Gato Collection Site- El Gato Road East Of Tower Alamo, Tx | $_____ | | | | | | |

| | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) | | | PRICE: Pest Control (per month) |
|---|---|---|---|---|---|---|---|---|
| **HIDALGO COUNTY PRECINCT NO. 3 SITES:** | | | | | **BILL TO ADDRESS:** 724 N. Breyfogle Mission, Texas 78574 Contact Person: Norma Ceballos 956-585-4509 | | | |
| 1. | Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX | $_____ | 2. | Barbecue House, 1 Mile South Inspiration Road- Mission, TX | $_____ | 3. | Los Ebanos Pavilion- Los Ebanos, TX | $_____ |
| 4. | Anzalduas Park Office 6 Miles South Conway Mission, Tx | $_____ | 5. | Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX | $_____ | 6. | Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx | $_____ |
| 7. | Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, TX | $_____ | | | | | | |
| **HIDALGO COUNTY PRECINCT NO. 4 SITES:** | | | | | **BILLING ADDRESS:** 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112 | | | |
| 1. | Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx | $_____ | 2. | Hidalgo Cty. Pct. 4 (Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx | $_____ | 3. | Hidalgo Cty. Pct. 4 (Recovery Center) 1102 N. Doolittle Edinburg, Tx | $_____ |
| 4. | Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg,Tx (Construction in progress) | $_____ | | | | | | |

| **LUMP SUM MONTHLY PRICES AND ADDITIONAL SITES PER SQ/FT** | |
|---|---|
| TOTAL PRICE PER MONTH- HIDALGO COUNTY SITES: | $_____ |
| UNIT PRICE FOR THE **ADDITION** OF AN HIDALGO COUNTY SITE: | $_____ **/sq. ft.** |
| TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 1: | $_____ |
| UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 1 SITE: | $_____ **/sq. ft.** |
| TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 2: | $_____ |
| UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 2 SITE: | $_____ **/sq. ft.** |
| TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 3: | $_____ |
| UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 3 SITE: | $_____ **/sq. ft.** |
| TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 4: | $_____ |
| UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 4 SITE: | $_____ **/sq. ft.** |
| **ADDITIONAL SERVICES:** | |
| **BEE ERADICATION** | $_____ |
| **TERMITE TREATMENT** | $_____ |

BIDDER'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE:

**AI-8128** **19.B.1.**

# Hidalgo County-Extension-CAPPS Rent A Car-Lease/Rental of Vehicles CC REGULAR

**Date:** 03/06/2008
**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/Rental of Vehicles" for the Hidalgo County, under the same rates, terms and conditions with CAPPS Rent A Car - Effective: 03/22/08 - 03/21/09

### BACKGROUND

Letter of Extension-CAPPS Rent A Car

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** Object Codes 442
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

Contract is for vehicle rentals to be provided on an as needed basis. Funding will be determined by each departments budgeted Equipment and Vehicle Rental account balances. Object Code 442

## Attachments

Link: Extension-CAPPS Rent A Car

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/28/2008 11:04 AM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/28/2008 11:47 AM | APRV |
| 3 | Rey Salazar | Rey Salazar | 02/28/2008 03:19 PM | APRV |
| 4 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Letty Saenz | | | Started On: 02/27/2008 08:58 AM | |
| Final Approval Date: 03/03/2008 | | | | |

# PURCHASING DEPARTMENT
## County Of Hidalgo

February 15, 2008

Karen Graham
**CAPPS RENT-A-CAR**
8555 John Carpenter Freeway
Dallas, Texas 75247

Via Facsimile (214) 630-7268
Via E-mail graham@gocapps.com

***Re: Extension of Contract No. E-07-145-03-13 - "Lease-Rental of Vehicles"- Hidalgo County***

Dear Ms. Graham:

Commissioners' Court will take applicable action (Thursday, March 6, 2008) in connection with the Hidalgo County's option to extend/renew 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 March 22, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than Friday, February 25, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629.

By: Karen Graham Date: 2/25/2008

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



FEB-15-2008 14:20 From: 956 318 2629 ID:CAPPS RENT-A-CAR CRP Page:001 R=95%
P.1/1 To:956 318 2629 FEB-25-2008 10:27 From:CAPPS RENT-A-CAR CRP 214 630 7268

**AI-8164** **19.C.1.**

# Pct. 1-Exemption-Professional Engineering Services Contract-Javier Hinojosa Engineering-C-08-086-03-06

## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Letty Saenz, PURCHASING DEPT.
**Submitted For:** Letty Saenz
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Prct. 1

### Information

**CAPTION**

Requesting approval of a professional engineering services contract with JAVIER HINOJOSA ENGINEERING for "Design Construction of Paving Improvements for (A) Mile 3 1/2 West (Mile 5 N to City Limits - 1.5 Miles) and (B) Mile 6 West (Mile 17 South to S.H. 107 - 0.5 Mile)" for Hidalgo County Pct. 1. (As selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 02/06/08 for negotiation of the contract with JAVIER HINOJOSA ENGINEERING and approved by legal council to proceed with final execution of contract)

**BACKGROUND**

Agreement for Professional Engineering Services Approved by Legal Counsel.

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1336-431-00-121-041-0-731
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$537,847.81 available balance as of 02/29/08.

### Attachments

Link:
Exemption-Professional Engineering Services Contract

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/28/2008 09:44 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/29/2008 08:48 AM | APRV |
| 3 | Rey Salazar | Rey Salazar | 02/29/2008 11:02 AM | APRV |
| 4 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Letty Saenz | | | Started On: 02/27/2008 05:06 PM | |

Final Approval Date: 03/03/2008

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**
**C-08-086-03-06**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Javier Hinojosa Engineering**, Professional Engineers of McAllen, Texas, hereinafter called the "**Engineer**".

**W I T N E S S E T H:**

**WHEREAS**, the **Owner** desires to contract with the **Engineer** to provide Engineering Services for the, **"Design Construction of Paving Improvements** for: **(A) Mile 3½ West (Mile 5 North to City Limits-1.5 Miles)** and **(B) Mile 6 West (Mile 17 South To S.H. 107-0.5 Mile)"** for **Hidalgo County Precinct No. 1**.

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

**ARTICLE 1**
**Employment of Engineer**

The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform on-site civil engineering plans as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

**ARTICLE 2**
**Character and Extent of Services**

This Agreement will provide for the project with the following:

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

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

## ARTICLE 3
## Period of Service

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

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

**3.2 Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the

**Owner**'s sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 7 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

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

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 7 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

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

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a

continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that

time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

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

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11, 13, 14.3 and 15 hereto.

## ARTICLE 4
## Progress and Coordination

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

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

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

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

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the Scope of Services as provided by the engineer, the **Owner** shall review the approved Scope of Services with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

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

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the Scope of Services goals sooner than anticipated.

## ARTICLE 5
## Compensation and Fees

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

**5.1 *Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the amount payable by the **Owner** to the **Engineer** for ***Services*** will be in the amount of **$ 80, 835.80**, subject to adjustment in accordance with Article 6.1 herein, will be provided in **EXHIBIT D1 - *Fee Breakdown*** attached. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

## ARTICLE 6
## Method of Payment

**6. 1 Request for Payment**. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned. The **Engineer** shall prepare

and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

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

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

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

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

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

**6.6 Waiver**. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, or (2) failure of the **Engineer**'s services to comply with the

requirements of this Agreement. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

## ARTICLE 7
## Supplemental Agreements

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

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D1"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

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

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 8 hereof, or changes or revisions in work, as identified in Article 9 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

## ARTICLE 8
## Additional Work

If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D1"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 7 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

## ARTICLE 9
## Changes or Revisions in Work

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

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

## ARTICLE 10
## Ownership and Release of Documents

**10.1 Ownership of Documents.**

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

## ARTICLE 11
## Records, Accounting, Inspection

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

## ARTICLE 12
## Subcontracting and Assignment

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

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

## ARTICLE 13
## Engineer's Seal, Responsibility and Warranties

**13.1 Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

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

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

## ARTICLE 14
## Engineer's Resources

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

**14.1 Project Manager.** The **Engineer** shall provide a manager (**Project Manager**) that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

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

**14.3 Documents/Information Exchange.** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange. Taking into consideration that the **Owner** has a significant investment in the development of the information provided, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall

provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

## ARTICLE 15
## Indemnification

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

this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

## ARTICLE 16
## Joint and Several Liability

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

## ARTICLE 17
## Insurance

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

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability

not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of (**$1,000,000)** each claim and aggregate.

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

## ARTICLE 18
## Gratuities

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

## ARTICLE 19
## Payment of Franchise Tax

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

## ARTICLE 20
## Severability

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

## ARTICLE 21
## Notices

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

**Owner:** Hidalgo County
100 East Cano, 2nd Floor
Edinburg, Texas 78539

**Engineer**: Javier Hinojosa Engineering
416 East Dove Avenue
McAllen, Texas 78504

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

## ARTICLE 22
## Miscellaneous Provisions

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

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

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

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

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

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

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

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 7 herein.

## ARTICLE 23
## Signatory Warranty

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2008.

**ENGINEER:**

**JAVIER HINOJOSA ENGINEERING**

**BY:** _____
Javier Hinojosa, P.E.
President

**OWNER:**
**HIDALGO COUNTY**

**BY:** _____
Juan D. Salinas, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**
Atlas & Hall L.L.P.

_____
By: Stephen L. Crain

**ATTACHMENTS**:

| | |
|---|---|
| **EXHIBIT A** | -Scope of Services to be Provided by the Owner |
| **EXHIBIT B** | -Scope of Services to be Provided by the Engineer |
| **EXHIBIT C** | -Work Schedule |
| **EXHIBIT D** | -Engineer's Contract Rates |
| **EXHIBIT D1** | -Fee Breakdown |
| **EXHIBIT E** | -Certificate of Insurance (*Hidalgo County*) |

# EXHIBIT A

-Scope of Services to be Provided by the Owner

# EXHIBIT "A"

**Services to be Provided by the Owner**

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

The **Owner** will provide to the **Engineer** the following:

1) Authorization to the Engineer to begin work.

2) Payment for work performed by the engineer.

3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.

4) Provide any available relevant data that may on file concerning the Project.

5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.

6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

7) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.

# EXHIBIT B

-Scope of Services to be Provided by the Engineer

# EXHIBIT "B"

**Services to be provided by the Engineer**

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

The ENGINEER will evaluate and design the Paving Improvements as follows:

- Review existing conditions to develop the design criteria;
- Conduct field surveys to obtain information on existing conditions and topography on the proposed roadways;
- Identify alignments and right of ways of proposed roadways;
- Develop typical cross sections for proposed roadways;
- Prepare plans and specifications for the improvements;
- Assist in bidding of the improvements;
- Provide construction staking and periodic inspection services during the construction phase of the improvements.

# EXHIBIT C

-Work Schedule

# EXHIBIT "C"
## Work Schedule

For this Agreement, the **Engineer** shall perform the work identified in EXHIBIT "B" in accordance with the following schedule:

- Conduct field surveys to obtain information on existing roadways.
  - February 29, 2008

- Prepare Plans and Specifications
  - March 21, 2008

- Provide Construction staking and periodic inspections during construction phase of improvements
  - As dictated by construction time

The **Engineer** will diligently pursue the completion of this work authorization as defined by the milestones and deliverable due dates outlined in the approved work schedule.

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

# EXHIBIT D

-Engineer's Contract Rates

# EXHIBIT "D"

# ENGINEER'S CONTRACT RATES

**HOURLY RATES:**

| | |
|---|---|
| Principal | $120.00/Hr. |
| Project Manager | $ 78.00/Hr. |
| Project Engineer | $ 70.00/Hr. |
| R.P.L.S. | $ 70.00/Hr. |
| G.P.S. Survey Crew | $ 95.00/Hr. |
| 3 Man Survey Crew | $ 80.00/Hr. |
| 2 Man Survey Crew | $ 70.00/Hr. |
| Party Chief | $ 40.00/Hr. |
| CADD/Designer | $ 48.00/Hr. |
| Clerical | $ 15.00/Hr. |

# EXHIBIT D1

-Fee Breakdown

**Preliminary Construction Cost Estimate**
**Hidalgo County Precinct No. 1 Paving Improvements**
**Prepared By: Javier Hinojosa Engineering**
**January 16, 2008**

**A. Mile 3 1/2 West (Mile 5 North To City Limits - 40' E/E; 44' Caliche - 1.5 Miles)**

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. Subgrade Excavation | 12,907 | CY | @ | $3.50 | = | $45,174.50 |
| 2. Regrade Bar Ditches | 15,840 | LF | @ | $2.50 | = | $39,600.00 |
| 3. EN-1 (Emulsion) | 292 | GAL | @ | $59.00 | = | $17,228.00 |
| 4. 8" Caliche Base | 38,720 | SY | @ | $7.00 | = | $271,040.00 |
| 5. 2" HMAC (Type "D") | 35,200 | SY | @ | $7.50 | = | $264,000.00 |
| 6. 4" Striping | 7,920 | LF | @ | $0.50 | = | $3,960.00 |
| 7. 18" RCP Culverts | 500 | LF | @ | $29.00 | = | $14,500.00 |
| 8. Safety End Treatments | 2 | EA | @ | $800.00 | = | $1,600.00 |
| | | | **Subtotal** | | : | **$657,102.50** |
| | | | **Engineering Fee** | | : | **$65,710.25** |
| | | | **Total** | | : | **$722,812.75** |

**B. Mile 6 West (Mile 17 South To S.H. 107 - 0.5 Mile)**

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. Subgrade Excavation | 2,738 | CY | @ | $3.50 | = | $9,583.00 |
| 2. Regrade Bar Ditches | 5,280 | LF | @ | $2.50 | = | $13,200.00 |
| 3. EN-1 (Emulsion) | 62 | GAL | @ | $59.00 | = | $3,658.00 |
| 4. 8" Caliche Base | 8,214 | SY | @ | $7.00 | = | $57,494.50 |
| 5. 2" HMAC (Type "D") | 7,040 | SY | @ | $7.50 | = | $52,800.00 |
| 6. 4" Striping | 2,640 | LF | @ | $0.50 | = | $1,320.00 |
| 7. 18" RCP Culverts | 400 | LF | @ | $29.00 | = | $11,600.00 |
| 8. Safety End Treatments | 2 | EA | @ | $800.00 | = | $1,600.00 |
| | | | **Subtotal** | | : | **$151,255.50** |
| | | | **Engineering Fee** | | : | **$15,125.55** |
| | | | **Total** | | : | **$166,381.05** |

# EXHIBIT "D1"
# Fee Breakdown

For and in consideration of the **Services** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Fee** as defined in this Agreement, and as more particularly identified as follows:

| | | |
|---|---|---|
| **Basic Services Fee** | = | **$80,835.80** |
| Preliminary Design/Field Surveying | = | 25% of the Services Fee |
| Final Design and Specification | = | 75% of the Services Fee |
| Construction Staking | = | 25% of the Services Fee |

# EXHIBIT E

-Certificate of Insurance *(Hidalgo County)*

## Hidalgo County
# Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

***WORKER'S COMPESATION***

The following requirements apply to *WORKER'S COMPENSATION* coverage:

- If the Engineer, Consultant, or Contractor has *any* employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for *WORKERS' COMPENSATION* insurance.

***COMMERCIAL GENERAL LIABILITY***

*COMMERCIAL GENERAL & PROFESSIONAL LIABILITY* insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be *at least* these amounts:

| | | |
|---|---|---|
| Bodily Injury | - | $750,000 each occurrence |
| Property Damage | - | $250,000 each occurrence |
| | | $1,000,000 aggregate |

**Note:** This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

***TEXAS BUSINESS AUTOMOBILE POLICY***

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $1,000,000 Combined Single Limit for bodily injury and property damage by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

# EXHIBIT " E "

## Certificate of Insurance Form – Hidalgo County

**Hidalgo County**
**CERTIFICATE OF INSURANCE**

**NOTE:** Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County** as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

### SECTION 1 IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor) **JAVIER HINOJOSA ENGINEERING**

1.2 Street/Mailing Address **416 E. DOVE AVENUE**

| 1.3 City | 1.4 State | 1.5 Zip |
|---|---|---|
| **McALLEN** | **TEXAS** | **78504** |

1.6 Phone Number

Area Code ( **956** ) **668-1588**

### SECTION II TYPE OF INSURANCE

| Type | Policy Number: | Effective Date: | Expiration Date: | Limits of Liability Not Less Than: |
|---|---|---|---|---|
| 2. *WORKERS' COMPENSATION* | 2.1 **N0707-71-94** | 2.2 **12/01/07** | 2.3 **12/01/08** | Statutory Texas |

Endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**.

| | | | | |
|---|---|---|---|---|
| 3. *COMMERCIAL GENERAL LIABILITY* | | | | |
| Bodily Injury/Property Damage | 3.1 | 3.2 | 3.3 | $1,000,000 combined single limit each occurrence and in the aggregate |

Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**.

| | | | | |
|---|---|---|---|---|
| 4. *TEXAS BUSINESS AUTOMOBILE POLICY* | | | | |
| A. Bodily Injury | 4.1 **06939-88-05** | 4.2 **03/29/07** | 4.3 **03/29/08** | $250,000 ea. Person<br>$500,000 ea. Occurrence |
| B. Property Damage | 4.4 **06939-88-05** | 4.5 **03/29/07** | 4.6 **03/29/08** | $100,000 ea. Occurrence |

Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**.

| | | | | |
|---|---|---|---|---|
| 5. *PROFESSIONAL LIABILITY* | | | | |
| | 5.1 | 5.2 | 5.3 | $1,000,000 combined single limit each occurrence and in the aggregate |

### SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County**.

THIS IS TO CERTIFY to **HIDALGO COUNTY** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

| 6.1 Name of Insurance Company | | | 7.1 Name of Authorized Agent | | |
|---|---|---|---|---|---|
| **Farmers Insurance Exchange** | | | **Wm. Carl Davis** | | |
| 6.2 Company Address | | | 7.2 Agent's Address | | |
| **4680 Wilshire Blvd.** | | | **2030 E. Griffin Parkway** | | |
| 6.3 City | 6.4 State | 6.5 Zip | 7.3 City | 7.4 State | 7.5 Zip |
| **Los Angeles** | **CA** | **90010** | **Mission** | **TX** | **78572** |
| 7.6 Authorized Agent's Phone No. Area Code ( **956** ) **581-9838** | | | Original Signature of Authorized Agent | | Date: 2-20-08 |

# EXHIBIT " E "

## Certificate of Insurance Form – Hidalgo County

**Hidalgo County**
**CERTIFICATE OF INSURANCE**

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County** as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

### SECTION 1 IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor) **JAVIER HINOJOSA ENGINEERING**

1.2 Street/Mailing Address **416 E. DOVE AVENUE**

| 1.3 City | 1.4 State | 1.5 Zip |
|---|---|---|
| **McALLEN** | **TEXAS** | **78504** |

1.6 Phone Number

Area Code ( **956** ) **668-1588**

### SECTION II TYPE OF INSURANCE

| Type | Policy Number: | Effective Date: | Expiration Date: | Limits of Liability Not Less Than: |
|---|---|---|---|---|
| 2. *WORKERS' COMPENSATION* | | | | |
| | 2.1 | 2.2 | 2.3 | Statutory Texas |

Endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**

| | | | | |
|---|---|---|---|---|
| 3. *COMMERCIAL GENERAL LIABILITY* | | | | |
| Bodily Injury/Property Damage | 3.1 **CP9002401-03** | 3.2 **6/28/07** | 3.3 **6/28/08** | $1,000,000 combined single limit each occurrence and in the aggregate |

Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**

| | | | | |
|---|---|---|---|---|
| 4. *TEXAS BUSINESS AUTOMOBILE POLICY* | | | | |
| A. Bodily Injury | 4.1 | 4.2 | 4.3 | $250,000 ea. Person<br>$500,000 ea. Occurrence |
| B. Property Damage | 4.4 | 4.5 | 4.6 | $100,000 ea. Occurrence |

Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**

| | | | | |
|---|---|---|---|---|
| 5. *PROFESSIONAL LIABILITY* | | | | |
| | 5.1 | 5.2 | 5.3 | $1,000,000 combined single limit each occurrence and in the aggregate |

### SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County.**

THIS IS TO CERTIFY to **HIDALGO COUNTY** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

| 6.1 Name of Insurance Company | | | 7.1 Name of Authorized Agent | | |
|---|---|---|---|---|---|
| **National Lloyds Insurance Company** | | | **Wm. Carl Davis** | | |
| 6.2 Company Address | | | 7.2 Agent's Address | | |
| **P.O. Box 2650** | | | **2030 E. Griffin Parkway** | | |
| 6.3 City | 6.4 State | 6.5 Zip | 7.3 City | 7.4 State | 7.5 Zip |
| **Waco** | **TX** | **76702** | **Mission** | **TX** | **78572** |
| 7.6 Authorized Agent's Phone No. Area Code ( **956** ) **581-9838** | | | Original Signature of Authorized Agent | | Date **2/20/08** |

# EXHIBIT "E"

## Certificate of Insurance Form – Hidalgo County

**Hidalgo County**
**CERTIFICATE OF INSURANCE**

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County** as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

### SECTION I IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor) **JAVIER HINOJOSA ENGINEERING**

1.2 Street/Mailing Address **416 E. DOVE AVENUE**

| 1.3 City | 1.4 State | 1.5 Zip |
|---|---|---|
| **McALLEN** | **TEXAS** | **78504** |

1.6 Phone Number

Area Code ( **956** ) **668-1588**

### SECTION II TYPE OF INSURANCE

| Type | Policy Number: | Effective Date: | Expiration Date: | Limits of Liability Not Less Than: |
|---|---|---|---|---|
| 2. *WORKERS' COMPENSATION* | | | | |
| | 2.1 | 2.2 | 2.3 | Statutory Texas |
| Endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**. | | | | |
| 3. *COMMERCIAL GENERAL LIABILITY* | | | | |
| Bodily Injury/Property Damage | 3.1 | 3.2 | 3.3 | $1,000,000 combined single limit each occurrence and in the aggregate |
| Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**. | | | | |
| 4. *TEXAS BUSINESS AUTOMOBILE POLICY* | | | | |
| A. Bodily Injury | 4.1 | 4.2 | 4.3 | $250,000 ea. Person<br>$500,000 ea. Occurrence |
| B. Property Damage | 4.4 | 4.5 | 4.6 | $100,000 ea. Occurrence |
| Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**. | | | | |
| 5. *PROFESSIONAL LIABILITY* | | | | |
| | 5.1 **AE812316** | 5.2 **12/04/07** | 5.3 **12/04/08** | $1,000,000 combined single limit each occurrence and in the aggregate |

### SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County**.

THIS IS TO CERTIFY to **HIDALGO COUNTY** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

| 6.1 Name of Insurance Company | | | 7.1 Name of Authorized Agent | | |
|---|---|---|---|---|---|
| **Evanston Insurance Company** | | | **Wm. Carl Davis** | | |
| 6.2 Company Address | | | 7.2 Agent's Address | | |
| **Ten Parkway North** | | | **2030 E. Griffin Parkway** | | |
| 6.3 City | 6.4 State | 6.5 Zip | 7.3 City | 7.4 State | 7.5 Zip |
| **Deerfield** | **IL** | **60015** | **Mission** | **TX** | **78572** |
| 7.6 Authorized Agent's Phone No. Area Code ( **956** ) **581-9838** | | | Original Signature of Authorized Agent | | Date: 2/20/08 |

# EXHIBIT F

-Supplemental Agreement Form

# EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

## SUPPLEMENTAL AGREEMENT NO. ____

TO AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH

**WHEREAS**, the **Owner** and the **Engineer** executed the Agreement on the _____ day of _____, 20__ concerning engineering for _____ (hereinafter referred to as the "**Project**"); and

**WHEREAS**, Article ___ of the Agreement, (article title), establishes _____ _____; and,

**WHEREAS**, it has become necessary to amend the contract to _____ _____ _____

AGREEMENT

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

I. Article _____ of the Agreement, (article title) is revised to _____ _____ _____ _____ _____

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

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the ____ day of _____, 200__.

THE ENGINEER:

By: _____

THE OWNER:
HIDALGO COUNTY

By: _____
Juan D Salinas III, County Judge

**AI-8160** **19.D.1.**

## Pct 4 -Sole Source Exemption to Lighting for JR Milo Ponce Park-Turn Key solution (equipment, maintenance).

## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Moises Salazar, PURCHASING DEPT.
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Prct. 4

### Information

**CAPTION**

A. Requesting approval of an "order" granting an exemption from competitive bidding requirements under Texas Local Gov't. Code, Chapter 262, Section .024 (a)(7) "an item that can only be obtained from only one source."

B. Approval of a "Sole Source Declaration" with authority to purchase from AEP-Texas Central Company for a turn-key solution for: Lighting Equipment including Repair & Maintenance of JR Milo Ponce Park in Precinct #4" in the amount not to exceed $28,237.56.

**BACKGROUND**

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1214-452-00-124-009-0-739
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 3/3/08 $63,000.00

### Attachments

Link: AEP Quote
Link: Sole Source Declaration

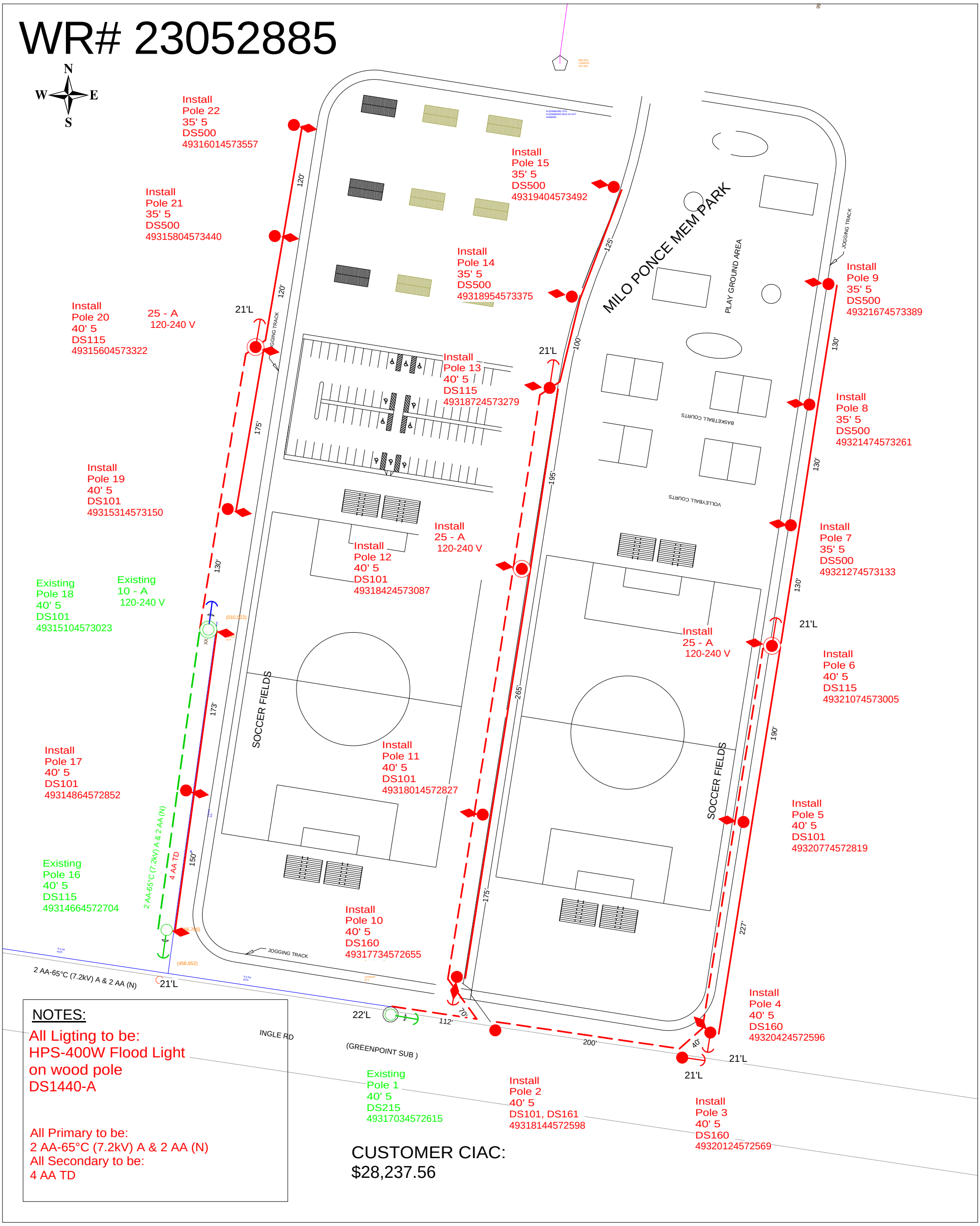
### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/29/2008 05:31 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/29/2008 05:50 PM | APRV |
| 3 | Manuel Chapa | | 03/03/2008 08:56 AM | PEND |

Form Started By: Moises Salazar Started On: 02/27/2008 04:59 PM

Final Approval Date: 03/03/2008

# WR# 23052885




NOTES:

All Ligting to be:
HPS-400W Flood Light
on wood pole
DS1440-A

All Primary to be:
2 AA-65°C (7.2kV) A & 2 AA (N)
All Secondary to be:
4 AA TD

CUSTOMER CIAC:
$28,237.56

***An LD-Pro® Worksketch***

| | | | | |
|---|---|---|---|---|
| | | | Date Requested: 2/14/2008 | Bucket Truck?: Y |
| | | | Date Required: 3/7/2008 | Truck to Site?: Y |
| Job Name: Edinburg-Milo Ponce Mem Park Ingle Rd | | | | 4 WD?: N |
| Location: Ingle Rd east of Doolittle Road | | | | County: HIDALGO |
| Division: CP | District: Edinburg | Crew HQ: Pharr Const 1 | Station No.: | Circuit No.: 560 |
| W/R#: 23052885 | WO#: DCP0151386 | | Sta/Circuit Name: N Edinburg | |
| JU Proposal(s): EDN100039 | Not Staked | Not Cleared | Voltage: | Map: Milo Ponce Mem |
| R/W#: CUSTOMER SERVICE-CI-NEW SERVICE | | | Phases: | Quad: |
| Install Flood lilghts for New Park | | | Date: 2/20/2008 / Print #: | Scale: 1" = 100' |
| | | | Drawn By: Y. Perez | Page: 1 of 1 |

PLEASE >> Please remit To:

DETACH >>
STUB >>
AND >>
RETURN >>
WITH >>
PAYMENT >>

AEP-Texas Central Co.
Rosie Underwood
5700 N. Cage Blvd.
Pharr, TX 78577-7921
Include WR# 23052885 on Check

Bill To:
Hidalgo County Precinct No. 4
2812 S BUSINESS 281
Edinburg, TX 78539

Company No: 211
Contract No: DWMS00000076585
Customer No: 11109771
Date: 2/21/2008
Amount Due: 28,237.56

Amount Remitted: _____

---

Contract No: DWMS00000076585
Date: 2/21/2008

# PRO FORMA

Customer No: 11109771
Purchase Order: 23052885

| Description | Quantity | UOM | Init Amt | Net Amount |
|---|---|---|---|---|
| Install Overhead Electrical Facilities & Lighting | 1.0 | EA | 28,237.56 | 28,237.56 |

Amount Due: 28,237.56

# *AEP Texas Central Company*

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

Hidalgo County Precinct No. 4

Service: Ingle Rd. east of Doolittle Rd
EDINBURG, TX

Mailing: 2812 S BUSINESS 281
Edinburg, TX 78539

Contract #: DWMS00000076585 Work Request #: 23052885

Date: 2/21/2008

The Customer has requested the installation of electric distribution facilities (hereinafter referred to as "Basic Service") as follows: Install Overhead Electrical Facilities & Lighting

Additionally, the Customer has requested Premium Service as follows:

AEP Texas Central Company (hereinafter referred to as "Company") agrees to Install Overhead Electrical Facilities & Lighting

Customer agrees to Pay company stated amount, provide access to property, and complete easement for electrical facilities.

In accordance with the Company's terms and conditions as filed with the Public Utilities Commission of Texas the Customer agrees to pay AEP Texas Central Company a nonrefundable payment as follows.

1. $28,237.56 is the total up-front Contribution-In-Aid-Of-Construction.

All facilities installed by the Company will be and remain property of the Company. The Company expressly retains the right to use said lines and equipment for any purpose which Company deems advisable, including the distribution of electric service to other customers.

It is understood and agreed that the Company will not begin facilities construction until all Contribution-In-Aid-Of-Construction costs for Basic and Premium Services outlined above are received by the Company.

It is understood and agreed that this agreement, and particularly the amounts of the Contribution-In-Aid-Of-Construction contained herein, are based on the specifics of the Customer's request for distribution electric facilities.

Other utilities may have lines and/or equipment that utilize American Electric Power's pole or other facilities. American Electric Power is not responsible for the installation, relocation or removal of lines and/or equipment owned by other utilities at this location. Each utility is responsible for its own equipment and the time it takes to install, remove or relocate it. Any fees charged by other utilities are the responsibility of the customer, not American Electric Power. The customer is responsible for contacting the other utilities and making arrangements with them for any work that must be done to facilitate this contract.

If the Customer's request for facilities is altered or the Customer requests a delay or otherwise is unable to take service by 02/21/2008, the Company reserves the right to adjust the amount of the Contribution-In-Aid-Construction to reflect either the alteration in requested facilities or the delay in service, or both. All dates for commencement and completion of construction are estimates only and do not represent guaranteed dates.

Nothing herein contained shall be construed as a waiver or relinquishment by Company or any right it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereunder or for any reason or cause stated in the Company's Tariff.

The quoted price will be valid until 05/21/2008

By signing and returning this Agreement, Customer agrees to accept the above described terms and conditions.

| Customer | | Company | |
|---|---|---|---|
| By | _____ | By | _____ |
| Signature: | _____ | Signature: | _____ |
| Title: | _____ | Title: | _____ |
| Date: | _____ | Date: | _____ |

PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM

## "SOLE SOURCE DECLARATION"

**TO:** Hidalgo County Commissioners Court

**FROM:** Martha L. Salazar
Hidalgo County Purchasing Agent

**DATE:** February 29, 2008

***RE:*** ***"Sole Source Declaration"-Illumination of J.R. "Milo" Ponce Park***

Hidalgo County requires a turn key solution for the illumination of J.R. "Milo" Ponce Park located in Precinct No. 4. Lighting equipment as well as maintenance and repair of equipment is a critical component in providing a safe and secure environment for use by Hidalgo County residents.

AEP is the sole provider of a turn key solution to supply lighting equipment, as well as repairs and maintenance.

Therefore Hidalgo County requires a contract with AEP to provide lighting equipment including repairs and maintenance for J.R. "Milo" Ponce Park.

. S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

**AI-8162** **19.D.2.**

# Pct 4-WA #s 2 & 3-Quintanilla Headley & Associates & Inv No. 288596-TEDSI

## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Letty Saenz, PURCHASING DEPT.
**Submitted For:** Letty Saenz
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Prct. 4

### Information

**CAPTION**

A. Presentation for consideration, discussion acceptance and approval of Work Authorization No. 2 in the amount of $ 1,500.00 with QUINTANILLA, HEADLEY & ASSOCIATES. INC. for Paved/Un-Paved Projects" (On an As Needed Basis) -Hidalgo County Precinct No. 4, in connection with Contract No. C-07-131-07-24 - (Survey of existing 50-Ft Rd: West of Doolittle to Sandy Ridge Subdivision)

B. Presentation for consideration, discussion acceptance and approval of Work Authorization No. 3 in the amount of $ 3,600.00 with QUINTANILLA, HEADLEY & ASSOCIATES. INC. for Paved/Un-Paved Projects" (On an As Needed Basis) -Hidalgo County Precinct No. 4, in connection with Contract No. C-07-131-07-24-(Survey Mile 19 Rd Extension: East of Kenyon to Cesar Chavez)

C. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 288596 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. 5 (PO#594617) for "Traffic Study" of (Rooth Road between Schunior Road & FM 1925)

**BACKGROUND**

Work Authorization No. 2
Work Authorization No. 3
Invoice No. 288596

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1204-431-00-124-007-0-334
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$14,000.00 available balance as of 02/29/08 to fund Work Authorizations #2 and #3. Funding for invoice number 288596 was allocated thru PO#594617 on 11/13/2007.

### Attachments

Link: Inv No. 288596-TEDSI

Link: WA #s 2 & 3-Quintanilla Headley & Associates

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/28/2008 09:43 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/29/2008 08:31 AM | APRV |
| 3 | Rey Salazar | Rey Salazar | 02/29/2008 10:28 AM | APRV |
| 4 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Letty Saenz  Started On: 02/27/2008 05:01 PM

Final Approval Date: 03/03/2008

**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: FEBRUARY 25, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA H. SAENZ, CPPB CONTRACTS MANAGER
FROM: HIDALGO COUNTY PRECINCT #4
REF: INVOICE
C#-07-051-02-06
ACCT.#: 8-1204-431-00-124-007-0-334

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING **INVOICE #288596** IN THE AMOUNT OF **$2,500.00** FOR **TEDSI INFRASTRUCTURE GROUP** BE PLACED ON THE NEXT COMMISSIONERS' COURT AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES
ATTACHMENT: INV. #288596
P.O. #594617

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

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: | January 31, 2008 |
| TEDSI Invoice No.: | 288596 |
| TEDSI Project No.: | 27942-5 |
| Invoice Period: | Thru January 31, 2008 |

## TRAFFIC ENGINEERING SERVICES
**Rooth Road Between Schunior Road & FM 1925**

HIDALGO COUNTY PCT. #4 EDINBURG TEXAS 78541 RECEIVED BY FEB 05 2008 RONALDO MUNOZ JR

| 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 |

8 -1204-431-00-124-007-0- 334
Pct #
Pur. Req. # 191260
P.O. # 594612

2/19/08
Eric R. Dietrich, P.E., P.T.O.E.
Project Manager

C-07-051-02-06
Exp.

2-25-08
22508

# Purchase Order
# COUNTY OF HIDALGO

PO#: 594617

DATE: 11/13/07



VENDOR: 227889 REQ:00121260

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. #1457

**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 APPROVED COMMISSIONERS' COURT OF 11/13/2007 AGENDA ITEM # AI-6418 | | |
| 1 | EACH | WORK AUTHORIZATION #5 FOR ENGINEER TO PREFORM A SPOT-SPEED STUDY AT ROOTH RD BETWEEN SCHUNIOR AND FM 1925. CONTRACT #07-051-02-06 | 2,500.00 | 2,500.00 |
| | | APPROVED COMMISSIONERS' COURT OF 11/13/2007, AGENDA ITEM #AI-6418 | | |
| | | 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 | | |
| | | 01/16/08 w/ Eric & TEDSI - study to be completed no later than next week BAB | | |

COPY

**Authorized by:** Martha L. Salazar

**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: FEBRUARY 27, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA H. SAENZ
FROM: HIDALGO COUNTY PRECINCT #4
REF: WORK AUTHORIZATION #2 & 3
C# 07-131-07-24
ACCT.#: 8-1204-431-00-124-007-0-334

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING THAT THE FOLLOWING:
**WORK AUTHORIZATION #**2 IN THE AMOUNT OF **$1,500.00** AND **WORK AUTHORIZATION #3** IN THE AMOUNT OF **$3,600.00** FOR **QUINTANILLA, HEADLEY & ASSOCIATES, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES

ATTACHMENT: COPY OF WORK AUTHORIZATION #2 & #3

• Municipal Projects
• Subdivisions
• Surveys

Quintanilla, Headley and Associates, Inc.

Consulting Engineers • Land Surveyors

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

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

February 26, 2008

Mr. Rumaldo Muñoz, Jr.
Hidalgo County Pct. No.4
1102 N. Doolittle Road
Edinburg, Texas 78541

**Re: 1) Sandy Ridge Subdivision; 2) Mile 19 North Road Extension**

Dear Mr. Muñoz:

Attached are the exhibits for the work authorizations No.2 and No.3 regarding the above two projects.

Please review them and process them for approvals and signatures.

Should you have any questions or need additional information, please feel free to contact me at 381-6480.

Sincerely,

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

EXHIBIT "E"

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # 07-131-07-24
## Work Authorization Form

# WORK AUTHORIZATION NO. 2

**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, Quintanilla, Headley & Associates, Inc., professional engineers of Edinburg, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide SURVEY OF EXISTING 50-FOOT ROAD: WEST OF DOOLITTLE TO SANDY RIDGE SUBDIVISION.

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 **$ 1,500.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

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

**PART 4. FUNDING**
This Work Authorization No.1 shall be funded through funding source:
Account No. 8-1209-431-00-124-007-0-334
Requisition Number ____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by **Hidalgo County Precinct No. 4,** Commissioner _Oscar Garza__ as to content and detail of this **Work Authorization No. 2.**

**HIDALGO COUNTY**

**BY:** Oscar L. Garza Jr.

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2008.

**THE ENGINEER:**

_____
**By: Engineer**

**THE OWNER:**
**HIDALGO COUNTY**

_____
**By: Juan D. Salinas, III**
**County Judge**

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

EXHIBIT "A"

# Hidalgo County Precinct No. 4
# Paved/Unpaved County Roads
# Engineering & Surveying
## EXISTING 50-FOOT ROAD: WEST OF DOOLITTLE TO SANDY RIDGE SUBDIVISON

### SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

**GENERAL**

The Owner will provide the following:

(1) Authorization to begin work.

(2) Payment for work performed by the **Engineer.**

(3) Provide any available relevant data on file concerning the project.

EXHIBIT "B"

**Hidalgo County Precinct No. 4**
**Paved/Unpaved County Roads**
**Engineering & Surveying**
**EXISTING 50-FOOT ROAD: WEST OF DOOLITTLE**
**TO SANDY RIDGE SUBDIVISION**

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- Field Surveying and Topography to establish centerlines, right of ways, locates all structures within the existing right of ways.

EXHIBIT "C"

**Hidalgo County Precinct No. 4**
**Paved/Unpaved County Roads**
**Engineering & Surveying**
**EXISTING 50-FOOT ROAD: WEST OF DOOLITTLE**
**TO SANDY RIDGE SUBDIVISION**

## WORK SCHEDULE FOR WORK AUTHORIZATION NO. 1

The Engineer shall provide the deliverables for this work authorization as follows:

- Field Surveying- within 2 weeks from the date of the notice to proceed

EXHIBIT "D"

**Hidalgo County Precinct No. 4**
**Paved/Unpaved County Roads**
**Engineering & Surveying**
**50-FOOT ROAD: WEST OF DOOLITTLE**
**TO SANDY RIDGE SUBDIVISION**

## HOURLY RATES

| | |
|---|---|
| 1. Registered Professional Engineer | $150.00 |
| 2. Registered Professional Land Surveyor | $150.00 |
| 3. Three Man Survey Crew | $125.00 |
| 4. Computer Technician | $ 85.00 |
| 5. Administrative | $ 60.00 |
| 6. Research | $ 50.00 |

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-07-131-07-24
## Work Authorization Form

# WORK AUTHORIZATION NO. 3

**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, Quintanilla, Headley & Associates, Inc., professional engineers of Edinburg, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide SURVEY MILE 19 ROAD EXTENSION: EAST OF KENYON TO CESAR CHAVEZ

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 **$ 3,600.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

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

**PART 4. FUNDING**

This Work Authorization No.1 shall be funded through funding source:
Account No. 8-1204-431-00-124-007-0-334
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

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

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County** Precinct #4, Commissioner Oscar L. Garza as to content and detail of this **Work Authorization No.** 3.

**HIDALGO COUNTY**

**BY:** Oscar L. Garza Jr.

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2008.

**THE ENGINEER:**

_____

**By: Engineer**

**THE OWNER:**
**HIDALGO COUNTY**

_____

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

**ATTEST:**

_____

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

EXHIBIT "A"

# Hidalgo County Precinct No. 4
# Paved/Unpaved County Roads
# Engineering & Surveying
# MILE 19 NORTH ROAD EXTENSION:
# EAST OF KENYON TO CESAR CHAVEZ RD.

## SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

### GENERAL

The Owner will provide the following:

(1) Authorization to begin work.
(2) Payment for work performed by the **Engineer.**
(3) Provide any available relevant data on file concerning the project.

EXHIBIT "B"

**Hidalgo County Precinct No. 4**
**Paved/Unpaved County Roads**
**Engineering & Surveying**
**MILE 19 NORTH ROAD EXTENSION:**
**EAST OF KENYON TO CESAR CHAVEZ ROAD.**

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

1. Field Surveying and Topography to establish centerlines, right of ways, locates all structures within the existing right of ways.

EXHIBIT "C"

**Hidalgo County Precinct No. 4**
**Paved/Unpaved County Roads**
**Engineering & Surveying**
**MILE 19 NORTH ROAD EXTENSION:**
**EAST OF KENYON TO CESAR CHAVEZ ROAD.**

**WORK SCHEDULE FOR WORK AUTHORIZATION NO. 1-**
**COUNTY ROAD No. 5**

The Engineer shall provide the deliverables for this work authorization as follows:

- Field Surveying- within 2 weeks from the date of the notice to proceed

EXHIBIT "D"

**Hidalgo County Precinct No. 4**
**Paved/Unpaved County Roads**
**Engineering & Surveying**
**MILE 19 NORTH ROAD EXTENSION:**
**EAST OF KENYON TO CESAR CHAVEZ ROAD.**

## HOURLY RATES

| | |
|---|---|
| 1. Registered Professional Engineer | $150.00 |
| 2. Registered Professional Land Surveyor | $150.00 |
| 3. Three Man Survey Crew | $125.00 |
| 4. Computer Technician | $ 85.00 |
| 5. Administrative | $ 60.00 |
| 6. Research | $ 50.00 |

**AI-8130** **19.E.1.**

# Authority to Purchase ASA Firewall and Maintenance Agreement
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Matilde Faz, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** IT Department

## Information

**CAPTION**

A. Requesting authority to purchase network equipment and peripherals from awarded vendor through our membership/participation with Calence LLC DIR-SDD-236 Department of Information Resources for requisition #127521 in the total amount of $16,044.40

B. Requesting approval to enter into a (1) year maintenance renewal agreement on existing cisco equipment with Calence LLC DIR-SDD-236 awarded vendor through our membership/participation with (DIR) Department of Information Resources, for requisition #126693 in the amount of $25,439.57

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 81100415002000020745
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2008 **ACCT. #:** 81100415002000020432
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**

## Attachments

Link: FIREWALL PURCHASE

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/29/2008 05:30 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/29/2008 05:48 PM | APRV |
| 3 | Dale Kennan | | 03/03/2008 08:56 AM | NEW |

Form Started By: Matilde Faz Started On: 02/27/2008 09:14 AM

Final Approval Date: 03/03/2008

# Requisition

Req # 00127521

PO #

Date: 02/21/08

Regular
# 8130
3/6/08

**Bill To:** x
x

**Vendor :** 327913
CALENCE LLC
2712 N. MCCOLL
MCALLEN TX 78501
FAX (408)547-0327

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

**Contact:** EDNA KIRBY
956-292-7010

**Contract No:** DIR-SDD-236

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | QUOTE 012408TF-2 | | |
| | | DO NOT DUPLICATE ORDER # 47932 | | |
| 1 | EACH | ASA 5520 Appliance w/AIP-SSM-10, SW, HA, 4GE+1FE, 3DES/AES | 6,997.20 | 6,997.20 |
| 1 | EACH | IPS SVC, AR NBD ASA5520 w/AIP-SSM-10, 4GE+1FE, 3DES/AES # 47933 | 1,559.20 | 1,559.20 |
| 1 | EACH | Installation and Configuration | 7,488.00 | 7,488.00 |
| | | Account No | Encumbrance | |
| | | 8-1100-415-00-200-002-0-745 | 16,044.40 | |
| | | | Freight | .00 |
| | | | Total | 16,044.40 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | Firewall + VPN + IDS for county wide upl. (Backup attached) | DIR | |

**Authorized By:** _____

CALENCE℠

Putting your network to work.℠

REQ. 127521

Go DIRect

DIR Contract Number: DIR-SDD-236

**Address:**
1130 Rutherford Lane
Bldg 2, Suite 208
Austin, Texas 78753
Order Phone: 800-369-9130
Order Fax: 512-691-9480

| Qty | Part No. | Description | List | Cost | Extended |
|---|---|---|---|---|---|
| **ASA Firewall** | | | | | |
| 1 | ASA5520-AIP10-K9 | ASA 5520 Appliance w/ AIP-SSM-10, SW, HA, 4GE+1FE, 3DES/AES | $ 12,495.00 | $ 6,997.20 | $ 6,997.20 |
| 1 | CAB-AC | Power Cord,110V | $ - | $ - | $ - |
| 1 | SF-ASA-8.0-K8 | ASA 5500 Series Software v8.0 | $ - | $ - | $ - |
| 1 | SF-ASA-AIP-6.0-K9 | ASA 5500 Series AIP Sofware 6.0 for Security Service Modules | $ - | $ - | $ - |
| 1 | ASA-VPN-CLNT-K9 | Cisco VPN Client Software (Windows, Solaris, Linux, Mac) | $ - | $ - | $ - |
| 1 | ASA5520-VPN-PL | ASA 5520 VPN Plus 750 Peer License | $ - | $ - | $ - |
| 1 | ASA5500-ENCR-K9 | ASA 5500 Strong Encryption License (3DES/AES) | $ - | $ - | $ - |
| 1 | ASA-AIP-10-INC-K9 | ASA 5500 AIP Security Services Module-10 included w/ bundles | $ - | $ - | $ - |
| 1 | ASA-180W-PWR-AC | ASA 180W AC Power Supply | $ - | $ - | $ - |
| 1 | ASA-ANYCONN-CSD-K9 | ASA 5500 AnyConnect Client + Cisco Security Desktop Software | $ - | $ - | $ - |
| 1 | CON-SU1-AS2A10K9 | IPS SVC, AR NBD ASA5520 w AIP-SSM-10, 4GE+1FE, 3DES/AES | $ 1,949.00 | $ 1,559.20 | $ 1,559.20 |
| 1 | CON-SU1-ASAINC10 | IPS SVC, AR NBD AIP SSM-10 included in ASA systems | $ - | $ - | $ - |
| **Installation** | | | | | |
| 1 | Installation | Installation and configuration | NA | $ 7,488.00 | $ 7,488.00 |
| | | *** Lead time is 2 weeks.** | | | |
| | | | | | |
| *NOTE: ALL Order Forms MUST BE COMPLETELY FILLED OUT AND SUBMITTED WITH ASIGNED PURCHASE ORDER or Order will be delayed....* | | | | | |
| | | DIR Contract Number: DIR-SDD-236 | | TOTAL FOR THIS ORDER: | $ 16,044.40 |
| | | **Vendor Contact:** Tim Fain - (512) 691-2026 - timothy.fain@calence.com | | QUOTE NUMBER: | 012408TF-2 |

Ship To:
**Renan Ramirez**
**County of Hidalgo**

**956-318-2151**
Phone

Customer E-Mail Address: renan@co.hidalgo.tx.us

Calence Invoice To:

Phone

**Quote Date:** 1/24/2008

Firewall, vpn & IDS
for courthouse
upgr.

2/5/08

SCANNED

# Requisition

Req # 00126693

PO #

Date: 02/06/08

Regular #8130 3/6/08

**Bill To:** x
x

**Vendor :** 327913
CALENCE LLC
1560 WEST FOUNTAINHEAD PARKWAY
**2ND FLOOR**
TEMPE AZ 85282
FAX (408)547-0327

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

**Contact:** **EDNA KIRBY**
**956-292-7010**

**Contract No:** **DIR-SDD-236**

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR-SDD-236 | | |
| | | DO NOT DUPLICATE ORDER | | |
| 1 | EACH | SMARTnet Premimum 24x7x4 (SNTP) | 11,587.14 | 11,587.14 |
| 1 | EACH | SMARTnet 8x5xNBD (SNT) | 8,080.38 | 8,080.38 |
| 1 | EACH | SMARTnet 8x5xNBD (SNT) | 4,852.27 | 4,852.27 |
| 1 | EACH | Software Application Support (SAS) | 919.78 | 919.78 |
| | | Account No | Encumbrance | |
| | | 8-1100-415-00-200-002-0-432 | 25,439.57 | |
| | | | Freight | .00 |
| | | | Total | 25,439.57 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

Yearly maintenance on existing Cisco equipment as per Renan notes (quote attached) DIR

**Authorized By:** _____

Req 124093

CALENCE

To: Renan Ramirez
Hidalgo County
956-318-2151
renan@co.hidalgo.tx.us

DIR
Department of Information Resources

**DIR Agreement # DIR-SDD-236**

| Hidalgo County One Year Co-term Smartnet Renewal Quote | | | | | |
|---|---|---|---|---|---|
| Contract # | Level of Service | Co-Term Date | Annual List | Prorated List | Hidalgo Cost |
| 3521061 | SMARTnet Premium 24x7x4 (SNTP) | 12/31/2008 | $ 23,187.00 | $ 14,483.93 | $ 11,587.14 |
| 2224972 | SMARTnet 8x5xNBD (SNT) | 12/31/2008 | $ 22,646.00 | $ 10,100.47 | $ 8,080.38 |
| 2224972 | SMARTnet 8x5xNBD (SNT) | 12/31/2008 | $ 7,068.00 | $ 6,065.34 | $ 4,852.27 |
| New Contract | Software Application Support (SAS) | 12/31/2008 | $ 1,199.00 | $ 1,149.73 | $ 919.78 |
| | | Co-Term Date | Annual List | Prorated List | Hidalgo County |
| | One Year Co-term Smartnet Total | 3/31/2009 | $ 54,100.00 | $ 31,799.47 | $ 25,439.58 |

*Pricing does not include applicable taxes

SCANNED

**AI-8161** **19.F.1.**

# HCHHSD-Work Authorizations #4 - Millenium Engineering-C-07-265-10-15

## CC REGULAR

| | | | |
|---|---|---|---|
| **Date:** | 03/06/2008 | | |
| **Submitted By:** | Letty Saenz, PURCHASING DEPT. | | |
| **Submitted For:** | Letty Saenz | | |
| **Department:** | PURCHASING DEPT. | | |
| **Agenda Area:** | Purchasing Department | **Purchasing only:** | Health & Human Services Dept. |

### Information

**CAPTION**

Presentation for consideration, discussion acceptance and approval of Work Authorization No. 4 in the amount of $ 4,023.81 with MILLENNIUM ENGINEERS GROUP, INC. to provide engineering services to Hidalgo County Precinct No. 4, in connection with Contract No. C-07-265-10-15 for "Construction Materials Testing Services for PAVED/UN-PAVED, LATERAL and CIP PROJECTS (Hidalgo County Health Department Parking Lot Improvements Phase II)"

**BACKGROUND**

Work Authorization No. 4

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1334-441-00-340-022-0-739

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

**BUDGETARY IMPACT:**

$139,863.62 available balance as of 02/29/08. Phase II will also be funded out out of the above mentioned account.

### Attachments

Link: Work Authorizations #4 - Millenium Engineering

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/28/2008 09:42 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/29/2008 08:26 AM | APRV |
| 3 | Rey Salazar | Rey Salazar | 02/29/2008 10:05 AM | APRV |
| 4 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Letty Saenz | | | Started On: 02/27/2008 04:59 PM | |

Final Approval Date: 03/03/2008

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-07-265-1015
## Work Authorization Form

# WORK AUTHORIZATION NO. 4

**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, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

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

**Geotechnical Engineering Services and Construction Materials Testing Services at the Hidalgo County Health Department Parking Lot Improvements, Phase II**

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 **$4,023.81**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

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

**PART 4. FUNDING**

This Work Authorization No.1 shall be funded through funding source:
Account No. **7-1334-441-00-340-0-22-0-739**
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

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

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County Precinct No. 4,** Commissioner Oscar L. Garza, Jr. to content and detail of this **Work Authorization No. 4**

**HIDALGO COUNTY PRECINCT NO. 4**

**BY:** O. L. Garza, Jr.

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2008.

**THE ENGINEER:**

Raul Palma

**By: Raul Palma**

**THE OWNER:**
**HIDALGO COUNTY**

_____

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

**ATTEST:**

_____

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

**LIST OF ATTACHMENTS**

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

## ATTACHMENT "A"

## SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

**General**

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

## ATTACHMENT "B"

## SCOPE OF SERVICES
## TO BE PROVIDED BY THE ENGINEER

**The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:**

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

## ATTACHMENT "C"

### Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

**ATTACHMENT "D"**

**COST PROPOSAL**

Millennium Engineers Group,
PO Box 4569
Edinburg, Texas 78540-4569

# Proposal

| Date | Proposal No. |
|---|---|
| 2/1/2008 | 08-38 |

| Name / Address |
|---|
| Hidalgo County Precinct 4<br>Commissioner Oscar Garza<br>1102 N. Doolittle Rd<br>Edinburg, Texas 78541 |

| | Project |
|---|---|
| | 08M22-Health Dept Parking Lot Phase II |

| Description | Qty | Cost | Total |
|---|---|---|---|
| Atterberg Limits | 1 | 59.00 | 59.00 |
| Gradation (Dry) | 1 | 45.00 | 45.00 |
| Washed Sieve Analysis | 1 | 50.00 | 50.00 |
| Standard Proctor | 1 | 175.00 | 175.00 |
| Field Density (Soils) | 27 | 20.00 | 540.00 |
| Asphalt Density (In-Place, Cores) | 6 | 20.00 | 120.00 |
| Wet Ball Mill | 1 | 160.00 | 160.00 |
| Asphalt Cores | 6 | 50.00 | 300.00 |
| Extraction, Grad. and % Asphalt | 1 | 225.00 | 225.00 |
| Bituminous Mix Theoretical SPG | 1 | 55.00 | 55.00 |
| Bitumounous Compacted Specimen SPG (Lab Density)(3 Ea) | 3 | 20.00 | 60.00 |
| Air Content (Pressure) | 1 | 18.00 | 18.00 |
| Concrete Specimen (Compression) | 4 | 15.00 | 60.00 |
| Stability | 1 | 85.00 | 85.00 |
| Vehicle Trip Charge | 12 | 30.00 | 360.00 |
| Clerical/Administrative | 14 | 40.00 | 560.00 |
| Engr. Technician | 20.25 | 39.25 | 794.81 |
| Engr. Technician (Concrete) | 4.5 | 42.00 | 189.00 |
| Engr. Technician (Asphalt) | 4 | 42.00 | 168.00 |

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

**Total** $4,023.81

**AI-7783** **19.G.1.**

**Standing Item**

**CC REGULAR**

**Date:** 03/06/2008
**Submitted By:** Nielda Cavazos, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Co. Wide

## Information

**CAPTION**

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

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department (Originator) | Marty Salazar | 02/05/2008 09:15 AM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/05/2008 05:51 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 09:42 AM | APRV |
| 4 | Court Administrator | Monica Badillo | 02/29/2008 11:01 AM | APRV |
| Form Started By: Nielda Cavazos | | | Started On: 02/05/2008 08:30 AM | |
| Final Approval Date: 02/29/2008 | | | | |

**AI-8114** **19.G.2.**

# Internal Revenue Code 457 Deferred Compensation Plan
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Gricelda Villarreal, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Co. Wide

## Information

**CAPTION**

Status report regarding the Request for Proposals for "Internal Revenue Code 457 Deferred Compensation Plan" (2008-035-02-06CGV).

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** No Budgetary Impact
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No fiscal impact at this time; item is to extend time period for Request for Proposals (RFP) for "457 Deferred Compensation Plan".

## Attachments

Link: Addendum No. 1

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/27/2008 01:23 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/27/2008 01:52 PM | APRV |
| 3 | Dale Kennan | Dale Kennan | 02/27/2008 02:21 PM | APRV |
| 4 | Auditor's Office | Linda Fong | 02/29/2008 05:03 PM | APRV |
| 5 | Court Administrator | Monica Badillo | 03/03/2008 07:33 AM | APRV |

Form Started By: Gricelda Villarreal Started On: 02/26/2008 11:12 AM

Final Approval Date: 03/03/2008

# PURCHASING DEPARTMENT
## County Of Hidalgo

February 25, 2008

_____

_____

_____

Re: **Addendum No. 1**
Request For Proposal-Hidalgo County – "Internal Revenue Code 457 Deferred Compensation Plan"

**RFP NO: 2008-035-02-06CGV**

Dear Respondent:

Attached you will find **Addendum No. 1, Page 1 of 2** in connection with **"Hidalgo County – Internal Revenue Code 457 Deferred Compensation Plan."**

Please add this **Addendum No. 1** to your packet so as to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **Addendum No. 1** by signing and returning this notice to us VIA FAX AT (956) 292-7612.

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

Please be advised that this **Addendum No. 1** will complete your packet for Request For Proposal for **"Hidalgo County – Internal Revenue Code 457 Deferred Compensation Plan."** Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

**By:**_____
Addendum No. 1
Acknowledgment Of Receipt

MLS/cgv

Enclosures

# ADDENDUM NO. 1

## FEBRUARY 25, 2008

### "HIDALGO COUNTY INTERNAL REVENUE CODE 457 DEFERRED COMPENSATION PLAN"

**RFP NO: 2008-035-02-06CGV**

**PLEASE NOTE THE FOLLOWING INFORMATION FOR RFP NO: 2008-035-02-06-CGV**

The Request For Proposals For Hidalgo County – "Internal Revenue Code 457 Deferred Compensation Plan" has been **extended to open on Wednesday, March 05, 2008, on or before 9:30 a.m.**

I, _____, acknowledge receipt of ADDENDUM N. 1 dated, February 25, 2008, for RFP NO: 2008-035-02-06-CGV-Hidalgo County – "Internal Revenue Code 457 Deferred Compensation Plan."

_____ _____

Printed Proposer Name Date

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

**AI-8155** **19.H.1.**

# BCAP PRECINCT NO2 - LAS HACIENDAS PYMT NO 2
# CC REGULAR

**Date:** 03/06/2008
**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 of payment No 2 in the amount of $105,813.00 (through project engineer R. Gutierrez Engineering, Inc.) submitted by TRC Utilities Construction Co., Inc. in connection with contract C-CAP-07-023-08-07.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1311-431-00-122-412-0-841
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$47,681.47 available P.O. # 597795 balance as of 02-29-2008

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1202-126-30-000-012-0-000
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

City of Pharr interlocal agreement approved 06-25-2007

## Attachments

Link: PYMT NO 2

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/28/2008 11:16 AM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/28/2008 11:51 AM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 02/29/2008 04:32 PM | APRV |
| 4 | Sergio Cruz | Sergio Cruz | 02/29/2008 05:34 PM | APRV |
| 5 | Laura Moya | | 03/03/2008 08:56 AM | NEW |

Form Started By: Laura Moya Started On: 02/27/2008 04:43 PM

Final Approval Date: 03/03/2008

**laura.moya**

---

**From:** Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
**Sent:** Tuesday, February 26, 2008 9:55 AM
**To:** Laura Moya
**Cc:** Rossana Schettino; Charlie; Yoli Cisneros; dina.trevino@co.hidalgo.tx.us
**Subject:** Agenda item req for pay 2 las haciendas
**Attachments:** Pete Vargas (agapito.vargas@co.hidalgo.tx.us).vcf; request for payment no 2 las haciendas.pdf; las haciendas pay2 .PDF

Please place attached item on the agenda.
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 Hector "Tito" Palacios, Hidalgo County Precinct 2
Carlos Contreras, Special Projects Manager
Yolanda Cisneros, Accounts Payable
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Aggeo Vargas, Jr., Hidalgo County BCAP Director

DATE: 26 February 2008

Subject: Agenda Item Approval to Pay Application for Payment No.2 – Las Haciendas Subdivision CSJ: 2C1080412

---

Marty, please place the above-mentioned item on Commissioner's Court for Thursday 6th March 2008.

Precinct 2 is requesting approval to pay Application for Payment No.2 for the above-referenced Round II Colonia Project. The amount of the Application for Payment No.2 is $105,813.00 as recommended by project engineer, R. Gutierrez Engineering, Inc. The project contractor is TLC Utilities.

Account number 8-1311-431-00-122-412-0-733 & 734

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1301 *FAX 787-1305

# APPLICATION FOR PMT #2

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: TRC Utilities (CONTRACTOR)
Contract: C-CAP-07-023-08-07
Project: Las Haciendas Subdivision
OWNER's Contract No. C-CAP-07-023-08-07 ENGINEER's Project No. ENG05.012e
For Work accomplished through the date of: 31-Jan-2008

| | | | |
|---|---|---|---|
| 1. | Original Contract Price: | | $ 382,121.90 |
| 2. | Net change by Change Orders and Written Agreements (+ or -): | | $ - |
| 3. | Current Contract Price (1 plus 2): | | $ 382,121.90 |
| 4. | Total completed and stored to date: | | $ 212,674.25 |
| 5. | Retainage (per Agreement): | | |
| | 10% of completed Work: | $ 21,267.43 | |
| | 10% of stored material: | $ - | |
| | Total Retainage: | | $ 21,267.43 |
| 6. | Total completed and stored to date less retainage (4 minus 5): | | $ 191,406.82 |
| 7. | Less previous Application for Payments: | | $ (85,593.83) |
| 8. | Balance to Finish: | | $ 169,447.65 |
| 9. | **AMOUNT DUE THIS APPLICATION (6 MINUS 7):** | | **$ 105,813.00** |

Accompanying Documentation:

26th Feb 08

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 PMT #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 7-Feb-08

TRC Utilities
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 15th
day of February 2008

_____
Notary Public
My Commission expires: 12/6/11

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 7-Feb-08

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____ P.E.

**AI-8153** **19.I.1.**

# BCAP PRECINCT NO 3 - AWARD TO NORTHCROSS

## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Laura Moya, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department **Purchasing only:** CAP Pct.3

### Information

**CAPTION**

Presentation for discussion, consideration and action on a recommendation by project engineer Hinojosa Engineering, Inc. to award to the lowest bidder meeting all specifications for bid No CAP-08-006-02-06-LRM "Paving & Drainage Construction for North Cross Estates" and approval of contract subject to Legal Review and TXDOT approval.

**BACKGROUND**

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1311-431-00-123-498-1-733
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$37,425.00 available balance as of 02/28/2008.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1311-431-00-123-498-1-734
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$74,295.00 available balance as of 02/28/08.

### Attachments

Link: award letter

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/28/2008 08:40 AM | APRV |
| 2 | Rey Salazar | Rey Salazar | 02/28/2008 09:59 AM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Laura Moya Started On: 02/27/2008 04:34 PM

Final Approval Date: 03/03/2008

**laura.moya**

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**From:** Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
**Sent:** Wednesday, February 27, 2008 10:06 AM
**To:** Laura Moya
**Cc:** Rossana Schettino; dina.trevino@co.hidalgo.tx.us; Norma Ceballos
**Subject:** Agenda item reg award to low bidder North Cross Subdivision
**Attachments:** Pete Vargas (agapito.vargas@co.hidalgo.tx.us).vcf; memo purchasing req agenda item award low bid northcross 27feb08.pdf

Please place item on next week's cc agenda.
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 Jose M Flores, Hidalgo County Precinct 3
Norma Ceballos, Executive Assistant
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 27 February 2008

Subject: Agenda Item - Approval to Award to Low Bidder a Round II Colonias Project North Cross Subdivision CSJ: 2C1080498, Bid Number CAP-08-006-02-06-LRM

---

Marty, please place the above-mentioned item on Commissioner's Court for Thursday 6th March 2008.

Precinct 3 is requesting approval to award to the low bidder Asago Construction for the above-referenced Round II Colonia Project. The amount of the low bid is $108,466.25. Hinojosa Engineering, Inc., project engineer is recommending the low bidder for this project. TXDOT has been notified and has concurred on the recommendation.

A total of eight contractors submitted bids for this project.

Account number 8-1311-431-60-123-498-1-733 & 734

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

**HINOJOSA ENGINEERING, INC.** Structural Engineering • Civil Engineering • Land Surveying

February 15, 2008

Mr. Agapito Vargas, Jr.
Hidalgo County Colonia Access Program Director

**RE: Letter of Recommendation**

**PROJECTS: North Cross Estates CAP-08-006-02-06-LRM**
**CSJ: 2C1080498**

Dear Mr. Vargas,

On February 6, 2008 bids were opened on the above referenced project at the Hidalgo County Purchasing Department. A total of eight bids were submitted to the County. Contractors submitting bids were Garcia Martinez, Inc. ($111,389.81), Asago Construction ($108,466.05), D.M. Roth ($164,514.00), Trihunt Construction ($180,089.30), IOC, LLC ($151,852.82), Valley Paving Inc. (184,048.25), J.M. Construction ($109,691.40), and Jimmy Closner and Sons ($117,659.25). Based on the bid amounts submitted, Hinojosa Engineering, Inc. recommends the project be awarded to Asago Contruction.

Respectfully submitted,
Hinojosa Engineering, Inc.

Ricardo Hinojosa, P.E.
**President**

CC: Hinojosa Engineering, Inc. File

NORTH CROSS SUBDIVISION
CSJ: 2C1080498
Cost Breakdown
Precinct 3

| Bid Item No. | Description Code No. | Item Description | Quantity | Unit | Unit Price | Amount Bid | |
|---|---|---|---|---|---|---|---|
| | | **ROADWAY** | | | | | |
| 100 | | Exacavation | 12.75 | STA | $750.00 | $9,562.50 | |
| 110 | | Exacavation | 1595 | CY | $7.00 | $11,165.00 | |
| 247 | | Flexible Base | 882 | CY | $5.00 | $4,410.00 | |
| 251 | | Rewrk Base Mtrl (DC)(TYD CL@) | 882 | CY | $5.00 | $4,410.00 | |
| 260 | | Lime Treatment for Subgrade Material | 3970 | SY | $2.00 | $7,940.00 | |
| 260 | | Lime (TY A Slurry)(TY B or C) | 49.1 | TON | $175.00 | $8,592.50 | |
| 262 | | Lime Treatment Base (New Base) | 3970 | SY | $2.00 | $7,940.00 | |
| 262 | | Lime (Type A Slurry) (TY B or C ) | 18.87 | TON | $175.00 | $3,302.25 | |
| 502 | | Barricades, Signs & Traffic Handling | 1.5 | MO | $1,000.00 | $1,500.00 | |
| 506 | | Construction Exits ( TY 2) ( Install) | 72.5 | SY | $40.00 | $2,900.00 | |
| 506 | | Construction Exits ( TY 2) (Remove | 72.5 | SY | $20.00 | $1,450.00 | |
| 530 | | Turnouts (Asphaltic Concrete Pavement ) (PBS_2) | 72.5 | SY | $50.00 | $3,625.00 | |
| 644 | | Small Road Sign Assembly ( TY A ) | 1 | EA | $500.00 | $500.00 | |
| 5249 | | Temporary Sediment Control Fence (Install) | 312 | LF | $8.00 | $2,496.00 | |
| 5249 | | Temporary Sediment Control Fence ( Remove) | 312 | LF | $4.00 | $1,248.00 | **$ 65,914.80 Roadwork Allocation** |
| | | **Subtotal** | | | | **$71,041.25** | **$ (5,126.45) Cost Overrun** |
| | | **DRAINAGE** | | | | | |
| 464 | | RCP ( CL III ) (18") | 54 | LF | $25.00 | $1,350.00 | |
| 464 | | RCP (CL III ) (15" ) | 880 | LF | $15.00 | $13,200.00 | |
| 467 | | Safety End Treatment | 2 | EA | $750.00 | $1,500.00 | |
| 447 | | Driveways ( TY PRB-1) (AC.P) (1") | 447 | SY | $25.00 | $11,175.00 | |
| 530 | | Driveways ( TY PRB-1) (Concrete) | 510 | SY | $20.00 | $10,200.00 | **$ 45,805.20 Drainage Allocation** |
| | | **Subtotal** | | | | **$37,425.00** | **$ 8,380.20 Cost Underrun** |
| | | | | **Grand Total** | | **$108,466.25** | |

Funds from drainage in this account can be transferred from object 733 to 734 within the same account

**AI-8163** **19.I.2.**

# BCAP PRECINCT NO 3 - LA HOMA CERTIFICATE OF COMPLETION DATE

## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Laura Moya, PURCHASING DEPT.
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** CAP Pct.3

### Information

**CAPTION**

Rescind action taken by CC on 2/20/2008 "Requesting approval of Certificate of Construction Completion submitted by project engineer Javier Hinojosa Engineering reflecting the completion date of March 13, 2007" to reflect the correct date of November 14, 2007 for La Homa Road North Subdivision with contractor Juan Mendoza Corporation dba J.M. Construction. C-CAP-07-009-03-13

**BACKGROUND**

### Fiscal Impact

### Attachments

Link: completion certificate

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/28/2008 11:32 AM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/28/2008 11:55 AM | APRV |
| 3 | Rey Salazar | Rey Salazar | 02/29/2008 08:11 AM | APRV |
| 4 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Laura Moya | | | Started On: 02/27/2008 05:05 PM | |
| Final Approval Date: 03/03/2008 | | | | |

## CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON **NOVEMBER 14, 2007** A FINAL INSPECTION was made of the project herein described:

**CONTRACT**

DATE: **March 13, 2007**

OWNER: **Hidalgo County Precinct No. 3**

CONSTRUCTION CONTRACTOR: **Juan Mendoza Corporation dba J.M. Construction** OF THE CITY OF **WESLACO**, STATE OF TEXAS.

**PROJECT DESCRIPTION**

CONSTRUCTION OF: **Border Colonia Access Project**
**La Homa Road North Subdivision**
CONTRACT # C-CAP **07-009-03-13**
Located in or near the **Hidalgo County Precinct #3**

**THIS 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 exception: **None**

2. That the sum of (0), deducted from final payment of the **Juan Mendoza Corporation dba J.M. Construction**, is a fair and equitable settlement for the foregoing except work.

3. That **Juan Mendoza Corporation dba J.M. Construction**, has presented a "Certificate of Release" stating under oath, that all claims arising out of the performanee of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That **Juan Mendoza Corporation dba J.M. Construction**, has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good faulty workmanship and/or materials discovered in the work within a period of one year from date of final inspeetion, as provided in said eontract.

5. | | |
   |---|---|
   | Amount of Original Contract : | $343,983.10 |
   | Present Amount of Contract: | $336,610.10 |
   | Total Amount of earned to date: | $336,610.10 |
   | Less: previous payments: | $262,466.19 |
   | Authorized deductions: | $ 0.00 |
   | **AMOUNT OF FINAL PAYMENT:** | **$ 33,661.01** |

6. That the final payment in the amount of **($33,661.01)** is now due and payable.

**CONCURERED BY:**

**Juan Mendoza Corporation dba J.M. Construction**

By: _____
Juan Mendoza, President

**Javier Hinojosa Engineering**

By: _____
Javier Hinojosa, P.E.

**Hidalgo County**

By: _____
Juan D. Salinas, III, County Judge

**AI-8131** **19.J.1.**

## Computer Purchases
## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Matilde Faz, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Sheriff's Office

### Information

**CAPTION**

Requesting authority to purchase computer equipment and peripherals from awarded vendor through our membership/participation with (DIR) Department of Information Resources SHI Government Solutions, Inc. DIR-SDD-223 requisition #127428 in the amount of $6,208.00

**BACKGROUND**

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 81284421512800300665
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Amount available in requisition # 127428

### Attachments

Link: COMPUTER PURCHASE

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/28/2008 11:15 AM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/28/2008 11:48 AM | APRV |
| 3 | Erika Reyna | Erika Reyna | 02/28/2008 01:56 PM | APRV |
| 4 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Matilde Faz Started On: 02/27/2008 09:43 AM

Final Approval Date: 03/03/2008

# Requisition

## SHERIFF'S LAW ENFORMENT FACILITY

Req # 00127428
PO #
Date: 02/20/08

Regular #8131 3/6/08

**Bill To:** x
x

**Vendor :** 287199
SHI GOVERNMENT SOLUTIONS, INC.
1250 CAPITAL OF TX HWY
**BLDG. 1 #350**
AUSTIN TX 78746
FAX (512)732-0232

**Ship To:** SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

**Contact:** **M. HINOJOSA**
**956-393-6024**

**Contract No:**

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 8 | EACH | HP COMPAQ BUSINESS DESKTOP<br>DC 7800-USDT-1xCORE 2 DUO E4500-2.2GHZ<br>RAM 1 GB-HDD 1x80 GB-DVD+-RW (+-RDL)/DVD-RAM-GMA-3100-<br>GIGABIT ETHERNET<br>WIN XP PRO-MONITOR: NONE-SMART BUY<br>HP-DESKTOP & ACCS-PART | 776.00 | 6,208.00 |
| | | Account No | Encumbrance | |
| | | 8-1284-421-51-280-030-0-665 | 6,208.00 | |
| | | | Freight | .00 |
| | | | Total | 6,208.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

Computers

DIR

**Authorized By:** _____

Date Entered: 02-20-08
Requisition #: 127428
Date Approved:
P.O. #

# HIDALGO COUNTY SHERIFF'S OFFICE
## I.T. REQUISITION

received 2/21/08 fb

**DATE:** 02/20/08
**REQUESTED BY:** JAVIER CHAPA - I.T. SPECIALIST
**BUDGET:** 8-1284-421-51-280-030-0-665
**OBJECT NUMBER:** 665-MINOR COMPUTER EQUIPMENT
**CURRENT BALANCE:** $8,256.00
**EXPENDITURE AMOUNT:** $6,208.00
**NEW BALANCE:** $2,048.00
**PURPOSE FOR EXPENDITURE:** UPGRADE COMMUNICATIONS COMPUTER EQUIPMENT

| LINE # | ITEM & DESCRIPTION | ITEM # | QTY | UOM | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|
| 1 | HP COMPAQ BUSINESS DESKTOP<br>DC 7800-USDT-1xCORE 2 DUO E4500/2.2 GHZ<br>RAM 1 GB-HDD 1x80 GB - DVD+- RW(+ - RDL)/DVD - RAM -GMA 3100 - GIGABIT ETHERNET<br>WIN XP PRO- MONITOR: NONE-SMART BUY<br>HP-DESKTOP & ACCS-PART | KA371UT#ABA | 8 | EACH | $776.00 | $6,208.00 |

**SHIPPING:** (N/A) **$0.00**
**GRAND TOTAL:** **$6,208.00**
**ESIMATED DELIVERY DATE:** **1 WEEK AFTER P.O. IS RECEIVED**
**INTERNAL NOTES:** **DIR# DIR-SDD-223**

**Awarded Vendor :** **SHI GOVERNMENT SOLUTIONS** **1.800.870.6079**
**1250 CAPITAL OF TEXAS HWY SOUTH** **CONTACT PERSON: JEFF DeMODNA**
**I-350** **$6,208.00**
**AUSTIN, TX., 78746**

Quote: CDW-G GOVERNMENT INC. 1.866.224.6448
230 N. MILWAUKEE AVE. CONTACT PERSON: JAY CARLILE
VERNON HILLS, IL., 60061 **$6,490.88**

Quote: HP PUBLIC SECTOR ONLINE STORE 1.888.202.4682
http://gem.compaq.com/gemstore/ENTRY.ASP?SITEID=12486 CONTACT PERSON: WEBSITE
**$6,632.00**

AUTHORIZED BY: _____ APPROVED BY: _____
DIVISION COMMANDER ADMINISTRATIVE LIEUTENANT

REVIEWED BY: _____ APPROVED BY: _____
PROCUREMENT SPECIALIST CHIEF DEPUTY

<Jeff_DeModna@gs.shi.com>
02/15/2008 10:11 AM

To <javier.chapa@hidalgoso.org>
cc
bcc
Subject SHI Quote 2508190, Hewlett Packard

Government Solutions

Pricing Proposal
Quotation #: 2508190
Created On: Feb-15-2008
Valid Until: Feb-29-2008

## Hidalgo County

### Javier Chapa

Phone:
Fax:
Email: javier.chapa@hidalgoso.org

## Inside Sales Representative

**Jeff DeModna**
1250 Capital of Texas Hwy South
I-350
Austin, Tx 78746
Phone: 800- 870-6079
Fax: 512-732-0232
Email: Jeff_DeModna@gs.shi.com

All Prices are in US Dollar(USD)

| | Product | Qty | Your Price | Total |
|---|---|---|---|---|
| 1 | HP Compaq Business Desktop dc7800 - USDT - 1 x Core 2 Duo E4500 / 2.2 GHz - RAM 1 GB - HDD 1 x 80 GB - DVD±RW (±R DL) / DVD-RAM - GMA 3100 - Gigabit Ethernet - Win XP Pro - Monitor : none - Smart Buy<br>HP - Desktops & Accs - Part#: KA371UT#ABA | 8 | $776.00 | $6,208.00 |
| | | | Total | $6,208.00 |

**Additional Comments**

**The Items above are available under DIR contract # DIR-SDD-223**

*Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.*

SHI-Quote-2508190.htm

CDWG

**800.581.4239**

To forward this quote, click "Send quote to an associate." To convert this quote to an order, click "Add to Cart."

**Quote Information**

Send quote to an associate

**Quote #:** JWJ1778

**Status:** Open

**Quote Date:** 2/15/2008

**Contact:** JAVIER CHAPA

**Description:** DESKTOP X8 QUOTE

**Need Help?**



Contact
**Jay Carlile**
Phone: (866) 224-6448
Fax: (312) 705-9492
E-Mail quote to Jay

**Billed From Address**

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

**Billing Address**

JAVIER CHAPA
JAVIER CHAPA
ATTN: HIDALGO COUNTY
701 E EL CIBOLO RD
COMPUTER DEPT
EDINBURG , TX 78541-7771

(956) 393-6031

**Shipping Address**

HIDALGO COUNTY PD
ATTN: JAVIER CHAPA
701 E EL CIBOLO RD
COMPUTER DEPT
EDINBURG , TX 78541-7771

**Payment Method**

Select payment method during checkout.

**Shipping Method**

DHL Ground Service

| Product | Contract | CDW | Mfg Part # | Qty | Price | Ext. Price |
|---|---|---|---|---|---|---|
| HP Compaq Business Desktop dc7800 - Core 2 Duo E4500 2.2 GHz | Tcpn Contract #r4713 | 1313355 | KA371UT#ABA | 8 | $811.36 | $6,490.88 |
| HP memory - 1 GB - SO DIMM 200-pin - DDR II | Tcpn Contract #r4713 | 1376028 | GM254AA | 8 | $54.66 | $437.28 |
| HP Integrated Work Center Stand monitor/desktop stand | Tcpn Contract #r4713 | 1291200 | GN783AA | 8 | $99.65 | $797.20 |
| | | | | | **Sub-Total** | $7,725.36 |
| | | | | | Shipping: | $0.00 |
| | | | | | **Grand Total** | $7,725.36 |

*Tax may change if this quote is amended by your account manager.

ADD TO CART




# ONLINE PRICE QUOTATION

**Quote Number: 1546354**
Today's Date : 2/15/2008 9:37:34 AM
Created By: javier.chapa@hidalgoso.org

**Quote Name: HPComm**
Quote Created Date : 2/15/2008 9:36:39 AM
Contract: TX - TEXAS DIR-SDD-223 ( TXDIR )

**Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.**
*Use the File - Print option to print this form for your future reference.*

| Items/description | Part no | Unit price | Qty | Ext price |
|---|---|---|---|---|
| ▪ Genuine Microsoft® XP Professional<br>▪ Microsoft® Windows® Vista capable<br>▪ Intel® Core 2 Duo E4500<br>▪ 80GB 1.5" SMART IV HDD<br>▪ Slim DVD+/-RW SuperMulti Lightscribe Optical Drive<br>▪ 1GB SODIMM DDR2 800MHz (2 DIMM)<br>▪ 80 PLUS Power Supply<br>▪ Energy Star<br>▪ 2007 Microsoft® Office Ready (60 Day)<br>▪ Symantec AntiVirus-60 day Live Update | **Base** | $829.00 | 8 | $6,632.00 |
| HP dc7800 Business Ultra-Slim Desktop<br>**Operating system**<br>Genuine Windows® XP Professional<br>**Energy Star Compliance**<br>ENERGY STAR® Enabled Configuration<br>**Power supply**<br>80PLUS Power Supply<br>**Processor**<br>Intel® Core™ 2 Duo E4500 (2.2/800/2M)<br>**Chipset**<br>Intel® Q35 chipset integrated<br>**Memory**<br>1GB SODIMM DDR2 800MHz (2 DIMM)<br>**Hard drives**<br>80GB 1.5-inch SMART IV hard drive<br>**Optical drive**<br>Slim 8X SuperMulti LightScribe drive<br>**Keyboard**<br>PS/2 Standard keyboard<br>**Mouse**<br>USB 2-Button Optical Scroll Mouse<br>**Productivity software**<br>2007 Microsoft® Office Ready<br>**Warranty**<br>3-3-3 warranty USDT | **KA371UT#ABA** | | | |

**Subtotal: $6,632.00**

**Estimated Lease Cost: $214.81**

The terms and conditions of the TX - TEXAS DIR-SDD-223 will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this quote was created, go to:
http://gem.compaq.com/gemstore/entry.asp?SiteID=12486

* The estimated lease cost is the monthly payment amount for a lease commencing on or before 3/16/2008 with a term of 36 months and a fair market value purchase option at the end of the lease term. This and other leasing and financing options are available through Hewlett-Packard Financial Service Company (HPFSC) or one of its affiliates to qualified education and state and local customers in the U.S. and subject to credit approval and execution of standard HPFSC documentation. Fees and other restrictions may apply. This is not a commitment to lease. Rates and payments are subject to change at any time without notice. Leasing and financing options for Federal governmental agencies (subject to a $50,000 minimum) are available from Hewlett-Packard Company. For more information, call Hewlett-Packard Financial Services Company at 1-888-277-5942 and talk to a financial services representative who specializes in supporting government and education entities.

* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

* Please contact HP Public Sector Sales with any questions or for additional information:

| | | | |
|---|---|---|---|
| K12 Education: | 800-888-3224 | Higher Education: | 877-480-4433 |
| State Local Govt: | 888-202-4682 | Federal Govt: | 800-727-5472 |
| Fax: | 800-825-2329 | Returns: | 800-888-3224 |

* For detailed warranty information, please go to www.hp.com/go/specificwarrantyinfo . Sales taxes added where applicable. Freight is FOB Destination.

**AI-8158** **19.J.2.**

# HCSO-Extension-LCS Corrections Services Inc-Housing of Inmates
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Letty Saenz, PURCHASING DEPT.
**Submitted For:** Letty Saenz
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Sheriff's Office

## Information

**CAPTION**

Requesting authority to exercise the sixth (6th) year of the additional ten (10) one (1) year term extension as provided in current contract for: "Housing of Inmates" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with LCS Corrections Services Inc - Effective: 03/31/08 - 03/30/09.

**BACKGROUND**

Letter of Extension-LCS Corrections Services

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-423-21-280-002-0-590
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$1,000,000 available balance as of 02/28/2008.

**FISCAL YEAR:** **ACCT. #:**
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

## Attachments

Link: Extension-LCS Corrections Services Inc

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/28/2008 11:23 AM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/28/2008 11:53 AM | APRV |
| 3 | Rey Salazar | Rey Salazar | 02/28/2008 03:25 PM | APRV |
| 4 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Letty Saenz | | | Started On: 02/27/2008 04:51 PM | |

Final Approval Date: 03/03/2008

# *GOTTLIEB & GOTTLIEB, P.A.*

***Attorneys and Counselors at Law***

**2475 Enterprise Road, Suite 100**
**Clearwater, Florida 33763**
**(727) 791-1977**
**FAX 791-8090**


February 22, 2008

The County of Hidalgo
Leticia Saenz
100 E. Cano, 4th Floor, Admin Bldg.
Edinburg, TX 78539

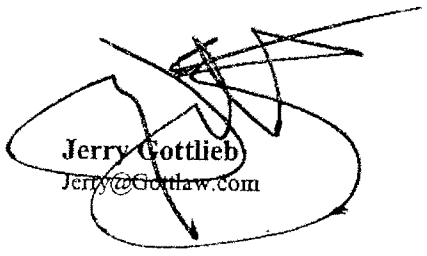
**IN RE: LCS Corrections Services Inc.**
**Extension Agreement No. C-07-146-03-13**

Dear Leticia Saenz:

Enclosed please find the signed *Extension-Agreement* for the Housing of Inmates in Hidalgo County for a period of one additional year effective as of March 31, 2008.

Should you have any questions or wish to discuss this matter further, please feel free to contact us.

Sincerely yours,




ea
Encs.

# PURCHASING DEPARTMENT
County Of Hidalgo

## CORRECTED CORRESPONDENCE

February 15, 2008

Jerry Gottlieb, Chairman of the Board
**LCS CORRECTIONS SERVICES, INC.**
2475 Enterprise Road, Suite 300
Clearwater, Florida 33763

Via Facsimile (727) 791-8090
Via E-mail jerry@gottlaw.com

*Re: Extension of Contract No. E-07-146-03-13 - "Housing of Inmates"- Hidalgo County Sheriff's Office*

Dear Mr. Gottlieb:

Commissioners' Court will take applicable action (Thursday, March 6, 2008) in connection with the Hidalgo County's option to extend/renew for the **(sixth 6th year)** of the additional ten (10) 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 March 31, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, February 25, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: 2-22-08

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-8151** **19.J.3.**

# Aproval of agreement with Lexis Nexis for the Sheriff's Office
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.
**Submitted For:** Rocio Villarreal
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Sheriff's Office

## Information

**CAPTION**

A. Requesting exemption from competitive bidding requirement under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County with Lexis Nexis.

B. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):
-Sheriff's Office

**BACKGROUND**

Agreement is being revised. Will provide copy of draft agreement no later than Friday, February 29, 2008.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-415-00-200-002-0-534
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 2-28-08 $38,614.42

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/28/2008 11:15 AM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/28/2008 11:50 AM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 02/28/2008 01:30 PM | APRV |
| 4 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Rocio Villarreal | | | Started On: 02/27/2008 04:18 PM | |
| Final Approval Date: 03/03/2008 | | | | |

**AI-8110** **19.K.1.**

## "Substance Abuse Treatment Services"
## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Vangie Garcia, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department **Purchasing only:** Adult Probation

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### Information

**CAPTION**

Requesting ratification of publication of advertisement (in as much as deadline for newpaper was prior to CC meeting) and approval of draft requirements, scope of services and/or specifications for the following project: Request for Proposals for: "Substance Abuse Treatment Services" (services only) for the Hdialgo County Community Supervision and Corrections Department RFP No. 2008-036-03-26-VYG.

**BACKGROUND**

Draft RFP Specifications/Requirements for the "Substance Abuse Treatment Services" were developed and drafted by the Purchasing & Adult Probation Departments and forwarded for review to Mr. Tom Espy with the "Texas Department Of Criminal Justice Community Justice Assistance Division."

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### Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Grant has not been established between State and Hidalgo County Community Supervision And Corrections Department (CSCD) until further notice as per Mr. Joe Lopez.

As per Mr. Joe Lopez, Director of the Hidalgo County's Adult Probation Department, advises the Purchasing Dept. that grantor is holding funds for this type of program. Mr. Lopez desires to solicit the proposals first to determine the amount of funding needed and thereafter request and secure sufficient monies to fund the project.

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### Attachments

Link: Exhibit A Requirements

Link: Exhibit B Evaluation

Link: Additional Specifications and Requirements

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/27/2008 01:23 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/27/2008 01:45 PM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 02/27/2008 02:06 PM | APRV |
| 4 | Auditor's Office | Linda Fong | 02/29/2008 04:57 PM | APRV |
| 5 | Mike Escaname | | 03/03/2008 08:56 AM | NEW |

Form Started By: Vangie Garcia  Started On: 02/26/2008 09:05 AM

Final Approval Date: 03/03/2008

# EXHIBIT B

# EVALUATION CRITERIA

## HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTION DEPARTMENT (CSCD) REQUEST FOR PROPOSALS

## "SUBSTANCE ABUSE TREATMENT SERVICES"

DRAFT

# SELECTION/EVALUATION/RANKING CRITERIA

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services and ay other factors found necessary for quality services. Hidalgo County Community Supervision And Corrections Department will evaluate the proposal utilizing the evaluation criteria outlined. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal. Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County Community Supervision And Corrections Department to the following:

1. Proposed Price Per Unit Of Service
   - Per diem cost
   - In considering the proposals, the CSCD reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including price per day/hour.

2. Program Design
   - The manner in which the minimum requirements are met and the extend to which these requirements are exceeded.
   - Completion of all aspects and information asked for in this RFP and the attachments thereto.
   - Proposer's services and treatment activation plan and time frames and dates.
   - Proposer's program performance measures, evaluation, and monitoring procedures.
   - The adequacy, and extent of Proposer's financial resources and insurance coverages.

3. Proposer's Experience
   - Proposer's qualifications (e.g. Experience/Licenses/Certificates of management and staff). Please note if individual is a full time salaried employee or a consultant with limited offender contact.
   - Evidence of Proposer's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.
   - Proposer's experience in working with the target population being addressed in the proposal.

4. Proposer's Operations Plan and Budget:
   - Required to be submitted
   - In compliance as requested in the "Contract Management Manual for TDCJ-CJAD."

DRAFT

**HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTION DEPARTMENT (CSCD)**
**"SUBSTANCE ABUSE TREATMENT SERVICES"**
**RFP NO: 2008-036-03-19-VYG**

## RFP EVALUATION FORM

| **Selection Criteria** | **Points** | **Score** |
|---|---|---|

1. Proposed Price Per Unit Of Service**:**
   - Per diem cost
   - In considering the proposals, the CSCD reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including price per day/hour.

**40** _____

Comments/Rationale For Points: _____

2. Program Design:
   - The manner in which the minimum requirements are met and the extend to which these requirements are exceeded.
   - Completion of all aspects and information asked for in this RFP and the attachments thereto.
   - Proposer's services and treatment activation plan and time frames and dates.
   - Proposer's program performance measures, evaluation, and monitoring procedures.
   - The adequacy, and extent of Proposer's financial resources and insurance coverages.

**25** _____

Comments/Rationale For Points: _____

3. Proposer's Experience:
   - Proposer's qualifications (e.g. Experience/Licenses/Certificates of management and staff). Please note if individual is a full time salaried employee or a consultant with limited offender contact.
   - Evidence of Proposer's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.
   - Proposer's experience in working with the target population being addressed in the proposal.

**20** _____

Comments/Rationale For Points: _____

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4. Proposer's Operations Plan and Budget:
    - Required to be submitted
    - In compliance as requested in the "Contract Management Manual for TDCJ-CJAD." **15** _____

Comments/Rationale For Points: _____

**Total Score** _____

Provider: _____

Evaluator: _____ Date: _____

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# Hidalgo County Community Supervision And Correction Department (CSCD)
# Request For Proposals
# "Substance Abuse Treatment Services"

## Additional Requirements, Qualifications, Specifications, Instructions, and Eligibility Criteria

**SCOPE OF SERVICES:**

Hidalgo County is seeking proposals for vendors to provide "Substance Abuse Treatment Services for Hidalgo County Community Supervision And Correction Department for a period of one (1) year with the County's option to renew/extend two (2), one year extensions, at the same rates, terms and conditions. ***Hidalgo County Community Supervision and Correction Department has the facility in place, only the services for "Substance Abuse Treatment Services" are being requested to be provided in the existing facility.***

**PRE-PROPOSAL MEETING:**

A pre-proposal conference will be held at _____, on _____, at _____.

**PROGRAM MISSION:**

1. Protect the public interest and safety of the community;
2. Provide services to the courts in the enforcement of their orders;
3. Provide services that meet the needs of pre-trial offenders placed on community supervision to assist them in becoming law-abiding citizens;
4. Provide programs and activities designed to reduce the impact of crime;
5. Provide alternate sanctions and options to the court for sentencing and supervision.

**OVERVIEW:**

Any contract that is offered and furnished by CSCD to Proposer under this RFP will be a FEE FOR SERVICE type contract with cost justification. Such offered contract will contain terms and conditions similar to those set forth in the *Contract Management Manual for TDCJ Funding of Offender Services* (June 1, 2007) as such provisions therein may be revised by CSCD and Proposer to conform to the circumstances.

If a contract is offered and furnished by CSCD to Proposer, it is anticipate that the proposal, and the related operations and budget information as submitted in response to this RFP, will be attached ad incorporated by reference into such contract as entered into and executed by the parties. Under these circumstances, therefore, the Proposer's **Vendor Operations Plan and Budget** as included in the proposal will become legally binding upon the Proposer and CSCD. Such Vendor Operations Plan and related Budget will govern the process, circumstances, and terms under which the Proposer's substance abuse treatment will be provided. With respect to the Vendor Operations Plan and the related Budget, see also: *Contract Manual for TDCJ-CJAD Funding of Offender Services,* at pp. 25-32 (July 1, 2007). In the case of any actual or alleged disagreement, discrepancy, or conflict between the contract as entered into between CSCD and Proposer and the Vendor Operations Plan and Budget as incorporated therein, the language and provisions of the contract shall take precedence and prevail.

In all events, Proposer must ensure that only reasonable and allowable costs are used in the cost justification set forth in the **Vendor Operational Plan and Program Budget** and other provisions of their proposal submitted in response to this RFP. If during the term of any contract that may be offered and furnished to Proposer, unallowable or unreasonable costs or monies that are expended by Proposer in contravention of the requirements and specifications contained in this RFP, Proposer may be subject to contractual liabilities, damages, and in addition under certain circumstances to criminal sanctions.

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If a formal written contract is negotiated and entered into between Proposer with CSCD, it is anticipated that the format, terms and provisions, of such contract will be substantially as set forth at Section VI pp. 43-72 of the *Contract Management Manual for TDCJ-CJAD Funding of Offender Services* (July 1, 2007). Such contract format, suggested terms and provisions therein, are incorporated in this RFP by reference; and for Proposer's convenience these pages from this referenced Contract Manual are also reproduced in this RFP. Prior to its furnishing of a formal contract to Proposer, CSCD reserves the right to revise or modify such contract format, terms and conditions as may be deemed appropriate under the circumstances and to accommodate any changes or revisions that may occur to the applicable the TDCJ-CJAD Standards, Guidelines, TDSHS rules, legislation, or other requirements.

**OVERVIEW OF REQUIRED SERVICES:**

Hidalgo County Community Supervision And Correction Department is seeking "Substance Abuse Treatment Agencies" to provide services to substance abusing offenders that the designated Hidalgo County Community Supervision And Correction Department's staff have determined to be unable to pay in part and/or in total, for these services. This may and often does include offenders who have violent or sexual offenses or have mental illness. **Exceptions to these or any type of offender should be noted.**

The level of services to be provided includes supportive residential and outpatient services-supportive. **A vendor may respond to any or all level of services.**

Any contracts that may be awarded to Proposer related to this RFP will be for "Substance Abuse Treatment Services" **only**. Hidalgo County Community Supervision And Correction Department has the facility for the services being requested. Services such as anger management, cognitive behavioral and life skills can be included by a Proposer in treatment to the extent they are inclusive in a substance abuse treatment program, and related to the specific issue of substance abuse.

Under any contract that may b awarded related to this RFP, Proposer will be obligated to submit one (1) copy of each month of an itemized invoice for payment for services being provided. In addition, government agencies or entities that provide services may be required to use the forms and procedures specified by Hidalgo County Community Supervision And Correction Department (CSCD). Proposers may be required to submit billing electronically to Hidalgo County Community Supervision and Correction Department on software provided by TDCJ-CJAD.

At all times Hidalgo County Community Supervision And Correction Department retains control over the offenders that may be referred by Proposer to government agencies or third parties to provide other or additional substance abuse treatment services. If an offender is determined by Proposer to be in need of additional or different treatment services, such offender is to be referred back to Hidalgo County Community Supervision And Correction Department for a determination as to what, if any, further action or treatment should occur. The policies and procedures that pertain to the circumstances for these additional and other referrals, if any, that may occur shall be addressed in the written "Vendor Operational Plan" as submitted by Proposer in response to this RFP for consideration to be incorporated into the contract as entered into between Hidalgo County Community Supervision And Correction Department and Proposer. See also in this regard, *"Contract Management Manual Of TDCJ-CJAD Funding Of Offender Services"* (July 1, 2007), Section III, Item H at pp. 25-32 (Vendor Operational Plan and Performance Measures); and Section IV at pp. 43-72 (Substance Abuse Treatment Services Operations Agreement For Community Corrections Departments).

The proposal submitted by Proposer, including the above-referenced Vendor Operational Plan submitted shall describe and define Proposer's diagnosis and assessment criteria, performance measures, and coordination activities that relate to the identification of treatment or medical needs beyond the scope of the services to be provided by Proposer.

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If required, Proposer at no additional cost to Hidalgo County Community Supervision And Correction Department must agree to provide appropriate testimony, affidavits, and documents for any court proceedings and trials related to its treatment and other services for Hidalgo County Community Supervision and Correction Department and offenders. See, Substance Abuse "Treatment Services" Operations Agreement for Community Supervision And Corrections Departments, *Contract Management Manual for TDCJ-CJAD Funding of Offender Services,* Art, I.,§1.11 at p. 49 (July 1, 2007).

**REQUIRED INFORMATION:**

Describe eligibility criteria for persons on community supervision/probationers/pre-trail intervention, including any special client characteristics (i.e. level of intellectual functioning, homeless, indigent, etc.). Also include which offenders, if any, would be ineligible to be clients of Proposer (i.e., offense categories, criminal history information, etc.). A Proposer must include information on how their activities, services and treatment will be conducted so as to fulfill the requirements of the Americans with Disabilities Act, 42 U.S. C. §12132, and the regulations promulgated there under. Hidalgo County Community Supervision And Correction Department may consider proposals to provide substance abuse treatment services for Special Needs Offenders at higher rates.

**PROGRAM DESCRIPTION:**

1) Describe all services to be provided by Proposer, and specify if all services are provided to all persons on community supervision, probationers, and pre-trail offenders.

2) Describe Proposer's services and treatment goals and objectives, including how an individualized client treatment plan is developed. Describe other types of treatment plans you will use.

3) Describe all responsibilities that are to be placed upon persons on community supervision, probation and pre-trial offenders responsibilities that are to participate in Proposer's treatment and services (i.e., homework assignments, practice sessions, etc., include frequency, number and time frame where appropriate).

4) Describe the Proposer's experience and history, if any, I working with offenders or clients who are, or were, involved with the criminal justice system in Texas or elsewhere.

5) Specific requirements for Residential Treatment Services:
   a. Describe the procedure used by Proposer, and the information that is necessary, for an offender to be admitted to their program services and/or treatment;

   b. Describe any diagnostic assessments and instruments that will precede the provision of program services and/or treatment for an offender. Describe any post-program service and/or treatment assessment that will be conducted. Describe why these particular assessments or instruments will be utilized;

   c. Describe how and in what time frame and under what circumstances an individualized client treatment plan is developed by Proposer;

   d. Describe minimum /maximum length of program participation for an offender;

   e. Describe how client progress is measured by Proposer for the treatment services. Describe what criteria are used by Proposer to determine when to release a client early, or request an extension;

   f. Describe Proposer's communication process and frequency of communication between its staff and Hidalgo County Community Supervision And Correction Department and/or supervising Community Supervision/Pre-Trial Officers (by telephone, written reports, e-mail, etc.). Specify if

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the communication process or frequency of the communications with Hidalgo County Community Supervision And Correction Department will vary during the duration of the services and/or treatment being provided by Proposer;

g. Describe Proposer's client discharge/termination procedure (successful/unsuccessful) from "Substance Abuse Treatment Services." Include if certificates of completion will be provided by Proposer to participants; and if so, the procedure to provide a certificate to the offender, and the notification procedure to be used by Proposer to Hidalgo County Community Supervision And Correction Department and/or supervising Community Supervision/Pre-Trial Officer;

h. Describe the Proposer's staff-to-client ratio by level/type of service and treatment. Describe other relevant client supervision procedures and criteria that are to be used by Proposer;

i. Provide photocopies of all state and local facility licenses/certificates, that apply to the services/treatment at issue, and include expiration and renewal dates;

j. Describe Proposer's client files, records, format, electronic databases, frequency of entries, etc.

6. Specific requirements for Non-Residential Treatment Services:

a. Describe the procedure used by Proposer, and information that is necessary for a offender to be admitted to their program/service;

b. Describe and specify any diagnostic assessments by Propose that will precede program services and/or treatment. Describe any post-program services and/or treatment assessments that will be conducted by Proposer. Describe why these particular assessments will be utilized;

c. Describe how and in what time frame and under what circumstances an individualized client treatment plan is developed by Proposer;

d. If group counseling is provided, describe the type of group process utilized, include goals/objectives of group process, minimum/maximum number of clients in a group, specify if open or closed groups are utilized;

e. If individual counseling is provided describe counseling/the rapeutic approach utilized, specify skill development techniques utilized and goals/objectives of individual counseling;

f. Describe minimum/maximum length of program participation. (Specify program length for each level of service, *i.e.* group/individual.) Describe what criteria and processes are used by Proposer to determine when to release a client early or to request a written extension;

g. Describe how client progress is measured during program participation. Including the type and frequency of progress reports to be made to Hidalgo County Community Supervision And Correction Department and/or supervising Community Supervision/Pre-Trial Officers;

h. Describe communication process and frequency of communication between Proposer's program staff and Hidalgo County Community Supervision And Correction Department and/or the supervising Community Supervision/Pre-Trial Officers (by telephone, written reports, e-mail, etc.). Specify if communication process of frequency will vary during duration of Proposer's services/treatment;

i. Describe the Proposer's client discharge/termination procedure (successful /unsuccessful) from the program/service being provided. Include if certificates of completion will be provided by Proposer

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to participants, and if so, the procedure to provide certificate to an offender and the notification procedure to be used by Proposer to Hidalgo County Community Supervision And Correction Department and/or supervising Community Supervision/Pre-Trial Officer;

j. Describe the Proposer's staff-to-client ratio by level/type of service and treatment.

k. Describe other relevant client supervision procedures. Describe Proposer's client files, records, format, electronic databases, frequency of entries, etc.;

L. Describe, at a minimum, Proposer's program performance measures and standards, to at least the following:

1) Outputs:

a. Total number of offenders served;
b. Total number of counseling hours provided.
c. Total number of class hours provided
d. Total number of CSR hours accomplished

**Other output measures (determined by Hidalgo County Community Supervision And Correction Department**

2) Outcomes:

a. Include immediate and long-term outcomes that are specific to the program/services as set forth in the proposal;
b. Total number of successful program completions;
c. Reduction of drug or alcohol use by offenders.

**Other output measures (determined by Hidalgo County Community Supervision And Correction Department**

**PROGRAM EVALUATION METHODS:**

1) Describe Proposer's plan for determining the degree to which output and outcome objectives are met and methods that are followed.

2) Describe Proposer's plan and records for monitoring, determining, and evaluating outputs and outcomes.

3) Identify the specific employees of Proposer who are responsible for the monitoring of Proposer's performance measures, outputs, and outcomes.

4) Describe how data and records will be gathered by Proposer to determine treatment and program outputs and outcomes.

5) Describe test instruments or questionnaires that will be used by Proposer.

6) Describe Proposer's process of data analysis (if applicable).

7) Describe the evaluation reports to be prepared and produced by Proposer.

8) Describe the Proposer's Management Information System (MIS), electronic databases, and records to be used by Proposer for tracking clients in treatment and after discharge.

9) If a continued or modified program, please describe results of Proposer's program evaluation data of clients from the last two years. A new program may use data from other client populations.

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**Additional Outcomes.**

These outcomes will be measured by Hidalgo County Community Supervision And Correction Department or TDCJ-CJAD. Describe how treatment services that Proposer and program used accomplish the following goals:

a) Reduce recidivism (defined as a re-arrest for a new separate offense that is punishable by incarceration, *i.e.*, Class B Misdemeanors and up);
b) Reduce re-incarceration;
c) Reduce revocation.

**PRICING/INVOICING:**

Each proposal must respond to all portions of the RFP. All Texas Department of Criminal Justice-Community Justice Assistance Division proposal and budget guidelines must be utilized.

Please complete Attachment I(b)-Budget Information. Specify and complete a separate justification fee for service budget for each type of service provided (i.e. for intensive residential services, residential services, detoxification services, individual counseling services, group counseling services). Specify if unit cost will vary based on the number served (i.e. 10 served will cost X, 20 served will cost XY). Complete all budget forms to substantiate how unit cost was determined for each level of substance abuse service. Specify any additional cost for special population offenders including dual diagnosis, mentally impaired, etc. All proposed costs must be reasonable and necessary for providing services stated in RFP ad should not include any of the potential unallowable cost stated in Attachment I(c).

Each proposal shall be valid for 90 calendar days after the opening date of the proposal and shall constitute an irrevocable offer to the Department for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties.

The prices quoted in response to this RFP should be the full cost of treatment. Any other funds (including client participant fees) available to the Vendor form public or private sources shall be deducted from the total billable amount to Hidalgo County Community Supervision And Corrections Department.

Vendor shall submit monthly billing, by the 7th day of each month, to the CSCD director. Vendor shall include with its invoice, a list which include the identity of each offender served and the services provided. Services provided will be paid for from the appropriate fiscal year funds provided by the Texas Department of Criminal Justice-Community Justice Assistance Division (TDCJ-CJAD). Contracts are subject to availability of TDCJ-CJAD funds. All representations made by the Department are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, Community Justice Assistance Division.

Hidalgo County Auditor's Office will make payment to Vendor. Payment will be dependent upon the Department's receipt of its quarterly allotment of funds from TDCJ-CJAD.

The Department reserves the right to withhold payment to Vendor or to require Vendor to return payments received from the Department in the event Vendor's performance does not comply with the provisions of the subsequent Agreement or does not comply with applicable Department, TDCJ-CJAD standards, regulations or policies. Vendor agrees to return any unearned amounts paid by the Department within thirty (3) days following the Department's delivery to Vendor of a notice to Vendor that amounts paid are to be returned to the Department.

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**AIDS AND HIV INFECTION:**

Vendor agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Vendor and for clients and residents served by Vendor in accordance with the provisions found in Health and Safety Codes, Sections 85.112, 85.113, and 85.115.

**ACCESS TO RECORDS AND INFORMATION:**

Vendor agrees to furnish to the Department and/or the Community Justice Assistance Division (CJAD) or the Texas Department of Criminal Justice (TDCJ) such information as may be requested which relates to the services Vendor provides. Vendor shall permit the Department and/or CJAD to audit/inspect records and reports, review services and/or evaluate the performance of these services at any time. Vendor shall provide reasonable access to all the records, books, reports and other necessary data and information needed to accomplish reviews of program activities, services and expenditures. The Department will conduct quarterly site visits. The Vendor will receive from the Department, site visit procedures prior to the first schedule visit. Hidalgo County Community Supervision And Correction Department reserves the right to conduct visits, without prior notification to the vendor.

**EQUIPMENT:**

Title to any approved equipment purchase in excess of $1,000.00 per unit cost e.g., computer monitor and CPU is one unit, will vest with the Texas Department of Criminal Justice.

**VENDOR BACKGROUND/QUALIFICATIONS:**

Each proposal shall contain the following information.

1. Name, title, telephone and fax number of Proposer's contact person for all inquiries from Hidalgo County Community Supervision And Correction Department. The contact person shall be responsible for fielding all inquiries from Hidalgo County related to the proposal, and providing the Proposer's response to Hidalgo County Community Supervision And Correction Department's inquires.

2. Business form of Proposer (e.g. corporation, partnership, sole proprietorship, governmental entity, agency, etc.), if applicable.
    a) If a corporation, include the date and state incorporation;
    b) Whether Proposer is for profit business or non-profit corporation, governmental agency or entity;
    c) Names and addresses of Proposer's principal of officers, directors, or partners;
    d) Identify all employees, officers, or staff of Proposer who is actively or previously on community supervision, probation, deferred adjudication parole, or who has been convicted of a felony or Class A or B misdemeanor;
    e) A copy of Proposer's most recent financial statement (i.e. monthly, quarterly); and most recent audited financial statement—each to include corresponding balance sheet, income statement and statement of cash flow. Proposer must include an affidavit certifying that Proposer is a duly qualified, capable and otherwise bondable business entity that proposer is not in receivership or contemplates same, and has not filed for bankruptcy;
    f) A brief biography and complete resume of the person or persons who will operate/manage the services provided by proposers;
    g) The organizational chart showing Proposer's staff and management.

3. The name and address of the Proposer's insurance carrier(s), along with a letter or statement(s) from Proposer's insurance carrier(s) attesting that the insurance coverage(s) as specified in this RFP is/are either in force or available to upon Proposer.

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4. Complete reference information for all public and private institutions or agencies to which the Proposer provides or has provided similar services and treatment. Specify dates for such similar services contracts, and current rates being charged by Proposer for these contracted services.

5. A list of civil lawsuits, administrative proceedings, or investigations filed or pending at any time during the past five years, brought against, or on behalf of, Proposer, its officers, or employees.

6. A list of all criminal cases or proceedings filed or pending at any time during the past five years, brought against, or on behalf of, the Proposer, its officers, or employees.

7. Other organizations, biographical, or financial information deemed relevant by the Proposer or as requested by Hidalgo County Community Supervision And Correction Department.

8. Hidalgo County Community Supervision And Correction Department has the facility for such services and is requesting proposals for the **"Substance Abuse Treatment Services Only".** Proposer must describe the levels of treatment and services to be provided.

9. Describe when the treatment and services which are the subject of Proposal could begin.

**MINIMUM REQUIREMENTS :**

Substance Abuse Programs that are funded through the Texas Department of Criminal Justice-Community Justice Assistance Division are not required to be licensed or approved by any other state or local agency. *See*, Texas Government Code §509.003(c). Hidalgo County Community Supervision And Correction Department, however, intends that Proposers responding to this RFP design their services, treatment and activities so as to fully comply with all TDSHS substance abuse related (SA) Rules, as well as the applicable TDCJ-CJAD Substance Abuse Treatment Standards. Such Substance Abuse Treatment Standards are published at Texas Administrative Code Title 37, Part 6, Chapter §163.40.

**ADDITIONAL PROPOSAL CRITERIA:**

**Screening**

Proposer's written policies and procedures for the screening of offenders shall ensure the following:

a. Screening shall include the administration, scoring, interpretation and referral for assessment of a client to determine the probability the offender is chemically dependent;

b. Screening must be conducted by a Licensed Chemical Dependency Counselor or by an otherwise qualified person to conduct such screening who is exempt under TDSHS-SA licensure rules and/or TDCJ-CJAD Standards. Qualified Community Supervision Officers (CSOs) may also conduct the screening;

c. The screening instruments that are approved for use by Proposer for an offender to determine the possible existence of chemical dependency are the following: [i] Substance Abuse Subtle Screening Inventory (SASSI) [ii] Substance Abuse Life Circumstance Evaluation ("SALCE"), or [iii] Texas Christian University Drug Screen II ("TCUDS");

d. Screening process may be bypassed if the offender meets any of the following criteria:
(1) An offender with a documented criminal history o two or more prior arrest for offenses which involve the use or possession of alcohol or the use, possession, or sale of illegal substances.
(2) An offender who has submitted positive urine specimens.

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(3) An offender who has previously attended an outpatient or inpatient substance abuse program; or,
(4) An offender with a completed and documented screening or assessment/evaluation from another referral source that determined further assessment/evaluation of the subject offender's substance abuse history was needed.

**Evaluation/Assessment**

Proposer's written policies and procedures for the evaluation/assessment of offenders shall ensure the following:

a. The Proposer's evaluation/assessment must include the use of the Addiction Severity Index (ASI) or the Texas Department of State Health Services (TDSHS) Behavioral Health Integrated Provider System (BHIPS) Assessment as a structured or semi-structured interview;
b. The assessor must use the information and scoring to determine and document the nature and extent of a client's chemical dependency;
c. The assessor must determine and document an appropriate referral or document why a referral is not necessary. Proposer **CANNOT** conduct an evaluation/assessment and then refer the offender to them selves for treatment;
d. The ASI or BHIPS assessment interview, scoring, and referral to appropriate level of treatment, shall be performed by a Licensed Chemical Dependency Counselor, appropriately supervised Counselor Intern, or by an otherwise qualified person to conduct such evaluations/assessments who are exempt under DSHS-SA rules/TDCJ-CJAD Standards.

**Targeted Populations:**

The Proposer shall include the following target populations:

*(1) Screening, assessment/evaluation and referral of a person arrested for an offense, other that a Class C misdemeanor, in which an element of the offense is the use or possession of alcohol or the use, possession, or sale of a controlled substance or marijuana;*

*(2) screening, assessment/evaluation and referral of a person arrested for an offense, other than a Class C misdemeanor, in which the use of a person arrested for an offense, other than a Class C misdemeanor, in which the use of alcohol or drugs is suspected to have significantly contributed to the offense for which the individual has been arrested; and*

*(3) Court ordered as a condition of Community Supervision, pre-trial supervision or bond.*

The foregoing items (1) through (3) may, and often do, include offenders who have committed violent or sex offenses, or who have mental illness or impairments. Any exceptions to these, or any type of offender, that are to be provided treatment by Proposer should be noted on the cover page of their proposal.

**Budget, Accounting Records, Etc.:**

Proposers with multiple contracts with state or local governments or other agencies are required to develop budgets, accounting processes and records that allow for the verification of Proposer's rates by CSCD, TDCJ-CJAD, and any government auditors. This obligation for verification of Proposer's rates may include information as to Proposer's indirect cost rates, overhead, and cost pooling practices.

Proposer's budget included in the proposal prepared in response to this RFP should follow all applicable TDCJ-CJAD contract guidelines (Contract Management Manual for TDCJ-CJAD Funding of Offender Services); Texas Department of State Health Services (DSHS) Substance Abuse Related Rules, (See, Texas Administrative Code, Title 25, Part 1); U.S. Office of Management and Budget Circulars; OMB Circular A-87

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(Cost Principals for State, Local and Indian Tribal Governments) (amended August 2, 1997); OMB Circular A-122 (Cost Principals for Non-Profit Organizations) dated June 1, 1998): OMB Circular A-123 (Management Accountability and Control) (June 25, 1995); and OMB Circular A-127 (Financial Management Systems (revised July 23, 1993). Such OMB Circulars are available at the website for the U.S. Office of Management and Budget ("http/www.whitehouse.gov.omb/circulars.html").

The prices quoted by Proposer in a response to this RFP should be the full cost of the subject treatment. If a contract is offered and furnished by CSCD to Proposer related to this RFP any other funds (including client participant fees) available to the Proposer from public or private sources shall be deducted from the total billable amounts submitted to CSCD by Proposer.

Before the award of any contract to this RFP, Proposer may be required to furnish CSCD with satisfactory evidence as to the pecuniary and financial resources and insurance coverage's that are available to Proposer in order to fulfill the conditions of such contract. CSCD may further require that all financial reports or statements furnished reflect the Proposer's current financial status, and are certified as to accuracy by a certified public accountant.

**Subject to Availability of Funds:**
The CSCD's payment and other obligations related to the treatment services provided under any contract that may be awarded to the Proposer is subject to the availability of funds appropriated by the State Legislature as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. Any contract that may be entered into between CSCD and Proposer related to this RFP does not represent or constitute an obligation on the part of the State of Texas, the Texas Board of Criminal Justice, or the Texas Department of Criminal Justice-Community Justice Assistance Division.

**Miscellaneous:**
Under any contract that may be awarded related to this RFP, Proposer shall provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the CSCD as specified in writing), and do all things necessary for, or incidental to, the provision of the substance abuse treatment and services listed in this RFP.

**Grant Funding:**
Any contract entered into by the CSCD that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contact shall be null and void.*

**HIPPAA Compliance:**
Offeror agrees to comply with the Standards for Privacy of Individual Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPPA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPPA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPPA.

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## PRICING/DELIVERY INFORMATION

**PRICING**

Administrative expenses and communications with client, referral source, treatment providers, etc. are considered part of the unit costs and may not be billed separate and/or additional costs.

| TYPE OF SERVICE | FIXED UNIT | PROPOSED RATE |
|---|---|---|
| Residential Services | Day | |
| Outpatient Counseling-Individual | Hour | |
| Outpatient Counseling-Group | Hour | |

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**RESIDENCE CERTIFICATION/TAX FORM**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Hidalgo County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(1) "Nonresident bidder" refers to a person who is not a resident.

(2) Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a Resident Bidder of Texas as defined in
[Company Name]
Government Code §2252.001.

☐ I certify that _____ is a Nonresident Bidder as defined in
[Company Name]
Government Code §2252.001 and our principal place of business is _____.
[City and State]

Taxpayer Identification Number (T. I. N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

If you are an individual, list the names and addresses of any partnership of which you are a general partner:

_____

_____

PROPERTY: List all taxable property owned by you or above partnerships in Hidalg County.

| Hidalgo County Tax Acct. No.* | Property address or location** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

** This is the property account identification number assigned by the Hidalgo County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

**Do you carry Health Insurance on your employees? ___Yes ___No**

**If yes, what is the percentage of employees insured? _____%**

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## ATTACHMENT I(a)

## MINIMUM CRITERIA
## SPECIFICATIONS AND DEFINITIONS

**Supportive Residential Treatment.** Written policies and procedures shall ensure the following:

**(1)** All offenders admitted to Supportive Residential Treatment shall have written justification to support their admission, be medically stable, and able to function with limited supervision and support, and be able to participate in work release or community service/restitution programs.

**(2)** The program shall have adequate staff to meet treatment needs within the context of the program description, with counselor caseloads not to exceed twenty offenders, unless the program can provide research-based evidence in writing to justify a higher caseload size based on the program design, characteristics, and needs of the population served, and any other relevant factors.

**(3)** There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide for the safety and security of the offenders, according to the design of the facility and with the approval of the funding source.

**(4)** Counselors shall complete a comprehensive offender assessment and individualized treatment plan within ten working days of admission for all offenders.

**(5)** The program shall deliver no less than six hours per week of chemical dependency counseling with a cognitive-behavioral approach (one hour per month of which shall be individual counseling) for each offender.

**(6)** Counseling and education schedules shall be submitted to the funding entity for approval.

**(7)** The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings. Cognitive behavioral programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. All substance abuse treatment interventions are to evidence based programs that address concepts such as criminogenic risk/needs, responsivity and cognitive-behavioral treatment, and all programs shall possess the following hallmarks:

A. Validated treatment assessments that include criminogenic risk/need factors;
B. A treatment regimen that focuses on changing criminogenic risks, needs, behaviors and thinking patterns;
C. A treatment program that includes a specific, cognitive-behavioral program that has been recognized as effective in professional criminal justice journals;
D. Responsivity in addressing offender's needs and employment of qualified credentialed staff; and
E. Measurable outcomes to reduce substance abuse, dependency or addiction and criminogenic behaviors.

**(8)** The proposer shall have procedures to provide unimpeded access to health care services, including medical, dental, and mental health services, under the control of a designated health authority. When this authority is other than a physician, final medical judgments must rest with a single designated responsible physician licensed by the state.

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**Outpatient Treatment.** Written policies and procedures shall ensure the following:

**(1)** All offenders admitted to Outpatient treatment programs shall be medically stable, and have appropriate support systems in the community to live independently with minimal structure.

**(2)** The program shall have adequate staff to provide offenders support and guidance to ensure effective service delivery, safety, and security. Staffing patterns shall be submitted to the funding entity.

**(3)** The program shall set limits on counselor caseload size to ensure effective, individualized treatment and rehabilitation. Criteria used to set the caseload size shall be documented and approved by the funding entity.

**(4)** Didactic groups shall not exceed thirty-five offenders in a group.

**(5)** Therapeutic groups shall not exceed sixteen offenders in a group.

**(6)** For offenders in supportive outpatient programs, counselors shall complete a comprehensive offender assessment within thirty calendar days of admission for all offenders.

**(7)** For offenders in intensive outpatient programs, counselors shall complete a comprehensive offender assessment within ten calendar days of admission for all offenders.

**(8)** Intensive outpatient programs shall deliver no less than six hours per week of chemical dependency counseling with a cognitive behavioral approach.

**(9)** Supportive outpatient programs shall deliver no less than two hours per week of chemical dependency counseling.

**(10)** Counseling and education schedules shall be submitted to the funding entity for approval.

**(11)** The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings.

**(12)** The outpatient treatment stages may be utilized for residents in the work release phase of any residential substance abuse treatment program.

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**ATTACHMENT I(b)**

# Vendor Budget Form Instructions
## FY 2009
## SUBSTANCE ABUSE TREATMENT SERVICES

TDCJ-CJAD will review requests for residential and outpatient substance abuse treatment programs and services to be funded from the CSCD's grant funds. As a part of TDCJ-CJAD's funding process, vendor budgets will be reviewed to establish an allowable funding rate (e.g., bed-days, client hours) for programs, facility operations, and contracted placements. The TDCJ-CJAD approved vendor budget will become a part of the contract (as a binding attachment) between the CSCD and the Vendor. Proper completion of the attached budget forms is imperative to establish a rate per unit and, thus, to receive funding. Please follow the instructions to facilitate the assignment of rates.

**General Information:**

1. Vendors must comply with the Substance Abuse Treatment Standards as established by TDCJ-CJAD and with TDSHS-SA rules where applicable.

2. SATF vendors must comply with the TDCJ-CJAD SATF guidelines.

3. For SATFs and CRTCs, vendors must comply with TDCJ Substance Abuse Treatment and Residential Standards.

4. A separate vendor budget must be submitted for each facility operated by the vendor where applicable.

5. The cost justification must be established and rates set separately for each facility operated by the vendor.

6. Any costs paid directly by the CSCD facility should not be included in the vendor budget. Billings from the vendor to the CSCD for contract placements must be based on **actual bed use**, not on a lump sum amount each month. Vendors may charge for the day a offender/resident is admitted to the facility, but may not charge for the day of release from the facility.

7. Establishment of a daily rate is the main purpose of the vendor budget. Items included in the vendor budget must be reasonable, allowable, and necessary for program operations.

8. Vendor must comply with the attached list of unallowable expenditure items.

9. Depreciation schedules **must be attached** to the vendor budget for any equipment items budgeted for this program.

10. Requirement for indirect and/or overhead allocation **attachment, either**:

    Indirect and/or overhead cost allocation plan, including explanation of allocation method, expenditure items included, total indirect and/or overhead amount to be allocated to all vendor programs, number of programs to which allocated, and percentage allocated to the CSCD's program;

**OR,**

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A certified statement (or copy of approval letter) that the vendor's allocation plan has been approved by another state or federal agency.

1. The vendor must maintain a separate accounting system for the CSCD's program, and submit financial information to the CSCD and/or TDCJ-CJAD upon request regarding requested financial reports, fund balance information at the end of the fiscal year, etc.

2. All records on vendor expenditures must be maintained for auditing purposes, and any expenditure not properly documented may be disallowed.

3. The rate is to be based on projected outputs. **The outputs should be expressed as Total Costs divided by Residential Bed-Days** (residential bed-days is calculated as number of beds x 365).

**Expenditure Lines**

**1) Personnel Salaries:**
Please use the most logical and concise manner to convey the personnel cost of each program. Each person participating in the provision of services should be listed with the annual salary and the percent of time allocated to the program. Example:

| Position Title | Staff Name | Annual Salary | % Time | Total |
|---|---|---|---|---|
| Supervisor | Jones, Bill | $30,000 | 80% | $24,000 |

**2) Personnel Fringe Benefits:**
FICA, SUTA, Medicare, medical, dental, retirement, workers compensation, and unemployment tax are considered fringe benefits. There may be others specific to your agency. Please list as appropriate. Some items may be carried as indirect costs under the Other expenditure line.

**3) Personnel Training:**
These costs are those associated with maintaining credentials and licenses, including registration fees and in-service training. In agencies that receive funding from multiple sources, please do not assign all training to this budget. Instead, use an assignment based on the percentage of time employees receiving training are dedicated to the CSCD's residential facility.

**4) Personnel Travel:**
This expenditure line item should include only travel by personnel in the performance of CSCD residential program related business and include staff mileage reimbursement (at no more than the IRS rate per mile), per diem meals, lodging, and public transportation costs. Travel costs for residents or personal travel is not allowable in this category. Travel to training should also be included. (Expenses for agency vehicles used to transport staff and residents should be listed under the "Transportation" expenditure line.)

**5) Equipment:**
This expenditure line item may include leased equipment, insurance, and annual depreciation of equipment used in this program. For any vendor-owned equipment associated with the program, appropriate percentages may be depreciated and charged as an indirect cost in the "Other" expenditure line. Appropriate depreciation schedules must be attached with indication of total indirect costs and the percentage charged to the CSCD program.

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**6) Transportation:**
Transportation costs, such as gasoline, parking, etc., of transporting residents to and from facilities or related program activities are to be placed in this line item. Mileage logs will be required for audit purposes. Transportation costs associated with CSCD-owned vehicles will be paid from the CSCD facility budget.

**7) Consumable Supplies:**
This expenditure line includes office supplies, tests, educational supplies, posters, food for residents, housekeeping costs, postage, linens, resident medical supplies, urinalysis testing supplies, etc.

**8) Other:**
Included in this expenditure line are profit, professional services (specify type of service), insurance, pest control service, janitorial, and miscellaneous indirect costs (please specify and attach an explanation of the allocation method and expenditure items included for indirect costs, along with the percentage applicable to the CSCD program).

**9) Facility: (Not applicable-Hidalgo County Community Supervision And Correction Department has the facility-Requesting "Substance Abuse Treatment Services Only".)**

This line item includes items such as building rental, maintenance, insurance (content and liability), utilities, building depreciation or use allowance (attach schedule). Purchase or lease-purchase payments for facilities are not allowable expenditures from State funds.

All expenditures must be reasonable and allowable and related to the program. All records on vendor expenditures must be maintained for auditing purposes, and any expenditure not properly documented may be disallowed. Vendors must maintain an accounting system in accordance with the line item categorization as outlined in the Vendor Program Budget (Request for Funding) for the CSCD-funded program.

**REQUIRED ATTACHMENTS:**

Depreciation schedule for any equipment items or building that are budgeted in this program budget.

"Use allowance" documentation applicable for equipment or buildings if included in this budget.

**Either:**

Indirect and/or overhead cost allocation plan, including explanation of allocation method, expenditure items included, total indirect and/or overhead amount to be allocated to all of vendor's programs, number of vendor programs to which allocated, and percentage allocated to the CSCD's program;

**OR,**

A certified statement (or copy of approval letter) that the vendor's allocation plan that has been approved by another state or federal agency.

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# Vendor Request for Funding

## FISCAL YEAR 2008

VENDOR NAME **(**Name as Incorporated)

STREET ADDRESS CITY STATE ZIP

List any D.B.A. or A.K.A.'S E-MAIL ADDRESS

CONTACT PERSON TITLE TELEPHONE FAX

BUSINESS FORM of Vendor (Check applicable):
For Profit Corporation_____ Non-Profit Corporation_____ Partnership_____ Other_____

State where incorporated or formed: _____ Date of Incorporation or formation: _____

TYPE OF RESIDENTIAL FACILITY:

INDICATE ALL THAT ARE APPLICABLE: Total Number of Beds:_____ Male:_____ Female:_____

SPECIFIC NAME, PHYSICAL LOCATION, PHONE NUMBER AND NUMBER OF BEDS BY GENDER FOR **EACH FACILITY OPERATED BY VENDOR**:

*Facility Name:* *Location*: *Male Beds:* *Female Beds:*

INSURANCE PROVIDER (S):_____

I certify that all information contained in this application, including all attachments and supporting materials, is true and correct to the best of my knowledge.

Signature of Authorized Official Title Date

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Summary Budget for Purchase of Services

# FISCAL YEAR 2008

Vendor: _____

City: _____

Contract Period: _____

| COST CATEGORY | COST |
|---|---|
| Personnel – Salaries | $ |
| Personnel – Fringe Benefits | $ |
| Personnel – Training | $ |
| Personnel – Travel | $ |
| Equipment | $ |
| Transportation | $ |
| Consumable Supplies | $ |
| Other | $ |
| Facility | $ |
| **TOTAL** | $ |

Total Units Service Per Year (example: Bed days per year):

Cost Per Unit:

Show Computation:

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**BUDGET JUSTIFICATION**

# 1.Personnel Salaries

| Vendor: |
|---|

Personnel—Salaries ****Please show mathematical computations as to how total cost was derived****

| Position or Title | Staff Name or •Vacant | Annual Salary | % Time for Job | Total |
|---|---|---|---|---|
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| TOTAL | | | | |

Note: Use as many additional pages as needed

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**BUDGET JUSTIFICATION**

# 2. Personnel Fringe Benefits

| Vendor: |
|---|

****Please show mathematical computations as to how total cost was derived****

| Fringe Benefits Based on Salaries Paid: | Total |
|---|---|
| FICA | $ |
| | |
| | |
| | |
| SUTA | |
| | |
| | |
| WORKMAN'S COMP. | |
| | |
| | |
| MEDICAL BENEFITS | |
| | |
| | |
| | |
| OTHER: (Describe) | |
| | |
| | |
| | |
| TOTAL FRINGE BENEFITS | $ |

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**BUDGET JUSTIFICATION**

# 3. Personnel Training

| Vendor: |
|---|

****Please show mathematical computations as to how total cost was derived****

| Purpose (List Conference Fees, Describe In-Service Training Costs) | Total |
|---|---|
| | $ |
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| TOTAL PERSONNEL TRAINING | $ |

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**BUDGET JUSTIFICATION**

# 4. Personnel Travel

| Vendor: |
|---|

****Please show mathematical computations as to how total cost was derived****

| Purpose (List Staff Mileage and rate used, Per Diem and rate, Public Transport) | Total |
|---|---|
| | $ |
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| TOTAL PERSONNEL TRAVEL | $ |

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**BUDGET JUSTIFICATION**

# 5. Equipment

| Vendor: |
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****Please show mathematical computations as to how total cost was derived****

| Purpose (All Equipment will be purchased by CSCD residential facility.) | Total |
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| | |
| TOTAL EQUIPMENT | $ |

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**BUDGET JUSTIFICATION**

# 6. Transportation

| Vendor: |
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****Please show mathematical computations as to how total cost was derived****

| Purpose (List All Project Transportation Costs for Transport of Residents) | Total |
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| | $ |
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| TOTAL TRANSPORTATION COSTS | $ |

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**BUDGET JUSTIFICATION**

# 7. Consumable Supplies

| Vendor: |
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****Please show mathematical computations as to how total cost was derived****

| Purpose (List All Consumable Supplies with Brief Description) | Total |
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| TOTAL CONSUMABLE SUPPLIES | $ |

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**BUDGET JUSTIFICATION**

# 8. Other

| Vendor: |
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****Please show mathematical computations as to how total cost was derived****

| Purpose (List All Other Costs with Brief Description) | Total |
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| | $ |
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| TOTAL OTHER COSTS | $ |

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**ATTACHMENT 1(c)**
**UNALLOWABLE COST**

The following items are not to be included in the vendor's budget for rate justification and are not to be paid from funds received from the CSCD:

1. Any item unallowable by State or any authorized agency, statue, policy, or procedure including, but not limited to, CSCD Substance Abuse Standards, TDCJ-CJAD Contract Guidelines, TCADA Requirements, U. S. Office of Management and Budget Circulars and other federal guidelines for the operation of for-profit and not-for-profit entities;

2. Alcoholic beverages;

3. Bad debts;

4. Building or Land purchase, rental-purchase, lease-purchase, renovation;

5. Cash payments to intended recipients of services;

6. Equipment items exceeding $1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology;

7. Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;

8. Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by CSCD for vendor services;

9. Fines and Penalties;

10. Firearms, Firearm components, and Ammunition;
    Fundraising; Marketing; and Advertising (Advertising is allowable only for personnel vacancies or procurement of goods and services only);

11. Legislative expenses or payment to any elected official from funds received from the CSCD;

12. Lobbying;

13. Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and Tobacco Products.

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# SUBSTANCE ABUSE TREATMENT SERVICES
## OPERATIONS AGREEMENT FOR COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

This Operations Agreement ("AGREEMENT") is made and entered into by and between Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the Judicial District and

_____("VENDOR")

_____Address

_____City, State, Zip

as of the ____ day of _____, 2008.

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**APPOINTMENT OF VENDOR; TERM**

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until _____, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

### ARTICLE I
### RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

1.1 Vendor Rates: DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed $_____for _____ through _____. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for substance abuse services:

| | |
|---|---|
| Intensive Residential Services | $_____ per day |
| Residential Services | $_____ per day |
| Detoxification | $_____ per day |
| Intensive Outpatient - Individual | $_____ per day |
| Outpatient Counseling - Individual | $_____ per day |
| Intensive Outpatient - Group | $_____ per day |
| Outpatient Counseling - Group | $_____ per day |

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1.2 Substance Abuse Treatment Services Minimum Requirements: The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the substance abuse treatment services listed as follows:

**Detoxification.** Offenders being referred to detoxification services must be referred to appropriately licensed service providers.

**Intensive Residential Treatment.** Written policies and procedures shall ensure the following:

**(1)** All offenders admitted to Intensive Residential Treatment. shall have written justification to support their admission, be medically stable, and able to participate in treatment.

**(2)** The program shall provide adequate staff for close supervision and individualized treatment with counselor caseloads not to exceed ten offenders.

**(3)** There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide all required program services, maintain an environment that is conducive to treatment, and ensure the safety and security of the offenders, according to the design of the facility and with the approval of the funding source.

**(4)** Program counselors shall complete a comprehensive offender assessment and individual treatment plan within ten working days of admission.

**(5)** The facility shall deliver not less than twenty-five hours of structured activities per week for each offender, including:

**(A)** ten hours of chemical dependency counseling using a cognitive-behavioral approach with no less than one hour of individual counseling;

**(B)** ten hours additional education, counseling, life skills, or rehabilitation activities; and

**(C)** five hours of structured social or recreational activities.

**(6)** Counseling and education schedules shall be submitted to the funding entity for approval.

**(7)** Each offender shall have an opportunity to participate in physical recreation at least weekly.

**(8)** Program staff shall offer chemical dependency education or services to identified significant others.

**(9)** The program shall provide each offender with opportunities to apply knowledge and practice skills in a structured, supportive environment. Cognitive behavioral programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All direct care staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Components of the cognitive program shall at a minimum include:

**(A)** ways to identify thinking patterns; and

**(B)** a social skills training component.

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**Supportive Residential Treatment.** Written policies and procedures shall ensure the following:

**(1)** All offenders admitted to Supportive Residential Treatment shall have written justification to support their admission, be medically stable, and able to function with limited supervision and support, and be able to participate in work release or community service/restitution programs.

**(2)** The program shall have adequate staff to meet treatment needs within the context of the program description, with counselor caseloads not to exceed twenty offenders, unless the program can provide research-based evidence in writing to justify a higher caseload size based on the program design, characteristics, and needs of the population served, and any other relevant factors.

**(3)** There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide for the safety and security of the offenders, according to the design of the facility and with the approval of the funding source.

**(4)** Counselors shall complete a comprehensive offender assessment and individualized treatment plan within ten working days of admission for all offenders.

**(5)** The program shall deliver no less than six hours per week of chemical dependency counseling with a cognitive-behavioral approach (one hour per month of which shall be individual counseling) for each offender.

**(6)** Counseling and education schedules shall be submitted to the funding entity for approval.

**(7)** The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings. Cognitive behavioral programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. Components of the cognitive program shall at minimum include:

**(A)** ways to identify thinking patterns; and

**(B)** a social skills training component.

**Outpatient Treatment.** Written policies and procedures shall ensure the following:

**(1)** All offenders admitted to Outpatient treatment programs shall be medically stable, and have appropriate support systems in the community to live independently with minimal structure.

**(2)** The program shall have adequate staff to provide offenders support and guidance to ensure effective service delivery, safety, and security. Staffing patterns shall be submitted to the funding entity.

**(3)** The program shall set limits on counselor caseload size to ensure effective, individualized treatment and rehabilitation. Criteria used to set the caseload size shall be documented and approved by the funding entity.

**(4)** Didactic groups shall not exceed thirty-five offenders in a group.

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**(5)** Therapeutic groups shall not exceed sixteen offenders in a group.

**(6)** For offenders in supportive outpatient programs, counselors shall complete a comprehensive offender assessment within thirty calendar days of admission for all offenders.

**(7)** For offenders in intensive outpatient programs, counselors shall complete a comprehensive offender assessment within ten calendar days of admission for all offenders.

**(8)** Intensive outpatient programs shall deliver no less than six hours per week of chemical dependency counseling with a cognitive behavioral approach.

**(9)** Supportive outpatient programs shall deliver no less than two hours per week of chemical dependency counseling.

**(10)** Counseling and education schedules shall be submitted to the funding entity for approval.

**(11)** The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings.

**(12)** The outpatient treatment stages may be utilized for residents in the work release phase of any residential substance abuse treatment program.

**Special Needs Populations.** Written policies and procedures shall ensure the following:

**(1)** Programs that address the special mental health, intellectual capacity, or medical needs of offenders must provide appropriate treatment either by program staff or through contracted services.

**(2)** Admission to a special needs program must be based on a documented mental health, intellectual capacity, or medical need.

**(3)** When the assessment process indicates that the offender has coexisting disabilities / disorders, the Treatment Plan shall specifically address those issues that might impact treatment, recovery, relapse, and/or recidivism.

**(4)** Personnel qualified in the treatment of coexisting disabilities / disorders shall be available.

**(5)** Within ninety-six hours of admission to a special needs residential program, offenders shall be administered a medical and psychological evaluation.

**(6)** Within ten days of admission to a residential program for special needs offenders, the program administrator or designee shall contact the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) regarding the offender's status. As soon as discharge date is projected, TCOOMMI shall be notified in writing of plans for a continuum of care after discharge, regardless of whether or not the discharge is for successful completion of the program.

**(7)** Residential facilities providing services for special needs populations shall have procedures to provide access to health care services, including medical, dental, and mental health services, under the control of a designated health authority. When this authority is other than a physician, final medical judgments must rest with a single designated responsible physician licensed by the state.

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**(A)** Services/treatment shall be directed toward maximizing the functioning and reducing the symptoms of offenders.

**(B)** There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication which provide for:

**(i)** conformity with state regulations;

**(ii)** documentation of the rationale for use and goals of service/treatment consistent with the individual plan of treatment;

**(iii)** documentation of the administration of medications, medication errors, and drug reactions; and

**(iv)** procedures to follow in case of emergencies.

**(8)** There shall be procedures for documenting that the offender has been informed of medication management procedures.

**(9)** Offenders shall be actively involved in decisions related to their medications.

**(10)** Programs for special needs offenders must follow the same staffing for treatment levels as the levels for other offenders, except all residential programs shall maintain caseloads of no greater than sixteen offenders for each counselor.

**(11)** Programs operating in residential facilities shall ensure that offenders will have no less than ten days of appropriate medication for use after discharge.

1.3 Operational Plan: The proposal submitted in response to the RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited.

1.4 TCADA Licensure. A TCADA facility license (as applicable) for Detoxification, Intensive Residential, Residential, Outpatient and/or Intensive Outpatient status pursuant to the TCADA Chemical Dependency Treatment Facility Licensure Rules, February 1998 and subsequent revisions, has been secured and will be maintained during the term hereof. Individuals contracting with the DEPARTMENT must maintain appropriate licensure under TCADA Licensed Chemical Dependency Counselor Handbook of Application Forms, Examination Information, and Rules, February 1998 and subsequent revisions. **VENDOR must notify DEPARTMENT within 48 hours of all TCADA licensure violations, including pending allegations.**

1.5 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Defendants to change their behavior and become productive, contributing members of society by leading a life free of substance abuse and crime. Performance Measures, along with applicable adjustments, for substance abuse services are as follows:

**Strategy 1:** Develop an individualized treatment plan that addresses the needs of each individual served.

Measures: One hundred percent (100%) of individuals served will have a written individual treatment plan identifying objectives to be completed within three (3) working days for intensive residential programs, within five (5) working days in residential programs, within ten (10) working days in intensive out-patient programs, and within thirty (30) working days in supportive out-patient programs of Defendant's arrival for treatment.

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Adjustment: Residential Treatment - For each individual served not having an individual treatment plan within the above specified time frame, the VENDOR will reimburse forty percent (40%) of the unit rate per each bed day the treatment plan was late on each client.

Out-patient Treatment - For each individual served not having an individual treatment plan within the above specified time frame, the VENDOR will reimburse forty percent (40%) of the unit rate per each client hour billed during the time period the treatment plan was late on each client.

**Strategy 2:** Defendant's progress on individualized treatment plans will be documented.

Measures: One hundred percent (100%) of individuals served will have chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives.

Adjustment: For each individual not having chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives, the VENDOR shall reimburse forty percent (40%) of the unit rate for each unit billed in the week(s) that a chronological recording was not made in the file.

**Strategy 3**: Each Defendant exiting treatment will have a discharge plan completed and forwarded to the DEPARTMENT.

Measures: One hundred percent (100%) of the Defendants exiting treatment shall have a discharge plan prepared and forwarded to the DEPARTMENT within three (3) days of the Defendant's discharge.

Adjustment: The VENDOR shall reimburse fifty percent (50%) of the unit rate for the last three units of service provided to each Defendant that does not have a discharge plan sent to the DEPARTMENT within three (3) days of Defendant's discharge.

1.6 Negotiation. The VENDOR will document performance measures and evaluation criteria submitted as the **Operational Plan** (if applicable). DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

1.7 Diagnosis. In its treatment of Defendants, VENDOR shall:

a) Provide appropriate chemical dependency treatment as designated by a documented Axis I substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR;

b) Coordinate with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances; and

c) Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities.

1.8 Participation. In order to ensure maximum participation of Defendants in its program, VENDOR shall:

a) Contact DEPARTMENT within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment, including failure to show for initial appointment or unauthorized departures;

b) Document on a weekly basis the Defendant's level of participation and compliance with treatment goals and objectives; and

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c) The VENDOR must maintain a signature log of all face-to-face contacts with the Defendant. The log must contain what service was performed, the time, date, and be signed by the counselor and the Defendant.

1.9 Discharge. The discharge of any Defendant shall be made in accordance with the following:

a) Prior to discharge, VENDOR shall schedule and coordinate with Defendant's community supervision officer or designee to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary shall be submitted to DEPARTMENT within three (3) days of such discharge; and

b) Under no circumstances may VENDOR discharge any Defendant without having furnished DEPARTMENT with prior written notification thereof.

1.10 Referrals. The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of substance abuse treatment. If the Defendant is determined to be in need of additional or different treatment services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan.

1.11 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.12 Policies and Procedures. The Services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to DEPARTMENT prior to implementation. VENDOR shall notify the DEPARTMENT in writing of deviations from such policies and procedures, whether temporary or permanent.

1.13 Orientation and HIV Counseling. VENDOR shall provide orientation to Defendants regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with the provisions of Exhibit D hereto and TCADA Licensure Rules.

1.14 DEPARTMENT Approvals Required. Under the following circumstances, VENDOR shall obtain DEPARTMENT'S written approval prior to exceeding the described treatment(s):

a) Detoxification Services exceeding three (3) days;

b) Intensive Residential Services exceeding thirty (30) days;

c) Residential Services exceeding thirty five (35) days;

d) Intensive Outpatient Services performed beyond forty-five (45) days from the initial intake; and

e) Supportive Outpatient Services performed beyond six (6) months from the initial intake.

1.15 Coordination with DEPARTMENT. VENDOR shall coordinate the following tasks with the DEPARTMENT:

a) Develop alternatives to be utilized for incidents of non-compliance with program rules and/or alcohol or drug use by Defendants;

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b) Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program;

c) Participate in meetings as the DEPARTMENT directs; and

d) Comply with DEPARTMENT operational policies and procedures as set forth by the DEPARTMENT Program and/or the State program.

1.16 No-Shows. DEPARTMENT will not pay the VENDOR for Defendants who fail to attend sessions or meetings.

1.17 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders chemical dependency counseling or chemical dependency counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Facility - means the TCADA licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT.

Licensure Rules - means the terms and provisions contained in the TCADA Licensure Compliance Guide.

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any Defendants who were previously removed on that day. Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit B.

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP whereby the delivery of Services shall be evaluated and monitored, including the

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Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the following: (a) Resident Defendants at non-CCFs: the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month; (b) Outpatient Defendants: the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof.

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the RFP, if applicable.

TAIP - means Treatment Alternative to Incarceration Program, a program of DEPARTMENT.

TCADA - means the Texas Commission on Alcohol and Drug Abuse, as presently or hereafter constituted.

TCADA Licensure Rules - means the rules as adopted by TCADA and listed in TCADA Chemical Dependency Treatment Facility Licensure Rules, February 1998 and subsequent revisions and TCADA Licensed Chemical Dependency Counselor Handbook of Application Forms, Examination Information, and Rules, February 1998 and subsequent revisions.

TDSHS – means the Texas Department of State Health Services

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR – means "Name of provider."

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Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

1.18 Excess Profit. For contracted operation of a community corrections facility (CCF) for which a vendor budget has been approved with a stated profit (or excess revenue over expenditures for non-profit entities), VENDOR agrees to refund to DEPARTMENT sixty (60) days after the contract term any excess profit above the approved profit amount.

1.19 Semi-Annual Expenditure Reports. For contracted operation of a community corrections facility (CCF), VENDOR agrees to submit to DEPARTMENT and to TDCJ-CJAD by March 31 and September 30 an expenditure report by the budgeted expenditure lines.

1.20 Cost of Services. DEPARTMENT shall pay VENDOR for the delivery of services at the rates specified at paragraph 1.1, above, for a total sum not to exceed ***$*** _____ for the term of this Agreement.

1.21 Other. VENDOR will not permit any counselors they employ, who are currently under probation and/or parole supervision, to provide treatment, to prepare progress reports or to have access to probationers' client files during the course of providing services under this Agreement. Furthermore, VENDOR will notify the DEPARMENT within 24 hours if any of the counselors they employ, who provide services to probationers referred through this Agreement, are arrested for and/or convicted of a misdemeanor or felony offense.

## ARTICLE II
## REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and

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who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit C. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

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## ARTICLE III
## GENERAL CONDITIONS

3.1 Safety Requirements. DEPARTMENT shall maintain the physical plant of the Facility in compliance with all applicable codes and TCADA Licensure Rules as applicable.

3.2 Health and Safety. VENDOR shall ensure that adequate measures are taken to protect the health and safety of each Defendant while receiving Services.

3.3 Staff Training. VENDOR shall ensure that all staff providing direct Services receive continuing education and training as needed or required and that such education and training is documented.

3.4 Duties and Obligations. VENDOR shall provide the Services at the Facility(ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by DEPARTMENT in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder.

3.5 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.

3.6 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.7 Placement of Defendants. DEPARTMENT shall have sole authority to assign and transfer Defendants to and from the facility or program and, as appropriate, may specify services for any such Defendants during the term of this agreement.

3.8 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.

3.9 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.

3.10 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final

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Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

## ARTICLE IV
## ADMINISTRATION AND FISCAL SYSTEM

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the Program Budget, where required, including accountability for all Payments, compliance with DEPARTMENT policies, and applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the government board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds $100,000 must provide an independent audit on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

(a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;

(b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;

(c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

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4.8 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.9 Accounting Records. VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.

4.10 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).

4.11 Discharges for Defendant Absence. Defendants on furlough or on an allowed absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours will be terminated and readmitted upon their return.

4.12 Residential Services Billed According to Midnight Strength Rule. Non-Community Corrections Facility (CCF) VENDORS providing residential services shall charge the DEPARTMENT for clients according to the Midnight Strength Report.

4.13 Peer or Group-Controlled Meetings. The VENDOR shall not, under any circumstances, bill DEPARTMENT for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment requirements set forth herein.

4.14 TDCJ-CJAD Substance Abuse Standards. VENDORS contracting with the DEPARTMENT for substance abuse services in a community corrections facility (CCF) must comply with the TDCJ-CJAD Substance Abuse Standards.

4.15 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article 1.5 herein, or refund DEPARTMENT the specified adjustments.

4.16 Equipment. Title to any equipment purchased in excess of $1,000.00 per unit cost (e.g., keyboard, monitor, and CPU are one unit) will vest with the Texas Department of Criminal Justice if such equipment is purported to be a direct expense to the program per submitted vendor budget if applicable. Items in excess of $1,000 per unit that are depreciated (useful life) or placed in a use allowance will not be considered for ownership by TDCJ.

4.17 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

4.18 Other Revenues for Additional Services. VENDOR may collect additional revenues from other sources only for services exceeding those requirements in Article I and Exhibit A.

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4.19 Other Revenue for Proposed Services. . The prices quoted in this AGREEMENT are the full cost of treatment. Any fees, food stamps, or other revenues collected on behalf of the Defendant for client services provided for in this AGREEMENT must be used to reduce cost per unit of service per Defendant under this AGREEMENT.

## ARTICLE V
## DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;

b. A failure to maintain TCADA Licensure Rules in accordance with Sections 1.4 and 1.13 hereof;

c. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and

d. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the Sate of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance

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Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

## ARTICLE VI
## INSURANCE AND INDEMNIFICATION

6.1 Insurance. VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR; (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR; and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverages as required by law, in accordance with the following:

A. Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:

1. Claims under workers compensation disability benefits, and other similar employee benefit actions;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;

3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;
4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person;

5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;

6. Claims for damages based on violations of civil rights;

7. Claims for damages arising from fire and lightning and other casualties.

B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than $100,000 for each person and $300,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property.

C. Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.

D. Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

6.2 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees

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(hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

## ARTICLE VII
## INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR 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 liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

## ARTICLE VIII
## MISCELLANEOUS PROVISIONS

8.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

8.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

8.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

8.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

8.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

8.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings

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have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

8.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

8.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part thereof or affect the construction or interpretation hereof.

8.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

## ARTICLE IX

### VENDOR'S RESPONSIBILITIES REGARDING USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI")

9.1. General: VENDOR agrees to

(a) hold all Protected Health Information ("PHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by VENDOR from or on behalf of County.

(b) be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996, PL 104-191, the HIPAA regulations (codified at 42 CFR Parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, collectively referred to herein as "Privacy Requirements."

(c) cooperate with the Texas Medicaid Fraud Control Unit and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conference, hearings, trial, and in any other process, including investigations that are required as a result of VENDOR's Services to County. Compliance with this paragraph is at VENDOR's own expense.

9.2 Representations: VENDOR represents that he/she is familiar with Privacy Requirements, State HIV/AIDS and mental health information, and State and Federal drug/alcohol-related health information.

9.3 Business Associate: VENDOR is a "Business Associate" of County as that term is defined under the Privacy Requirements. VENDOR agrees:

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(a) *Nondisclosure of PHI*: Not to use or disclose the PHI received from County or on behalf of County other than as permitted or required by this Agreement, or as otherwise required by law.

(b) *Limitation on Further Use or Disclosure*: Not to further use or disclose the PHI received from or on behalf of County in a manner that would be prohibited by the Privacy Requirements of HIPAA if disclosure was made by County, or if either VENDOR or County is otherwise prohibited from making such disclosure by any present or future State or federal law, regulation, or rule.

(c) *Safeguards*: To use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by State or federal law, regulation, or rule.

(d) *Reporting Unauthorized Disclosures*: To report to County any use or disclosure of PHI that is not authorized by this Agreement immediately upon becoming aware of such unauthorized use or disclosure.

(e) *SubVENDORs and Agents*: To make all reasonable efforts to ensure than any subVENDOR or agent to whom VENDOR provides PHI received from County agrees to the same restrictions and conditions that apply to VENDOR with respect to such PHI.

(f) *Mitigation*: To mitigate, to the extent practicable, any harmful effect that is known to VENDOR of a use or disclosure of PHI by VENDOR or by a subVENDOR or agent of VENDOR resulting from a violation of this Agreement.

(g) *Notice – Access by Individual*: To notify County in writing within three business days of any request by the individual for access to the individual's PHI and to, upon receipt of such request from the individual, direct the individual to County for access to the individual's PHI.

(h) *Notice – Request for Amendment*: To notify County in writing within three business days of any request by the individual for amendment to the individual's PHI and to, upon receipt of such request from the individual, direct the individual to County to request amendment of the individual's PHI.

(i) *Notice – Request for Accounting*: To notify County in writing within three business days of any request by the individual for an accounting of disclosures made of the individual's PHI and to, upon receipt of such request from the individual, direct the individual to County for an accounting of the disclosures of the individual's PHI.

(j) *HHS Inspection*: Upon written request, to make available to the Secretary of Health and Human Services ("HHS") or his designee, VENDOR's internal practices, books, and records relating to the use and disclosure of PHI received from or held for HCPHCS in a time or manner designated by the Secretary for purposes of the Secretary determining VENDOR's compliance with the HIPAA Privacy Requirements.

(k) *County Inspection*: Upon written request, to make available to County during normal business hours VENDOR's internal practices, books, and records relating to the use and disclosure of PHI received from or held for HCPHCS in a time and manner designated by County.

*(l)* *PHI Amendment*: To incorporate any amendments, corrections, or additions to the PHI of County when notified by County that the PHI is inaccurate or incomplete or that other documents are to be added as required by or allowed by the HIPAA Privacy Requirements.

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(m) *Documentation of Disclosures*: VENDOR agrees to document disclosure of PHI and information related to such disclosures as is necessary for County to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 as amended.

(n) *Termination Procedures*: Upon termination of this Agreement for any reason, to return all PHI received from County to County or, if specially requested to do so by County in writing, to destroy all PHI received from County. This provision applies when VENDOR maintains PHI from County in any form. If VENDOR determines that returning or destroying the PHI received from County is infeasible, VENDOR shall (i) provide to County notification of the conditions that make return or destruction infeasible; (ii) extend the protections of this Agreement to such PHI; and (iii) limit any further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible.

9.4. Survival of Privacy Provisions: VENDOR's obligations with regard to PHI shall survive the termination of this Agreement.

9.5 Amendment Related to Privacy Requirements: The Parties agree to take such action as is necessary to amend this Agreement if County, in its reasonable discretion, determines that amendment is necessary for Comply to comply with the Privacy Requirements of HIPAA and TEX. HEALTH & SAFETY CODE ANN. §§ 181.001 *et seq*., as amended, and any other law or regulation affecting the use or disclosure of PHI. Any ambiguity in this Agreement shall be resolved to permit County to comply with the Privacy Requirements of HIPAA and TEX. HEALTH & SAFETY CODE ANN. §§ 181.001 *et seq*., as amended.

9.6 ***Indemnification. Business Associate agrees to indemnify and hold harmless County and its directors, officers, employees, and agents (individually and collectively "County Indemnitees") against any and all losses, liabilities, judgments, penalties, awards and costs (including costs of investigation and legal fees and expenses) arising out of or related to (a) a breach of this Agreement relating to the Privacy Requirements by Business Associate, or (b) any negligent or wrongful acts or omissions of Business Associate or its employees, directors, officers, subVENDORs, or agents, relating to the Privacy Requirements including failure to perform their obligation under the Privacy Requirements.***

9.7 Access to Books and Records of VENDOR

VENDOR agrees to allow the Comptroller General of the United States, the Department of Health and Human Services ("HHS"), the Comptroller of the State of Texas, the Texas Department of Criminal Justice and the County Auditor, and their duly authorized representatives, access to contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by VENDOR. VENDOR agrees to allow such access until the expiration of four (4) years after the Services are furnished under the contract or subcontract. Such access will be provided in accordance with the regulations of the Centers for Medicare and Medicaid Service ("CMS"). VENDOR allows similar access to books, records, and documents related to contracts between VENDOR and organizations related to or subcontracted by VENDOR, as defined by the regulations of CMS.

9.8 E-Mail Addresses

VENDOR affirmatively consents to the disclosure of its e-mail addresses that are provided to Hidalgo County including any agency or department of Hidalgo County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail

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addresses provided by VENDOR and agents acting on VENDOR's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

9.9 Governing Law

This Agreement shall be interpreted under the laws of the State of Texas and applicable federal law. Exclusive venue for any cause of action arising out of or in relation to this Agreement shall be in Hidalgo County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in Hidalgo County, Texas by

DEPARTMENT: HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: _____
, Director

DATE: _____

VENDOR: _____

BY: _____

TITLE: _____

DATE: _____

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# EXHIBIT A
## Vendor Operational Plan
(Required for contracts with Each Vendor Over $100,000)

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**EXHIBIT B**
**Monthly Invoice Form**

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**AI-8089** **19.L.1.**

# Purchase of a 2007 or Newer 8 Passanger Van
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Roli Flores, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** County Clerk

## Information

### CAPTION

Requesting authority for Hidalgo County to purchase "One(1) New 2008 Ford 8 Passanger Club Wagon" through Philpott Motor Company, Port Neches, Texas, the County's participation/membership with TASB Buyboard in the total purchase price (including Buyboard fee) of $21,271.00.

### BACKGROUND

Quote by vendor.
Letter of recommedation by department.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-415-40-180-002-0-741
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$30,000.00 available balance as of 02/28/2008.

## Attachments

Link: back up

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/27/2008 12:56 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/27/2008 01:17 PM | APRV |
| 3 | Rey Salazar | Rey Salazar | 02/28/2008 07:51 AM | APRV |
| 4 | Auditor's Office | Linda Fong | 02/29/2008 11:33 AM | APRV |
| 5 | Court Administrator | Monica Badillo | 02/29/2008 11:39 AM | APRV |

Form Started By: Roli Flores Started On: 02/22/2008 04:19 PM

Final Approval Date: 02/29/2008

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

**To:** Marty Salazar, Purchasing Director

**From:** Arturo Guajardo Jr., Hidalgo County Clerk

**Date:** _1_/_28_/_2008_

**Re: Need for New Vehicle**
**Object Code: 8-1100-415-40-180-002-741**

The County Clerk's Office is requesting to purchase a new vehicle for the utilization of records retrieval for our office. The type of vehicle that we are requesting is a 2007 Ford E-Series-XL 8passenger van and the specifications are as follows:

- Exterior Paint: White
- with Remote keyless entry/Panic Alarm
- Privacy Glass (tinted windows)
- Air Conditioning – High Capacity (Front & Rear)
- Extra Heavy Duty 135-Amp. Alternator
- Power Windows & Locks Group
- Speed Control
- Reverse Sensing System
- Cloth Bucket Seats
- Electronic AM/FM Stereo/Clock/CD
- 16"x7" Steel Wheels
- Engine: 4.6L EFI V8
- Transmission: 4-Speed Automatic with Overdrive
- Rear Axle Ratios: 4.10 Non-Limited Slip Axle

Attached is an example of the type of van and the specifications we are requesting.

Thank you for your attention and assistance on this matter. If you have questions, please contact me at 956 318-2100 ext. 6107.

Sincerely,

Armando Perez Jr.
Records Manager
Hidalgo County Clerks

# Arturo Guajardo, Jr.

## HIDALGO COUNTY CLERK'S OFFICE

FAXED 2-22-08

## FAX COVER SHEET:

WWW.HIDALGOCOUNTYCLERK.US
100 N. CLOSNER / PO Box 58
Edinburg, Texas 78540

PHONE: (956) 318-2100 FAX: (956) 318-2067

**TO:** Rolando Flores **FROM:** Rene Perez **ext:**

**FAX:** 956-318-2629 **PAGES:** 3

**PHONE:** 956-292-7678 **DATE:** 2-22-08

**RE:** **CC:**

**COMMENTS:**

**CONFIDENTIALITY NOTICE:** This facsimile message and accompanying documents contain information from the Hidalgo County Clerk's Office, which may be confidential and or privileged. The information is intended to be for the use of the individual or entity named on this transmittal sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this facsimile in error, please notify us by telephone or fax immediately. Thank you.

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: February, 22 2008

TO: Rolando Flores, Purchasing Department

FR: Rene Perez, County Clerk's Office

RE: Vehicle Purchase

We, the County Clerk's office, are in agreement with the quote and specifications submitted to us on 2/22/08 for the purchase of the Ford Club Wagon Van. Please proceed with necessary process in submitting request to Commissioner's Court. Should you have or need further information, please feel free to contact me at (956) 292-7678 or by fax (956) 318-2067.

# CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

**VEHICLES**

**BUYBOARD #281-07**

**End User:** HIDALGO COUNTY **Philpott Rep:** ALAN WILEY

**Contact:** COUNTY CLERK **Date:** 21-Feb-08

**Product Description:** FORD CLUB WAGON

A. **Bid Series:** 26 **A. Base Price:** $ 16,253.00

B. **Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| | 8 PASSENGER CLUB WAGON | INCL | 948 | REMOTE KEYLESS ENTRY | $ 211.00 |
| | 4.6L V8 GAS AUTOMATIC | INCL | 43R | REVERSE SENSING SYSTEM | $ 262.00 |
| | FRONT A/C HEAT | INCL | | REQUIRES REAR STEP BUMPER | NOTE |
| | AM-FM RADIO | INCL | 769 | REAR STEP BUMPER | $ 136.00 |
| | FULL SIZE SPARE TIRE | INCL | 63D | 135 AMP ALTERNATOR | $ 52.00 |
| | VINYL SEATS-RUBBER FLOOR | INCL | | REQUIRES 5.4L V8 GAS ENGINE | NOTE |
| PPM11 | CONVENIENCE PACKAGE | $ 2,952.00 | 99L | 5.4L GAS ENGINE W/3.55 AXLE | $ 780.00 |
| | PRIVACY TINT GLASS | INCL | | | |
| | CLOTH SEATS | INCL | | | |
| | REAR A/C AND HEAT | INCL | | | |
| | POWER WINDOWS-LOCKS | INCL | | | |
| 525 | SPEED CONTROL | $ 225.00 | | | |
| | TILT STEERING WHEEL | INCL | | | |

**Total of B. Published Options:** $ 4,618.00

C. **Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
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| | | ESTIMATED DELIVERY IN 90 DAYS | NOTE |
| | | | |

**Total of C. Unpublished Options:** $ -

D. **Contract Price Adjustment:** _____

E. **Delivery Charges:** 0 **miles @ $.93/mile** $ -

F. **Total of A + B + C + D + E = F** $ 20,871.00

G. **Quantity Ordered** 1 **x F =** $ 20,871.00

H. **BUYBOARD Administrative Fee** **$400.00 PER PURCHASE ORDER** $ 400.00

I. **Non-Equip Charges & Credits** _____

J. **TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE** $ 21,271.00

**AI-7962** **20.A.**

# Health Claims for 02-05-08 thru 02-11-08 & 02-12-08 thru 02-18-08 CC REGULAR

**Date:** 03/06/2008
**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 $ 467,573.99 to Hidalgo County Health Insurance claims bank account for Health Insurance claims for periods:

| | |
|---|---|
| February 05, 2008 thru February 11, 2008 | $ 309,608.74 |
| February 12, 2008 thru February 18, 2008 | $ 157,965.25 |
| Total: | $ 467,573.99 |

2. Approval of wire transfer to cover the claims paid.

**BACKGROUND**

## Fiscal Impact

## Attachments

Link: Health Claims 02-05-08 thru 02-11-08

Link: Health Claims 02-12-08 thru 02-18-08

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/26/2008 10:53 AM | APRV |
| 2 | Andres Castro | Andres Castro | 02/26/2008 11:39 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 09:51 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 02/29/2008 11:45 AM | APRV |
| 5 | Court Administrator | Monica Badillo | 02/29/2008 01:34 PM | APRV |

Form Started By: Anna Galvan Started On: 02/14/2008 02:21 PM

Final Approval Date: 02/29/2008

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 02/05/2008 through 02/11/2008

**HIDALGO COUNTY**

| Bank Account | Policy | Payment Number | Amount | Issued Date | Accounting Date | Process Date | Transaction Type |
|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | R0001CBO | $0.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | R0001CBT | $0.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | R0001C9G | $0.00 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70047111 | -$81.63 | 10/6/2007 | 2/5/2008 | 2/5/2008 | Stopped |
| 00000000000010008578 | GUSIP970A | 70047937 | -$71.89 | 10/20/2007 | 2/5/2008 | 2/5/2008 | Stopped |
| 00000000000010008578 | GUSIP970A | 70048971 | -$35.00 | 11/10/2007 | 2/5/2008 | 2/5/2008 | Stopped |
| 00000000000010008578 | GUSIP970A | 70053079 | $10.75 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053080 | $55.02 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053081 | $4.46 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053082 | $15.25 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053083 | $130.00 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053084 | $307.48 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053085 | $21,604.52 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053086 | $1,933.14 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053087 | $237.58 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053088 | $62.68 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053089 | $64.60 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053090 | $102.29 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053091 | $249.56 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053092 | $88.57 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053093 | $86.77 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053094 | $175.78 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053095 | $1,440.95 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053096 | $61.02 | 2/4/2008 | 2/5/2008 | 2/5/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053097 | $829.52 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053098 | $367.45 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053099 | $257.60 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053100 | $319.63 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053101 | $424.24 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053102 | $156.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053103 | $145.58 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053104 | $135.67 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053105 | $504.51 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053106 | $33.52 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053107 | $191.30 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053108 | $48.68 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |

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|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | 70053109 | $52.84 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053110 | $36.99 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053111 | $1,959.52 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053112 | $202.93 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053113 | $565.74 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053114 | $756.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053115 | $114.56 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053116 | $208.29 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053117 | $66.56 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053118 | $530.30 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053119 | $119.85 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053120 | $206.57 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053121 | $1,773.31 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053122 | $276.69 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053123 | $284.66 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053124 | $808.50 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053125 | $601.60 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053126 | $13.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053127 | $44.97 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053128 | $383.56 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053129 | $1,765.69 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053130 | $78.90 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053131 | $41.94 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053132 | $8,586.24 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053133 | $351.07 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053134 | $889.54 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053135 | $39.18 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053136 | $85.62 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053137 | $39.32 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053138 | $2,872.09 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053139 | $194.65 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053140 | $95.03 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053141 | $256.68 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053142 | $130.25 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053143 | $859.42 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053144 | $31.08 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |

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**HIDALGO COUNTY**

| Bank Account | Policy | Payment Number | Amount | Issued Date | Accounting Date | Process Date | Transaction Type |
|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | 70053145 | $1,144.95 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053146 | $85.62 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053147 | $64.16 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053148 | $9.48 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053149 | $85.62 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053150 | $78.36 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053151 | $43.48 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053152 | $463.25 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053153 | $41.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053154 | $223.18 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053155 | $47.84 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053156 | $32.08 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053157 | $404.58 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053158 | $240.05 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053159 | $250.83 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053160 | $194.23 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053161 | $58.90 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053162 | $294.52 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053163 | $308.81 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053164 | $47.15 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053165 | $81.34 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053166 | $124.67 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053167 | $158.49 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053168 | $77.64 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053169 | $39.18 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053170 | $66.56 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053171 | $43.96 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053172 | $80.53 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053173 | $20.34 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053174 | $18.38 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053175 | $34.18 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053176 | $203.69 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053177 | $472.65 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053178 | $85.62 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053179 | $75.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053180 | $55.19 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |

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|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | 70053181 | $355.59 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053182 | $152.05 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053183 | $503.58 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053184 | $188.30 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053185 | $47.84 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053186 | $370.22 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053187 | $1,584.30 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053188 | $33.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053189 | $38.80 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053190 | $792.35 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053191 | $5.48 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053192 | $50.35 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053193 | $55.08 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053194 | $65.77 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053195 | $7.87 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053196 | $235.87 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053197 | $25.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053198 | $10.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053199 | $5.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053200 | $25.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053201 | $234.62 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053202 | $120.02 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053203 | $203.22 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053204 | $145.54 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053205 | $40.23 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053206 | $37.41 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053207 | $36.25 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053208 | $32.20 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053209 | $34.30 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053210 | $94.16 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053211 | $277.03 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053212 | $59.05 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053213 | $34.18 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053214 | $1,462.95 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053215 | $90.21 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053216 | $32.12 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |

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For 02/05/2008 through 02/11/2008

**HIDALGO COUNTY**

| Bank Account | Policy | Payment Number | Amount | Issued Date | Accounting Date | Process Date | Transaction Type |
|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | 70053217 | $30,430.69 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053218 | $235.35 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053219 | $97.81 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053220 | $2,147.21 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053221 | $40.82 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053222 | $44.36 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053223 | $32.75 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053224 | $1,017.38 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053225 | $1,023.45 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053226 | $85.62 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053227 | $59.05 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053228 | $1,493.34 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053229 | $47.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053230 | $105.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053231 | $88.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053232 | $76.33 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053233 | $3,693.89 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053234 | $159.74 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053235 | $275.90 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053236 | $199.50 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053237 | $169.46 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053238 | $70.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053239 | $103.50 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053240 | $242.94 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053241 | $377.83 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053242 | $29.58 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053243 | $94.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053244 | $248.96 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053245 | $34.30 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053246 | $13.00 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053247 | $191.28 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053248 | $489.83 | 2/5/2008 | 2/6/2008 | 2/6/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053249 | $160.76 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053250 | $1,448.70 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053251 | $814.21 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053252 | $66.56 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 02/05/2008 through 02/11/2008

**HIDALGO COUNTY**

| Bank Account | Policy | Payment Number | Amount | Issued Date | Accounting Date | Process Date | Transaction Type |
|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | 70053253 | $0.06 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053254 | $35.83 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053255 | $36.99 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053256 | $52.27 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053257 | $93.81 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053258 | $280.00 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053259 | $250.17 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053260 | $35.39 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053261 | $202.95 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053262 | $180.35 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053263 | $7.50 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053264 | $672.20 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053265 | $671.72 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053266 | $217.18 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053267 | $155.13 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053268 | $7,549.11 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053269 | $231.19 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053270 | $2,386.58 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053271 | $74.31 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053272 | $41.55 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053273 | $88.00 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053274 | $24,085.04 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053275 | $858.63 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053276 | $35.39 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053277 | $294.06 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053278 | $133.46 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053279 | $15.00 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053280 | $78.01 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053281 | $121.29 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053282 | $70.00 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053283 | $7,432.97 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053284 | $57.90 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053285 | $32.80 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053286 | $34.70 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053287 | $86.82 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053288 | $84.58 | 2/6/2008 | 2/7/2008 | 2/7/2008 | Issued |

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Issued Payments By Bank Account, Policy, Payment
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**HIDALGO COUNTY**

| Bank Account | Policy | Payment Number | Amount | Issued Date | Accounting Date | Process Date | Transaction Type |
|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | 70053289 | $81.63 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053290 | $71.89 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053291 | $31.99 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053292 | $23.13 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053293 | $7.78 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053294 | $4,381.42 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053295 | $27.23 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053296 | $165.44 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053297 | $90.26 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053298 | $281.60 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053299 | $99.67 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053300 | $31.49 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053301 | $52.84 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053302 | $118.21 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053303 | $81.25 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053304 | $43.80 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053305 | $27.91 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053306 | $430.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053307 | $213.19 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053308 | $14,249.60 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053309 | $285.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053310 | $5,843.83 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053311 | $641.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053312 | $109.72 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053313 | $3,049.77 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053314 | $205.95 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053315 | $21.78 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053316 | $1,753.13 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053317 | $18.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053318 | $791.99 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053319 | $23.46 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053320 | $85.62 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053321 | $176.33 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053322 | $734.11 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053323 | $6,527.58 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053324 | $113.82 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |

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Issued Payments By Bank Account, Policy, Payment
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**HIDALGO COUNTY**

| Bank Account | Policy | Payment Number | Amount | Issued Date | Accounting Date | Process Date | Transaction Type |
|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | 70053325 | $146.64 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053326 | $31.23 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053327 | $300.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053328 | $772.55 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053329 | $3,587.50 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053330 | $129.40 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053331 | $100.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053332 | $140.58 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053333 | $34.58 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053334 | $115.05 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053335 | $13.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053336 | $323.91 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053337 | $77.79 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053338 | $228.86 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053339 | $171.17 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053340 | $241.42 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053341 | $154.53 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053342 | $89.93 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053343 | $87.79 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053344 | $56.76 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053345 | $42.26 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053346 | $280.18 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053347 | $3,210.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053348 | $60.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053349 | $127.36 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053350 | $72.45 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053351 | $1,543.92 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053352 | $189.93 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053353 | $61.99 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053354 | $214.16 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053355 | $171.97 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053356 | $128.63 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053357 | $280.80 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053358 | $24.08 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053359 | $74.68 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053360 | $5,411.61 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |

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**HIDALGO COUNTY**

| Bank Account | Policy | Payment Number | Amount | Issued Date | Accounting Date | Process Date | Transaction Type |
|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | 70053361 | $207.28 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053362 | $105.46 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053363 | $722.40 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053364 | $115.15 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053365 | $198.68 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053366 | $1,496.80 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053367 | $377.37 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053368 | $82.29 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053369 | $243.54 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053370 | $166.40 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053371 | $28.23 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053372 | $142.50 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053373 | $1,043.93 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053374 | $503.96 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053375 | $21.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053376 | $39.18 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053377 | $90.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053378 | $420.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053379 | $283.92 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053380 | $133.18 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053381 | $1,217.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053382 | $419.37 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053383 | $258.84 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053384 | $243.20 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053385 | $37.19 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053386 | $94.20 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053387 | $79.90 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053388 | $10.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053389 | $20.00 | 2/7/2008 | 2/8/2008 | 2/8/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053390 | $84.45 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053391 | $94.50 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053392 | $45.00 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053393 | $61.15 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053394 | $1,301.66 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053395 | $2,567.68 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053396 | $542.50 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |

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**HIDALGO COUNTY**

| Bank Account | Policy | Payment Number | Amount | Issued Date | Accounting Date | Process Date | Transaction Type |
|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | 70053397 | $286.75 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053398 | $464.00 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053399 | $1,017.24 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053400 | $16.17 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053401 | $356.61 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053402 | $8.82 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053403 | $133.14 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053404 | $30.00 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053405 | $5,538.53 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053406 | $656.00 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053407 | $185.19 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053408 | $105.00 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053409 | $30,738.14 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053410 | $4,131.30 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053411 | $112.11 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053412 | $63.00 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053413 | $59.33 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053414 | $215.84 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053415 | $48.36 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053416 | $52.84 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053417 | $108.26 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053418 | $1,294.99 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053419 | $153.85 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053420 | $109.58 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053421 | $698.72 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053422 | $44.09 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053423 | $126.81 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053424 | $13.00 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053425 | $41.51 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053426 | $36.99 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053427 | $142.56 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053428 | $170.94 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053429 | $532.00 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053430 | $491.87 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053431 | $165.00 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053432 | $1,315.67 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |

Group Financial System
Issued Payments By Bank Account, Policy, Payment
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**HIDALGO COUNTY**

| Bank Account | Policy | Payment Number | Amount | Issued Date | Accounting Date | Process Date | Transaction Type |
|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | 70053433 | $1,119.99 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053434 | $122.68 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053435 | $107.64 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053436 | $90.62 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053437 | $78.22 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053438 | $195.44 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053439 | $217.00 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053440 | $89.70 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053441 | $16.38 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053442 | $41.36 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053443 | $59.05 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053444 | $112.00 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053445 | $96.10 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053446 | $435.17 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053447 | $70.00 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053448 | $15.01 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053449 | $61.75 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053450 | $145.38 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053451 | $37.01 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053452 | $242.76 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053453 | $89.91 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053454 | $133.16 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053455 | $89.02 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053456 | $378.99 | 2/9/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053457 | $19,756.35 | 2/10/2008 | 2/11/2008 | 2/11/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 79900464 | $2,047.57 | 2/6/2008 | 2/6/2008 | 2/6/2008 | Issued |
| Total | | | $309,608.74 | | | | |

Group Financial System
Issued Payments By Bank Account, Policy, Payment
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**HIDALGO COUNTY**

| Bank Account | Policy | Payment Number | Amount | Issued Date | Accounting Date | Process Date | Transaction Type |
|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | R0001CDD | $0.00 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | R0001CF1 | $0.00 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | R0001CHB | $0.00 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70048516 | -$4,162.93 | 10/31/2007 | 2/13/2008 | 2/13/2008 | Stopped |
| 00000000000010008578 | GUSIP970A | 70053458 | $165.03 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053459 | $45.00 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053460 | $47.80 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053461 | $414.75 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053462 | $13.00 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053463 | $11.20 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053464 | $44.01 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053465 | $124.30 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053466 | $4,771.83 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053467 | $76.30 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053468 | $1,870.00 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053469 | $124.00 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053470 | $125.50 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053471 | $374.67 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053472 | $668.35 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053473 | $68.32 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053474 | $103.13 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053475 | $415.86 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053476 | $31.99 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053477 | $9,136.48 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053478 | $58.60 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053479 | $319.87 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053480 | $2,338.00 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053481 | $300.00 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053482 | $498.60 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053483 | $120.12 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053484 | $275.39 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053485 | $20.83 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053486 | $103.25 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053487 | $376.05 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053488 | $16.90 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053489 | $17.59 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |

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**HIDALGO COUNTY**

| Bank Account | Policy | Payment Number | Amount | Issued Date | Accounting Date | Process Date | Transaction Type |
|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | 70053490 | $184.24 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053491 | $252.43 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053492 | $60.00 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053493 | $132.66 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053494 | $71.56 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053495 | $123.89 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053496 | $90.00 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053497 | $673.95 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053498 | $374.98 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053499 | $148.94 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053500 | $84.75 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053501 | $14.96 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053502 | $169.49 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053503 | $190.00 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053504 | $94.53 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053505 | $82.59 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053506 | $27.00 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053507 | $74.20 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053508 | $69.77 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053509 | $80.32 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053510 | $92.14 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053511 | $634.97 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053512 | $65.53 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053513 | $207.44 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053514 | $110.72 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053515 | $104.50 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053516 | $85.62 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053517 | $6,418.88 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053518 | $901.55 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053519 | $113.92 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053520 | $279.53 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053521 | $29.29 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053522 | $143.61 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053523 | $7.87 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053524 | $24.99 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053525 | $13.00 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |

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**HIDALGO COUNTY**

| Bank Account | Policy | Payment Number | Amount | Issued Date | Accounting Date | Process Date | Transaction Type |
|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | 70053526 | $30.00 | 2/11/2008 | 2/12/2008 | 2/12/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053527 | $19.40 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053528 | $9,101.29 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053529 | $146.48 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053530 | $253.35 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053531 | $66.56 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053532 | $418.32 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053533 | $90.22 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053534 | $213.90 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053535 | $54.25 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053536 | $75.00 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053537 | $22.00 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053538 | $528.13 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053539 | $45.38 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053540 | $67.24 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053541 | $361.50 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053542 | $209.74 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053543 | $199.22 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053544 | $94.00 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053545 | $76.25 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053546 | $52.30 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053547 | $113.71 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053548 | $1,364.86 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053549 | $41.00 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053550 | $61.41 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053551 | $43.56 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053552 | $64.96 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053553 | $35.51 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053554 | $47.84 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053555 | $102.54 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053556 | $337.99 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053557 | $5,267.64 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053558 | $30.80 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053559 | $18.00 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053560 | $44.01 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053561 | $63.60 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 02/12/2008 through 02/18/2008

**HIDALGO COUNTY**

| Bank Account | Policy | Payment Number | Amount | Issued Date | Accounting Date | Process Date | Transaction Type |
|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | 70053562 | $26.29 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053563 | $90.75 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053564 | $1,408.00 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053565 | $87.79 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053566 | $36.84 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053567 | $25.75 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053568 | $981.00 | 2/12/2008 | 2/13/2008 | 2/13/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053569 | $117.14 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053570 | $256.06 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053571 | $50.00 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053572 | $1,049.22 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053573 | $5,472.95 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053574 | $64.00 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053575 | $99.37 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053576 | $25.44 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053577 | $432.36 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053578 | $20,543.54 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053579 | $80.42 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053580 | $86.77 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053581 | $2,053.80 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053582 | $48.09 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053583 | $52.60 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053584 | $1,730.34 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053585 | $6,978.00 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053586 | $663.90 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053587 | $370.35 | 2/13/2008 | 2/14/2008 | 2/14/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053588 | $521.22 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053589 | $82.67 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053590 | $25.00 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053591 | $11.85 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053592 | $55.26 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053593 | $183.96 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053594 | $547.82 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053595 | $222.24 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053596 | $165.09 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053597 | $52.48 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 02/12/2008 through 02/18/2008

**HIDALGO COUNTY**

| Bank Account | Policy | Payment Number | Amount | Issued Date | Accounting Date | Process Date | Transaction Type |
|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | 70053598 | $20.83 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053599 | $233.48 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053600 | $726.00 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053601 | $43.40 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053602 | $755.17 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053603 | $36.13 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053604 | $124.00 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053605 | $147.60 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053606 | $446.93 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053607 | $41,526.72 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053608 | $307.96 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053609 | $101.87 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053610 | $114.70 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053611 | $156.34 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053612 | $47.84 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053613 | $49.01 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053614 | $263.00 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053615 | $121.36 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053616 | $55.00 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053617 | $117.33 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053618 | $40.36 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053619 | $20.34 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053620 | $344.58 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053621 | $33.22 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053622 | $255.55 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053623 | $39.18 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053624 | $64.81 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053625 | $477.51 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053626 | $1,228.74 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053627 | $31.99 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053628 | $115.78 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053629 | $114.84 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053630 | $57.30 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053631 | $131.81 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053632 | $92.48 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053633 | $100.16 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |

Group Financial System
Issued Payments By Bank Account, Policy, Payment
For 02/12/2008 through 02/18/2008

**HIDALGO COUNTY**

| Bank Account | Policy | Payment Number | Amount | Issued Date | Accounting Date | Process Date | Transaction Type |
|---|---|---|---|---|---|---|---|
| 00000000000010008578 | GUSIP970A | 70053634 | $21.00 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053635 | $39.36 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053636 | $7,586.39 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053637 | $261.13 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053638 | $249.42 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053639 | $207.70 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053640 | $114.41 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053641 | $31.25 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053642 | $532.00 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053643 | $120.62 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053644 | $166.60 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053645 | $14.70 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053646 | $291.49 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053647 | $119.85 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053648 | $156.87 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053649 | $659.78 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053650 | $612.50 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053651 | $56.20 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053652 | $18.00 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053653 | $47.84 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053654 | $92.79 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053655 | $236.54 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 70053656 | $117.74 | 2/14/2008 | 2/15/2008 | 2/15/2008 | Issued |
| 00000000000010008578 | GUSIP970A | 79900465 | $2,059.82 | 2/18/2008 | 2/18/2008 | 2/18/2008 | Issued |
| Total | | | $157,965.25 | | | | |

**AI-8061** **20.B.**

# Settlement Fleet Accident-1/4/08
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Aida Alvarez, SAFETY DIVISION
**Submitted For:** Roy Quintanilha
**Department:** SAFETY DIVISION
**Agenda Area:** Budget and Management

## Information

### CAPTION

Discussion and approval to accept settlement agreement with Travelers Insurance Company for $70.22 to settle auto accident with County vehicle (P2).

### BACKGROUND

Fleet Accident on 1/4/08
Acct #: 8-1100-360-00-000-005-0-000

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1100-360-00-00-005-0-000
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance in 8-1100-360-00-000-005-0-000 as of 2/22/08 $45,254.20

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/22/2008 09:06 AM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 02/22/2008 11:02 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 09:49 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 02/29/2008 11:45 AM | APRV |
| 5 | Court Administrator | Monica Badillo | 02/29/2008 01:34 PM | APRV |

Form Started By: Aida Alvarez — Started On: 02/21/2008 09:57 AM

Final Approval Date: 02/29/2008

**AI-8116** **20.C.**

**Appropriation**

**CC REGULAR**

**Date:** 03/06/2008
**Submitted By:** Veronica Lopez, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Approval of 2008 appropriation of funds into Constable Precinct 3 Investigation - Other Equipment (1230) in the amount of $6,753.00.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1230-421-00-293-010-0-748
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation in the amount of $6,753.00 into Constable Pct# 3 Investigation - Other Equipment for purchase and installation of radios for new units. Available balance for appropriation $7,121.18 as of 2/27/08.

## Attachments

Link: Appropriation

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/26/2008 03:19 PM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 02/27/2008 04:12 PM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 09:48 AM | APRV |
| 4 | Purchasing Department | Marty Salazar | 02/29/2008 11:47 AM | APRV |
| 5 | Court Administrator | Monica Badillo | 02/29/2008 01:34 PM | APRV |

Form Started By: Veronica Lopez Started On: 02/26/2008 01:53 PM

Final Approval Date: 02/29/2008

**DATE:** February 26, 2008

**2008**
**Transfer**

**DEPARTMENT HEAD:** VALDE GUERRA

**DEPARTMENT NAME:** DEPT OF BUDGET & MGMT FOR CONSTABLE PRECINCT 3

**ACCOUNT NUMBER:** 8-1230-421-00-293-010-0-748

**SUBJECT:** **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C**

**Honorable Commissioners' Court of Hidalgo County:**

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

| INCREASE ACCOUNT NUMBER | ACCOUNT NAME | AMOUNT |
|---|---|---|
| | | |
| **8-1230-421-00-293-010-0- 748** | **Const. Pct. 3 Invest- Other Equip** | **$6,753.00** |
| | | |
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| | | |
| **TOTAL BUDGET INCREASE (DECREASE)** | | **6,753.00** |

**REASON: Appropriate funding into Const. Pct. 3 Invest - Other Equipment for purchase and installation of radios for new units.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COUR**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-8193** **20.D.**

# 2008 Interfund for TXDOT "I" Road Project (1315)

## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT
**Submitted For:** TXDOT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

### Information

**CAPTION**

Approval of 2008 interfund transfer from the Right of Way Department (1200) to the Texas Department of Transportation (TXDOT) fund (1315) in the amount of $100,000.00.

**BACKGROUND**

### Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1200-431-00-260-001-0-711
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

From 8-1200-431-00-260-001-0-711 R-O-W DEPT-ROW to 8-1315-431-00-124-023-0-711 TXDOT PRJ-"I" RD-ROW in the amount of $100,000.00. Available balance is $720,000.00 as of 2/28/08.

### Attachments

Link: 2008 Interfund for TXDOT (1315)

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/28/2008 03:49 PM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 02/29/2008 08:09 AM | APRV |
| 3 | Auditor's Office | Linda Fong | 02/29/2008 09:54 AM | APRV |
| 4 | Joy Hsu | Joy Hsu | 02/29/2008 04:21 PM | APRV |
| 5 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Dale Kennan Started On: 02/28/2008 02:39 PM

Final Approval Date: 03/03/2008

**DATE:** February 28, 2008

**2008**
**Transfer**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for the TXDOT PRJ-"I" RD project (1315)

**ACCOUNT NUMBER:** 8-1200-431-00-260-001-0-711
8-1315-431-00-124-023-0-711

**Contact Person:** Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

**SUBJECT:** **Interfund transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interfund transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| ACCOUNT NUMBER | ACCOUNT NAME | INCREASE (DECREASE) AMOUNT |
|---|---|---|
| | | |
| 8-1200-431-00-260-001-0-711 | R-O-W DEPT-ROW | (100,000.00) |
| 8-1200-491-01-000-315-0-891 | TRANSFERS OUT- | 100,000.00 |
| 8-1315-391-01-000-200-0-000 | TRANSFERS IN- | 100,000.00 |
| 8-1315-431-00-124-023-0-711 | TXDOT PRJ-"I" RD-ROW | 100,000.00 |
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| | | |
| | TOTAL BUDGET INCREASE (DECREASE) 1200 | 0.00 |
| | TOTAL BUDGET INCREASE (DECREASE) 1315 | 100,000.00 |

**REASON:** **To aquire additional funding as needed for the TXDOT PRJ-"I" RD-ROW (1315) in the amount of $100,000.00.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-8121** **20.E.**

# Precinct No. 2 COs 2001 interdept transfer
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

## Information

### CAPTION

Precinct No. 2:
Approval of 2008 interdepartmental transfer within the Precinct No. 2 Certificate of Obligation Series 2001 (fund 1331) from programs no. 012, 014, & 015 to program no. 033 in the total amount of $117,319.21.

### BACKGROUND

Transfer neeed to fund the purchase of a Daewoo Loader w/ 4 yrd bucket (heavy equipment, object code 742).

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1331-4XX-00-122-0XX-0-XXX
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

8-1331-4XX-00-122-0XX-0-XXX-various --> 8-1331-431-00-122-. Total amount of transfer is $117,319.21 to fund the purchase of a Daewoo Loader w/ 4 yrd bucket (heavy equipment). Funds available as of 2-26-08.

## Attachments

Link: 2-27-2008

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Ivan Cantu (Originator) | Ivan Cantu | 02/26/2008 03:06 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/26/2008 03:20 PM | APRV |
| 3 | Andres Castro | Andres Castro | 02/27/2008 10:19 AM | APRV |
| 4 | Auditor's Office | Linda Fong | 02/29/2008 05:14 PM | APRV |
| 5 | Joy Hsu | Joy Hsu | 03/03/2008 08:51 AM | APRV |
| 6 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Ivan Cantu Started On: 02/26/2008 02:50 PM

Final Approval Date: 03/03/2008

**DATE:** February 26, 2008

**AI 8121**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for Precinct No. 2 CO's

**ACCOUNT NUMBER:** 8-1331-41X-X0-XXX-0XX-0 XXX

**SUBJECT:** **Interdepartmental 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 | | |
| 8-1331-431-00-122-012-0- 334 | C.O., 2001-PCT 2 LOOP STUDY-ENG & ARCH SEV | (110,421.50) |
| 8-1331-431-00-122-012-0- 550 | C.O., 2001-PCT 2 LOOP STUDY-PRINTING & BINDING | (304.20) |
| 8-1331-452-00-122-014-0- 739 | C.O., 2001-PARKS PCT. 2-OTHER STRUCTURES | (4,023.68) |
| 8-1331-466-00-122-015-0- 609 | C.O., 2001-PCT. 2 CRC-AGRI & LANDSCAPING | (2,284.96) |
| 8-1331-466-00-122-015-0- 719 | C.O., 2001-PCT. 2 CRC-OTHER LAND | (284.87) |
| | | |
| TO | | |
| 8-1331-431-00-122-033-0- 742 | C.O., 2001-PCT. 2 EQUIPMENT-HEAVY EQUIPMENT | 117,319.21 |
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| TOTAL BUDGET INCREASE (DECREASE) | | 0.00 |

**REASON:**

**TRANSFER NEEDED TO FUND THE PURCHASE OF DAEWOO LOADER W/ 4 YRD BUCKET (HEAVY EQUIPMENT)**

**SIGNATURE**

**COMMISSIONERS COURT**

**DATE** / /

**ATTEST, COUNTY CLERK**

**AI-8124** **20.F.**

# Interdepartmental transfer for DBM Safety Division
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Andres Castro, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

## Information

**CAPTION**

Approval of 2008 interdepartmental transfer from Countywide Administration- Contingency to DBM Safety Division (1100) in the amount of $9,500.00.

**BACKGROUND**

To pay for Defensive Driver Training Program.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-41X-X0-115-0XX-0-XXX
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1100-415-00-115-002-0-899-->8-1100-419-50-115-059-0-320 $9,500.00; Available balance as of 02/27/2008 $514,283.02.

## Attachments

Link: 2-26-2008

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Andres Castro (Originator) | Andres Castro | 02/27/2008 08:51 AM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/27/2008 10:45 AM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 02/27/2008 03:55 PM | APRV |
| 4 | Auditor's Office | | 03/03/2008 08:56 AM | PEND |

Form Started By: Andres Castro — Started On: 02/26/2008 04:13 PM

Final Approval Date: 03/03/2008

**DATE:** February 26, 2008

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for Safety Department

**ACCOUNT NUMBER:** 8-1100-419-50-115-059-0-320

**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 | | |
| 8-1100-415-00-115-002-0 899 | Co. Wide Admin - Contingency | (9,500.00) |
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| | | |
| TO | | |
| 8-1100-419-50-115-059-0- 320 | DBM-Safety Department - Professional Services | 9,500.00 |
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| TOTAL BUDGET INCREASE (DECREASE) | | 0.00 |

**REASON:**

**Interdept. transfer from Countywide Admin. Contingency to DBM-Safety Dept.-Professional Services (1100) to pay for a Defensive Driver Training Program.**

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

**AI-8188** **20.G.**

# 2007 De-obligation of funds
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT
**Submitted For:** Various Grants (1282, 1284 & 1287)
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

## Information

**CAPTION**

1. Approval of 2007 de-obligation of funds from Grant Fund 1282 in the amount of $6,063.36, to facilitate the close of 2007.

2. Approval of 2007 de-obligation of funds from Grant Fund 1284 to the General Fund (1100) Fund Balance in the amount of $8,087.77 to facilitate the close of 2007.

3. Approval of 2007 de-obligation of funds from Grant Fund 1287 in the amount of $72,831.29 to facilitate the close of 2007.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** Various Grants Accounts
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

This is a cotinuation of AI-7959 previously approved on CC 2/20/08 which was a partial do-obligation of fund. This de-obligation of funds is done to facilitate the close of 2007.

## Attachments

Link: Deobligation of funds 1282
Link: Deobligation of funds 1284
Link: Deobligation of funds 1287

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Mike Escaname | Mike Escaname | 02/28/2008 06:30 PM | APRV |
| 2 | Linda Fong | | 02/28/2008 06:30 PM | NEW |
| 3 | Budget & Management | | 02/28/2008 06:30 PM | |
| 4 | Auditor's Office | | 02/28/2008 06:30 PM | |

| | | |
|---|---|---|
| 5 | Purchasing Department | 02/28/2008 06:30 PM |
| 6 | Court Administrator | 02/28/2008 06:30 PM |

Form Started By: Dale Kennan

Started On: 02/28/2008 01:33 PM

Final Approval Date: 02/28/2008

**DATE:** February 28, 2008

**2007**
**Transfer**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for the Deobligation of Funds in Fund (1282)

**ACCOUNT NUMBER:** 7-1282-412-30-085-001-7-XXX

**SUBJECT:** **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

**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 (2).

| ACCOUNT NUMBER | ACCOUNT NAME | INCREASE (DECREASE) AMOUNT |
|---|---|---|
| | | |
| 7-1282-412-30-085-001-7-113 | PUBLIC DEFENDER-PERM F/T EMPLOYEES | -385.61 |
| 7-1282-412-30-085-001-7-211 | PUBLIC DEFENDER-HEALTH INSURANCE | -3,932.23 |
| 7-1282-412-30-085-001-7-212 | PUBLIC DEFENDER-LIFE INSURANCE | -26.35 |
| 7-1282-412-30-085-001-7-220 | PUBLIC DEFENDER-FICA | -1,719.17 |
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| | **TOTAL BUDGET INCREASE (DECREASE)** | **-6,063.36** |

**REASON:**
**To un-appropriate the remaining balances associated with the amount of Transfer-In (local match) that was de-obligated on 02/20/08 (via AI-7959) see BJE # 8013 from the Transfer-In (Revenue) side only. This do-obligation will balance the Budgeted expenditures with the Budgeted Revenues.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**DATE:** February 28, 2008

**2007**
**Transfer**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for the Deobligation of Funds in Fund (1284)

**ACCOUNT NUMBER:** 7-1284-421-00-280-026-0-XXX
**ACCOUNT NUMBER:** 7-1284-421-00-280-032-0-XXX

**SUBJECT:** **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

**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 (2).

| ACCOUNT NUMBER | ACCOUNT NAME | INCREASE (DECREASE) AMOUNT |
|---|---|---|
| | | |
| 7-1284-421-00-280-026-0-113 | COPS-VALLEY VIEW F/T EMPLOYEES | -104.10 |
| 7-1284-421-00-280-026-0-115 | COPS-VALLEY VIEW LONGEVITY PAY | -3.87 |
| 7-1284-421-00-280-026-0-117 | COPS-VALLEY VIEW SUPP PAY | -0.42 |
| 7-1284-421-00-280-026-0-211 | COPS-VALLEY VIEW HEALTH INS | -298.87 |
| 7-1284-421-00-280-026-0-212 | COPS-VALLEY VIEW LIFE INSURANCE | -23.84 |
| 7-1284-421-00-280-026-0-220 | COPS-VALLEY VIEW FICA | -4.66 |
| 7-1284-421-00-280-026-0-230 | COPS-VALLEY VIEW RETIREMENT | -14.53 |
| 7-1284-421-00-280-026-0-250 | COPS-VALLEY VIEW UNEMP COMP. | -0.74 |
| 7-1284-421-00-280-026-0-260 | COPS-VALLEY VIEW WORKERS COMP | -25.76 |
| 7-1284-421-00-280-032-0-113 | COPS-MONTE ALTO F/T EMPLOYEES | -4,720.52 |
| 7-1284-421-00-280-032-0-115 | COPS-MONTE ALTO LONGEVITY | -183.75 |
| 7-1284-421-00-280-032-0-117 | COPS-MONTE ALTO SUPP PAY | -392.28 |
| 7-1284-421-00-280-032-0-211 | COPS-MONTE ALTO HEALTH INSUR | -964.85 |
| 7-1284-421-00-280-032-0-212 | COPS-MONTE ALTO LIFE INS | -3.15 |
| 7-1284-421-00-280-032-0-220 | COPS-MONTE ALTO FICA | -481.90 |
| 7-1284-421-00-280-032-0-230 | COPS-MONTE ALTO RETIREMENT | -472.37 |
| 7-1284-421-00-280-032-0-250 | COPS-MONTE ALTO UNEMP COMP | -50.41 |
| 7-1284-421-00-280-032-0-260 | COPS-MONTE ALTO WORKERS COMP | -341.74 |
| | | -8,087.76 |
| 7-1284-391-01-000-100-0-000 | TRANSFERS IN-GENERAL FUND | -8,087.77 |
| 7-1100-491-01-000-284-0-891 | TRANSFERS OUT-DESIG PURP LVL 4 | -8,087.77 |
| | **TOTAL BUDGET INCREASE (DECREASE)** | **0.00** |

**REASON:**

**To unappropriate the remaining balances from the COPS Valley view and COPS Monte Alto ISD's at closing of year 12/31/07. There is a difference of .01 in this BA to offset the .01 difference when the budget for the ISD's was appropriated on 03/21/07 see JE #70829 and JE #71753. JE # 70829 on 03/21/07 appropriated $113,035.55 on the expenditures and JE #71753 dated 06/05/07 appropriated $113,035,56 on the revenues.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

/ /
**DATE**

**ATTEST COUNTY CLERK**

**DATE:** February 28, 2008

**2007**
**Transfer**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for the Deobligation of Funds in Fund (1287)

**ACCOUNT NUMBER:** 7-1287-452-00-122-019-5-739

**SUBJECT:** **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

**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 (2).

| ACCOUNT NUMBER | ACCOUNT NAME | INCREASE (DECREASE) AMOUNT |
|---|---|---|
| | | |
| 7-1287-452-00-122-019-5-739 | NORTH SAN JUAN PARK-OTHER STRUCTURES | -72,831.29 |
| | | |
| 7-1287-391-01-000-331-5-000 | TRANSFERS IN-CERT OF OBLIG, 2001 | -782.50 |
| 7-1331-491-01-000-287-5-891 | TRANSFERS OUT-DESIG PURP LVL 7 | -782.50 |
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| | **TOTAL BUDGET INCREASE (DECREASE)** | **-74,396.29** |

**REASON:**

**To un-appropriate the remaining balances associated with the amount of Transfer-In (local match) from the NSJP Grant. On 02/20/08 (AI-7959) BJE # 8009 de-obligated from the Transfer-In (Revenue) side only the amount of $72,048.79. An additional amount of $782.50 was adjusted on 02/27/08. Total amount of appropriations to be de-oligated is $72,831.29. This BJE is de-obligating $782.50 only from the Transfer-In Cert of Oblig, 2001as a previous BJE #8009 on 02/20/08 de-obligated the amount of $72,048.79.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-8191** **20.H.**

# Program Income & G/F: Payment for Unallowed Medical Services Expenses

## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

---

**Information**

**CAPTION**

Health & Human Services Dept:
1. Approval to process payment for unallowable medical lab screenings to the Department of State Health Services in the total amount of $38,128.77.

2. Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Health Clinics (1100) in the amount of $19,064.38.

3. Approval to authorize County Treasurer to issue check to the Department of State Health Services after review and processing procedures are completed by County Auditor.

**BACKGROUND**

Funding to process this payment is from Program Income Acct and G/F, funds 1293 & 1100.
Breakdown: $19,064.39, fund 1293; $19,064.38, fund 1100. Intradept transfer pending approval for fund 1293 Program Income Acct, refer to AI 8197.

The County Health & Human Services Dept has implemented internal controls and procedures to hold staff members accountable for errors of this nature (i.e. computer coding errors). Disciplinary action will be taken by management if employees do not practice due professional care in order to avoid these types of errors, thus causing the County to absorb unallowable unnecessary medical services expenditures.

Procedures implemented include staff training and development for the Billing Department to mitigate errors.

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**Fiscal Impact**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-4XX-00-XXX-00X-0-XXX
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1100-415-00-115-002-0-899 --> 8-1100-441-00-340-003-0-339 $19,064.38, Available Balance as of 2-28-08 $514,283.02.

Funding to process this payment is from Program Income Acct and G/F, funds 1293 & 1100.
Breakdown: $19,064.39, fund 1293; $19,064.38, fund 1100. Intradept transfer pending approval for fund 1293 Program Income Acct, refer to AI 8197.

## Attachments

Link: Health Dept-Disallowed Expense Report

Link: Health Dept interdept transfer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Ivan Cantu (Originator) | Ivan Cantu | 02/28/2008 04:18 PM | APRV |
| 2 | Dina Trevino | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Ivan Cantu | | | Started On: 02/28/2008 01:42 PM | |
| Final Approval Date: 03/03/2008 | | | | |

| Current YTD | Account # | Invoice Date | Amount Due | Amount Adjusted | Balance Due | |
|---|---|---|---|---|---|---|
| Edinburg | 61085051 | 01/21/08 | 116.29 | | 116.29 | 2005 |
| | 610850516 | 01/21/08 | 1,324.66 | | 1,324.66 | november |
| Elsa | 61085052 | 01/21/08 | 906.43 | | 906.43 | 2003,04,05 |
| | 610850526 | 01/21/08 | 1,582.64 | | 1,582.64 | november |
| Hidalgo | 610850536 | 01/21/08 | 1,441.50 | | 1,441.50 | december |
| | 98000185 | 02/21/08 | -12.00 | | -12.00 | credit |
| McAllen | 610850466 | 01/21/08 | 776.33 | | 776.33 | october |
| | 61085046 | 01/21/08 | 125.63 | | 125.63 | 2005 |
| Mission | 61085055 | 01/21/08 | 451.12 | | 451.12 | 2003 and 2005 |
| | 610850556 | 01/30/08 | 4,184.64 | | 4,184.64 | 2004,05,06,07 |
| Pharr | 61085056 | 01/21/08 | 978.15 | | 978.15 | 2003,2004,2005 |
| | 610850566 | 02/21/08 | 283.61 | | 283.61 | december |
| Weslaco | 610850576 | 01/21/08 | 1,082.18 | | 1,082.18 | december |
| | #61085057 | 01/21/08 | 3,965.64 | | 3,965.64 | 2003,2005 |
| Pulmonary | 610850324 | 02/21/08 | 478.32 | | 478.32 | august |
| | 610850136 | 01/21/08 | 6,556.65 | | 6,556.65 | 2004,05,06,07 |
| Central Office | 6139350613 | 01/21/08 | 5,822.40 | | 5,822.40 | october |
| | 61085053 | 01/21/08 | 114.80 | | 114.80 | 2005 |
| | 40002027 | 02/21/08 | -3.12 | | -3.12 | credit |
| | 61085674 | | | | | inactive |
| | 61398506 | | | | | inactive |
| TOTAL | | | $ 30,175.87 | | $ 30,175.87 | |

New statement from Weslaco, had not previously received one for this account # from the clinic.

1/31/08 PC to Roxie with the lab: do not have any statements for Mission account #610850556 which we are currently using. As per Roxie, will fax one today.

Lab fees – FFS - SDI related

30 175.87
7952.90
38,128.77

Dan Bittner
583-6221

SOUTH TEXAS LAB ACCOUNTS

| | Account # | Invoice # | Statement Date | Amount Due | Amt. Adjust. | Balance Due |
|---|---|---|---|---|---|---|
| Edinburg | 7710850516 | | 11/30/07 | 6,800.65 | | |
| Elsa | 10850526 | | 12/31/07 | 157.75 | | |
| Hidalgo | 7710850536 | | 12/31/07 | 188.60 | | |
| McAllen | 10850466 | | 12/31/07 | 233.15 | | |
| Mission | 7710850556 | | 12/31/07 | 229.80 | | |
| Pharr | 7710850566 | | 12/31/07 | 178.30 | | |
| Weslaco | 7710850576 | | 12/31/07 | 164.65 | | |
| Pulmonary | | | | | | |
| TOTAL | | | | $ 7,952.90 | | |

Note: Account #7710850516 is used for Edinburg and Pulm.

Gen Probes

**DATE:** February 28, 2008

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for Health Dept

**ACCOUNT NUMBER:** 8-1100-41X-X0-XXX-0XX-0 XXX

**SUBJECT:** **Interdepartmental 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 | | |
| 8-1100-415-00-115-002-0- 899 | CO WIDE ADM- CONTINGENCY | (19,064.38) |
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| | | |
| | | |
| TO | | |
| 8-1100-441-00-340-003-0- 339 | HEALTH CLINICS- OTHER PROF. SERVICES | 19,064.38 |
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| TOTAL BUDGET INCREASE (DECREASE) | | 0.00 |

**REASON:**

**Transfer needed to fund disallowed medical lab screening expenses, refer to AI 8197. Partial funding only.**

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

**AI-8202** **20.I.**

# 2008 interfund transfer for TXDOT-CR790-BRIDGES (1315)
# CC REGULAR

**Date:** 03/11/2008
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT
**Submitted For:** TXDOT-CR790-BRIDGES (1315)
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

## Information

**CAPTION**

Approval of 2008 interfund transfer from Certificate of Obligation Series 2004 - Precinct 2 - County Shop (1334) into TXDOT-CR790-BRIDGES (1315) in the amount of $5,000.00.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1334-431-00-122-032-0-741
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

From 8-1334-431-00-122-032-0-741 -- C.O.,2004-PCT 2-CO SHOP-VEHICLES to 8-1315-431-30-122-023-0-732 -- TXDOT-CR790-BRIDGES in the amount of $5,000.00. Available balance is $7,043.00 as of 2/29/08.

## Attachments

Link: 2008 Interfund for TXDOT (1315) - CR790

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/29/2008 08:45 AM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 02/29/2008 09:37 AM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Dale Kennan — Started On: 02/29/2008 08:28 AM

Final Approval Date: 03/03/2008

**DATE:** February 29, 2008

# 2008
**Transfer**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for the TXDOT-CR790-BRIDGES (1315)

**ACCOUNT NUMBER:** 8-1334-431-00-122-032-0-741
8-1315-431-30-122-023-0-732

**Contact Person:** Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

**SUBJECT:** **Interfund transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interfund transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| ACCOUNT NUMBER | ACCOUNT NAME | INCREASE (DECREASE) AMOUNT |
|---|---|---|
| | | |
| 8-1334-431-00-122-032-0-741 | C.O.,2004-PCT 2-CO SHOP-VEHICLES | (5,000.00) |
| 8-1334-491-01-000-315-0-891 | TRANSFERS OUT-TXDOT PROJECTS | 5,000.00 |
| 8-1315-391-01-000-334-0-000 | TRANSFERS IN-CERT OF OBLIG, 2004 | 5,000.00 |
| 8-1315-431-30-122-023-0-732 | TXDOT-CR790-BRIDGES | 5,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL BUDGET INCREASE (DECREASE) 1334 | 0.00 |
| | TOTAL BUDGET INCREASE (DECREASE) 1315 | 5,000.00 |

**REASON:** **To aquire additional funding as needed for the TXDOT-CR790-BRIDGES project (1315) in the amount of $5,000.00.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-8206** **20.J.**

# Ethics Policy
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

## Information

### CAPTION

Discussion, consideration, and possible action on approval and implementation on an Ethics Policy for Hidalgo County.

### BACKGROUND

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/29/2008 01:36 PM | APRV |
| 2 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Monica Badillo | | | Started On: 02/29/2008 10:18 AM | |
| Final Approval Date: 03/03/2008 | | | | |

**AI-8216** **20.K.**

**Personnel Policy**

**CC REGULAR**

**Date:** 03/06/2008

**Submitted By:** Sergio Cruz, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

## Information

**CAPTION**

1. Presentation of Amended Chapter III Civil Service Commission Rules (includes Revised Reclassiciation Policy previously approved by Commissioners' Court on January 2, 2008).

2. Discussion, consideration, and action on Revised Employment Procedures and Practices - Chapter 6 of the Hidalgo County Personnel Policy Manual.

**BACKGROUND**

## Fiscal Impact

## Attachments

Link: Civil Service Commission Rules - Chapter III Amended

Link: PERSONNEL POLICY MANUAL - CHAPTER 6 AMENDED

Link: Personnel Adjustment Request Form

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/29/2008 03:15 PM | APRV |
| 2 | Dale Kennan | Dale Kennan | 02/29/2008 03:51 PM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Sergio Cruz | | | Started On: 02/29/2008 01:44 PM | |
| Final Approval Date: 03/03/2008 | | | | |

## CHAPTER III

## EMPLOYMENT PROCEDURES[4]

### APPLICATION AND REQUISITION

3.00 Any person desiring to be employed by the County and/or District for a position subject to these rules must complete an application ("Application") through the Human Resources Department. County and/or District employees who apply for another County and/or District position subject to these rules while employed by the County and/or District are also required to complete an Application so that the Elected Official/Department Head filling a Vacancy is provided the latest information. (Amended April 10, 1996)

3.01 Any material misrepresentation of fact or failure to report pertinent data on the Application shall be just cause for dismissal.

3.02 To be eligible for employment with the County and/or District, a person must be able to show proof of citizenship or legal authority to work in the United States. Such proof must be in the form required by the Immigration Reform Act of 1986, as amended from time to time.

3.03 All persons employed by the County and/or District must have attained the minimum age of sixteen (16) years, and must be able to provide proof of age (e.g. driver's license or birth certificate).

3.04 Persons below the age of eighteen (18) years of age employed by the County and/or District are permitted to work only as provided for under Fair Labor Standards Act Regulations (29 C.F.R., Part 570), as amended from time to time.

3.05 Prospective employees will be required to pass performance tests to qualify for positions which have appropriate tests developed. The Commission shall be the final judge of the scope and content of such tests.

3.05A Persons selected to fill certain vacancies in the Head Start Program must also undergo and pass a criminal history check during the person's Probationary Period if such investigation is required by the Texas Department of Protective and Regulatory Services and the Department of Health and Human Services as a condition to employment. (Adopted May 15, 1996)

3.06 The completed Application must be returned to the Human Resources Director. If a Vacancy exists for which the applicant is qualified under the Internal Announcement Procedure and/or the Open Announcement Procedure, the applicant will be referred to the appropriate Elected Official/Department Head for review and possibly an interview. Otherwise, the completed Application will be maintained in the Human Resources Director's office for future reference. At the discretion of the Elected Official/Department Head filling a Vacancy, if the Vacancy is not filled from the Applications received after utilizing the Notice of Available Positions - Internal Announcement Procedure and/or the Notice of Available Positions - Open Announcement Procedure, other qualified Applications on file in the Human Resources Director's office may be considered for a Vacancy in the manner authorized in these rules. (Amended May 14, 1997; Amended December 9, 1998)

3.07 A complete, approved Human Resources Department Requisition Form (HCCS-3) must be submitted to the Human Resources Director by the Elected Official/Department Head seeking to fill a Vacancy before the Elected Official/Department Head interviews any potential employee for such Vacancy, and such interviews are limited to the applicants referred by the Human Resources Director to the Elected Official/Department Head. The Human Resources Director will

[4] Chapter III Originally adopted May 10, 1995

not refer potential employees to an Elected Official/Department Head until the Human Resources Department Requisition Form has been received and processed by the Human Resources Director. At the time the Elected Official/Department Head submits the HCCS-3 Form to the Human Resources Director, the Elected Official/Department Head shall indicate on such form whether the Vacancy is to be processed under the Internal Announcement Procedure or the Open Announcement Procedure. Under no circumstances may the Open Announcement Procedure be used by an Elected Official/Department Head unless the Vacancy was previously announced under the Internal Announcement Procedure and such Vacancy was not filled following the advertising of the Vacancy utilizing the Internal Announcement Procedure. (Amended May 14, 1997)

3.08 The Human Resources Director, upon receipt of a Personnel Requisition, will initially publish the Vacancy utilizing the Internal Announcement Procedure in the following manner:

a. A notice (the "Notice of Available Positions - Internal Announcement Procedure") summarizing all Personnel Requisitions received by the Human Resources Director during each calendar week which are ready for posting utilizing the Internal Announcement Procedure will be posted by the Human Resources Director on the first workday of the following week.

b. The Notice of Available Positions - Internal Announcement Procedure will be posted at theplaces at the County courthouse designated by the Commissioners' Court as places for posting notices of Commissioners' Court meetings. In addition, the Human Resources Director will also forward each Elected Official/Department Head a listing of the Vacancies announced in the Notice of Available Positions - Internal Announcement Procedure, together with a request that the Elected Official/Department Head make such list accessible to all County and/or District Employees.

c. Once posted, the Notice of Available Positions - Internal Announcement Procedure will remain posted for five (5) calendar days, excluding County and/or District holidays (the "Internal Announcement Procedure Posting Period"). (Amended May 14, 1997)

3.08A The Human Resources Director, upon receipt of a Personnel Requisition regarding a Vacancy which was not filled utilizing the Internal Announcement Procedure, will publish such Vacancies following the Open Announcement Procedure in the following manner:

a. A notice (the "Notice of Available Positions - Open Announcement Procedure") summarizing all Personnel Requisitions received by the Human Resources Director during each calendar week which are ready for posting utilizing the Open Announcement Procedure will be posted by the Human Resources Director on the first workday of the following week.

b. The Notice of Available Positions - Open Announcement Procedure will be posted at the places at the County courthouse designated by the Commissioners' Court as places for posting notices of Commissioners' Court meetings. In addition, the Human Resources Director will also forward each Elected Official/Department Head a list of the Notice of Available Positions -Open Announcement Procedure together with a request that the Elected Official/Department Head make such list accessible to all County and/or District Employees.

c. Once posted, the Notice of Available Positions - Open Announcement Procedure will remain posted for five (5) calendar days, excluding County and/or District holidays (the "Open Announcement Procedure Posting Period").

Elected Officials/Department Heads who desire to also advertise Vacancies published using the Open Announcement Procedure in additional ways, such as in an area newspaper or magazine of general circulation, must submit all proposed job announcements to the Human Resources Director for prior approval. (Adopted May 14, 1997)

3.09 The Human Resources Director shall initially utilize the Internal Announcement Procedure to process any Applications received for a Vacancy. The Human Resources Director will review the Applications and schedule appropriate interviews for Applicants who meet the minimum job qualifications under the Internal Announcement Procedure. The Human Resources Director, however, need not schedule interviews for all qualified Applicants unless requested to do so by the Elected Official/Department Head who submitted the Personnel Requisition. (Adopted May 14, 1997; Amended June 9, 1999)

3.10 In the event that fewer than three (3) qualified applicants are available for any Vacancy announced under the Open Announcement Procedure, the requesting Elected Official/Department Head may elect to interview such number of qualified applicants as are available, or to request that the Human Resources Director take further steps to solicit additional applicants as the Elected Official/Department Head and the Human Resources Director, in their sole discretion, may determine necessary or appropriate. (Adopted May 14, 1997; Amended June 9, 1999)

3.11 Except as provided in Section 3.49 hereof, no applicant shall be considered for a Vacancy, including a Vacancy proposed to be filled with a Temporary Employee, unless referred to the Elected Official/Department Head by the Human Resources Director in accordance with the procedures set forth in this Chapter III of the Rules. (Amended May 14, 1997; Amended December 9, 1998)

3.12 Any starting salary above the minimum starting salary must be cleared through: (i) the County Judge's Office and/or the comparable District office for availability of budgeted funds; and (ii) the Human Resources Director for compliance with Commission rules concerning compensation; and such increased starting salary must have the prior approval of the Commissioners' Court. (Adopted May 14, 1997; Amended June 9, 1999)

3.13 Following the interviews, the Elected Official/Department Head filling the Vacancy shall notify the Human Resources Director of the applicant selected for the position. Persons selected to fill a Vacancy in the Head Start Program must notify the Human Resources Director of the person selected to fill the Vacancy. (Adopted May 14, 1997; Amended June 9, 1999; Amended June 12, 2002)

3.14 Each new employee and each employee filling a Vacancy by promotion, will be classified as a Probationary Employee unless otherwise specified at the time of the appointment to the position.

3.15 All new employees will report to a designated representative of the hiring Elected Official/Department Head on their first day of work to process necessary forms. (Amended April 10, 1996)

LATERAL TRANSFERS

3.16 A lateral transfer is defined as an employee's movement within a Department or between Departments, from one position into another position, which new position has the same salary grade as the person's previous position, or until salary grades are established, is not budgeted for a higher salary than the employee's existing position.

3.17 An employee transferring laterally shall not receive a salary increase or decrease.

3.18 Lateral transfers may or may not involve a change in job responsibilities.

3.19 Employees may not transfer between Departments without prior approval from both affected Elected Officials/Department Heads and the Secretary. (Amended April 10, 1996)

3.20 A lateral transfer of an employee within a Department or from one Department to another within the same job classification is generally discouraged unless it is of benefit to both the County and/or District and the employee in order to improve productivity or morale.

3.21 Requests for lateral transfers must be submitted to the Secretary for a determination that the proposed transfer complies with the provisions of this Chapter. If such a determination is made, a lateral transfer may be made without advertising the Vacancy into which the employee is transferred. (Amended April 10, 1996)

RECLASSIFICATION

3.22 Offices and Departments may submit reclassification request at any time during the year, but they will be considered for approval during the annual budget process. If an immediate business necessity exists, a reclassification request may be considered at a time other that the annual budget process, but a Commissioners' Court waiver is required. (Amended January 2, 2008)

3.23 Position reclassifications may be required when fundamental changes in the position duties have occurred over a period of time and are the result of required business changes, organizational restructuring or changes in a program or department mission. Reclassifications will only occur when a position's job responsibilities have changed significantly in level and/or scope over an extended period of time compared to the duties and responsibilities listed on the position job description. A reclassification request may or may not result in a change in salary grade and until salary grades are established, a change in salary. (Amended January 2, 2008)

3.24 Reclassification request must be submitted on a completed Personnel Adjustment Request Form with a copy of the current job description and a copy of the proposed job description to Department of Budget and Management with a copy to the Human Resources Department.

The Human Resources Department will conduct a job audit (desk audit or on-site audit) of the position to determine is a reclassification is justified, and will make a recommendation on the job title and job description. The Department of Budget and Management will conduct a salary audit of the position to determine the appropriate salary grade and until salary grades are established, the appropriate salary and will make a recommendation on the proposed salary. Both departments will submit their recommendations to the Classification Committee[5] for approval. If approved by the committee, the Elected Official/Department Head will present the requested reclassification to the Governing Authority for its approval. All approved adjustments will be effective on the first day of the first full pay period following approval of the Governing Authority.

Note: Department Heads/Elected Officials may assign other (additional) duties to an employee in addition to those listed in a job description without requiring a reclassification. The job description is intended to provide a general job description with examples of work and duties to be performed and these may change according to the changing needs of a Department and/or the County. A reclassification may be warranted when fundamental changes in the position duties occur over time as defined above. (Amended April 10, 1996)(Amended January 2, 2008)

[5] Classification Committee will consist of a representative from the Human Resources Department, Treasurer's Office, and Department of Budget & Management.

3.25 Employees who occupy a job classification at the time of a reclassification, will be subject to meeting the minimum qualifications of the new job classification in order to remain incumbent in said job.

3.26 Positions occupied at time of a reclassification need not be advertised, so long as the incumbent meets the minimum qualifications of the new job classification and provided all procedures provided for reclassifications have been met.

3.27 An incumbent in a reclassified position is not subject to a new Probationary Period.

3.28 Positions that are Vacant at the time of a reclassification request must be advertised as provided in this Chapter.

PROMOTIONS

3.29 A promotion is defined as an employee's movement within a Department or between Departments, from one position into another position, which new position results in the employee moving from a lower salary grade to a higher salary grade, or until salary grades are established, results in an increase in salary for such employee, or which new position which is budgeted at a salary higher than the employee's existing position.

3.30 Employee promotions must be based on the County and/or District's compliance with the Commission's policy on advertising Vacancies set forth in this Chapter.

3.31 An employee who is promoted is placed on a three (3) month Probationary Period from the effective date of the promotion. During the Probationary Period, the promoted employee must satisfactorily demonstrate his or her ability to perform the duties required. Failure of the employee to satisfactorily complete the three (3) month Probationary Period will result in demotion to the employee's old position and salary, with the affected Elected Official's/Department Head's approval, provided such position is available, or transfer to another suitable Vacancy, or termination in the event no suitable positions are open.

DEMOTIONS

3.32 A demotion is defined as an employee's movement within a Department or between Departments, from one position into another position, which new position results in the employee moving from a higher salary grade to a lower salary grade, or until salary grades are established, results in a decrease in salary for such employee, or which moves the employee into a new position which is budgeted at a salary lower than the employee's existing position. Demotions may or may not involve a change in job responsibilities. Acceptable reasons for demotions are:

a. the inability of an employee to fulfill the functions of the job;

b. the employee's request for such change;

c. disciplinary action; or

d. reduction-in-force.

REORGANIZATION AND/OR CONSOLIDATION

3.33 A County and/or District reorganization and/or consolidation ("reorganization") occurs when the structure of a single Department or several Departments is changed in such a way as to significantly alter the number of employees and/or level of job classes within that Department.

Such changes may be proposed by an Elected Official/Department Head, or in certain instances, initiated by the Governing Authority.

3.34 All reorganization plans must be submitted, in writing, to the Commission, and must have attached a completed personnel action request form with specific changes requested for each affected position.

3.35 The Secretary will review and coordinate administrative items such as job descriptions and support documents with requesting Departments, and will forward the completed package to the Commission for approval.

3.36 If the reorganization is approved by the Commission, the completed package will be forwarded to the Governing Authority for its approval, unless the Governing Authority is the entity which requested the reorganization.

3.37 In all cases, the affected employees must be given at least seven (7) days written notice prior to the implementation of the reorganization.

3.38 Promotions resulting from a reorganization do not require announcement in accordance with these rules, but the employee so promoted must have completed his or her probationary period.

3.39 Any Vacancy resulting from a reorganization, or any Vacancy which occurs during a reorganization, must be announced in accordance with the provisions of this Chapter.

REDUCTION-IN-FORCE

3.40 Whenever it becomes necessary to reduce the number of employees of any Department in the County and/or District, such as through a reorganization, or termination or reduction in County and/or District programs based on action of the Governing Authority, the Elected Official/Department Head of the affected Department shall communicate, in writing, the following information to the Human Resources Department:

a. the number of positions to be eliminated; (Amended April 10, 1996)

b. the salary grade(s) or, until salary grades are established, the salaries for each position involved;

c. the job title(s) of the affected positions; and

d. the date the layoffs are to be effective.

Upon receipt of such notice, the Secretary will prepare a reduction in force list, by Department, of all employees affected. Whenever possible, the reduction in force list will group like positions. The reduction in force list will assign an order of layoff to each affected employee and the Department must conform to that order. The intent and purpose of this subsection is to insure fairness and equity in the exercise of employee layoffs.

3.41 The order of layoff of employees in the Department in which the reduction in force is to be made shall be:

a. Temporary Employees;

b. Probationary Employees;

c. Regular, Part-time Employees; and

d. Regular, Full-time Employees.

3.42 Regular, Full-time Employees shall also be laid off according to a layoff rating. Seniority shall be the sole layoff rating, unless two or more affected employees have equal seniority, in which event, performance appraisal ratings shall be taken into consideration in determining an employee's layoff rating. Employees with the lowest ratings will be laid off first. Among employees with equal layoff ratings, the order of layoff shall be determined by the Commission.

3.43 Generally, seniority shall be the sole layoff rating. The seniority rating will be determined simply by such employee's continuous County and/or District service as a Regular, Full-time Employee. Leaves of Absence shall not be included in computing continuous County and/or District service. An employee who resigns from County and/or District service shall lose all seniority credited to him/her prior thereto for purposes of this layoff formula, and subsequent reemployment of that employee shall not restore the seniority so lost. An employee shall receive two (2) points for each year of continuous County and/or District service. Portions of a year shall be prorated.

3.44 The second component of the layoff rating, applicable only to those with equal seniority ratings, will be the performance appraisal rating index derived by averaging the total scores of all "overall ratings" shown on all performance appraisals filed in that individual's official personnel file for the two year period preceding such computation. The value assigned to each "overall rating" shall be: the addition of ten (10) points for the highest possible overall rating (Superior); or five (5) points for the next highest overall rating (Exceeds Requirements); or two (2) points for a rating of "Meets Requirements"; or minus two (-2) points for a "Does Note Meet Requirements" rating.

REINSTATEMENT FOLLOWING REDUCTION-IN-FORCE

3.45 If an employee should be laid off as the result of a reduction-in-force, and if within a period of one (1) year thereafter, a Vacancy should occur in the same Department and in the same or in a lower salary grade, the said employee shall be reinstated in the vacant position, provided that such employee is willing to accept the offered employment, and provided further that such employee meets all qualifications for said position. When more than one person qualifies for reinstatement under this Section, the preference shall be given to the person laid off last.

NEPOTISM

3.46 The hiring of County and/or District employees shall not violate Hidalgo County’s Nepotism Policy or any applicable federal and state laws against nepotism, including laws contained in the Penal Code of the State of Texas.

EQUAL EMPLOYMENT OPPORTUNITY

3.47 It is the Commission's policy to provide equal employment opportunities to all applicants; to that end the Commission will cause the County and/or District to recruit, hire and promote qualified persons for all job positions without regard to race, color, creed, sex, age, national origin, handicap, or political affiliation. The Commission, however, may establish "bona-fide occupational qualifications" that relate to physical or mental abilities required to perform a job.

SPECIAL POSTING PROCEDURES FOR ENTRY LEVEL DEPUTY SHERIFF POSITION

3.48 The posting procedures provided in this Rule 3.48 are an exception to the requirement that all Vacancies first be announced utilizing the Internal Announcement Procedure. Posting of Vacancies under this Rule 3.48 shall be announced utilizing the Open Announcement Procedure, as modified by this Rule. The Sheriff's Department may use the Human Resources Department

Requisition Form to request that the Human Resources Director advertise for any job openings which may occur in an entry level deputy sheriff position during the six month period immediately following the posting, even if there are no Vacancies at the time of the request. If such a request is received, the Human Resources Director will publish such request for applications in the following manner:

a. A notice soliciting applications for any openings which may occur for the entry level deputy sheriff position during the six month period immediately following the posting is posted at the places at the County courthouse designated by the Commissioners Court as places for posting notices of Commissioners Court meetings. In addition, the Human Resources Director will also forward each Elected Official/Department Head a copy of the notice soliciting applications pursuant to this Rule 3.48, together with a request that the Elected Official/Department Head make such notice accessible to all County and/or District Employees;

b. The notice, once posted, will remain posted for fourteen (14) calendar days, excluding County and/or District holidays; and

c. A statement should be included in the job announcement indicating that applications are being accepted for any existing or future job openings for the entry level deputy sheriff position which are now available or which will become available during the six month period following the posting.

If the notice provided in this Section has been given, the Sheriff's Department may fill Vacancies in entry level deputy sheriff positions during the six month period immediately following the posting of such notices without further advertising such Vacancies. Such Vacancies are filled by the Sheriff's Department otherwise completing the Human Resources Department Requisition Form required by this Chapter for each Vacancy, complying with all other provisions of this Chapter, and requesting that the Human Resources Director send the Sheriff's Department the names and Applications of those applicants meeting minimum qualifications who responded to the general job announcement permitted by this Section rather than by posting such Vacancy. If the Secretary, at the request of the Sheriff's Department, has conducted testing of the eligible applicants following testing procedures acceptable to the Sheriff's Department, the Secretary may, at the request of the Sheriff's Department, in lieu of sending the Sheriff's Department a list of all applicants who met the minimum qualifications for the Vacancies, send the Sheriff's Department the names and Applications of the applicants with the highest over-all test scores, and absent good cause, following a personal interview with the Sheriff's Department, and such additional testing as the Sheriff's Department shall determine to be reasonable under the circumstances, such applicant shall be selected to fill such Vacancy. (Amended May 14, 1997)

SPECIAL POSTING PROCEDURES FOR DETENTION MATRON/DETENTION OFFICER POSITIONS

3.48A The posting procedures provided in this Rule 3.48A are an exception to the requirement that all Vacancies first be announced utilizing the Internal Announcement Procedure. Posting of Vacancies under this Rule 3.48A shall be announced utilizing the Open Announcement Procedure, as modified by this Rule. The Sheriff's Department may use the Human Resources Department Requisition Form to request that the Human Resources Director advertise for any job openings which may occur in the detention matron and/or detention officer positions during the six month period immediately following the posting, even if there are no Vacancies at the time of the request. If such a request is received, the Human Resources Director will publish such request for applications in the following manner:

a. A notice soliciting applications for any openings which may occur for the detention matron and/or detention officer position during the six month period

immediately following the posting is posted at the places at the County courthouse designated by the Commissioners Court as places for posting notices of Commissioners Court meetings. In addition, the Human Resources Director will also forward each Elected Official/Department Head a copy of the notice soliciting applications pursuant to this Rule 3.48A, together with a request that the Elected Official/Department Head make such notice accessible to all County and/or District Employees;

b. The notice, once posted, will remain posted for fourteen (14) calendar days, excluding County holidays; and

c. statement should be included in the job announcement indicating that applications are being accepted for any existing or future job openings for the detention matron and/or detention officer positions which are now available or which will become available during the six month period following the posting.

If the notice provided in this Section has been given, the Sheriff's Department may fill Vacancies in any detention matron and/or detention officer positions during the six month period immediately following the posting of such notices without further advertising such Vacancies. Such Vacancies are filled by the Sheriff's Department otherwise completing the Human Resources Department Requisition Form required by this Chapter for each Vacancy, complying with all other provisions of this Chapter, and requesting that the Human Resources Director send the Sheriff's Department the names and Applications of those applicants meeting minimum qualifications who responded to the general job announcement permitted by this Section rather than by posting such Vacancy. If the Secretary, at the request of the Sheriff's Department, has conducted testing of the eligible applicants following testing procedures acceptable to the Sheriff's Department, the Secretary may, at the request of the Sheriff's Department, in lieu of sending the Sheriff's Department a list of all applicants who met the minimum qualifications for the Vacancies, send the Sheriff's Department the name and Application of the applicant with the highest over-all test score, and absent good cause, following a personal interview with the Sheriff's Department, and such additional testing as the Sheriff's Department shall determine to be reasonable under the circumstances, such applicant shall be selected to fill such Vacancy.(Amended May 14, 1997)

EXCEPTIONS TO EMPLOYMENT PROCEDURES

3.49 The following situations do not require that an Elected Official/Department Head use the employment procedures described in this Chapter III to fill a vacancy for:

a. a position used to settle a complaint, grievance or civil rights complaint, provided the Elected Official/Department Head certifies such fact to the Secretary;

b. a position to which an individual charged with a crime under a criminal complaint or indictment is transferred pending final resolution of the criminal complaint or indictment, provided the Elected Official/Department Head certifies such fact to the Secretary;

c. Emergency Appointments;

d. an upgrade or downgrade of an occupied position as the result of a reclassification, so long as the procedures described in Section 3.22 through 3.28 hereof have been followed:

e. a lateral transfer so long as the procedures described in Sections 3.16 through 3.21 hereof have been followed;

f. a voluntary or involuntary demotion as described in Section 3.32 hereof;

g. a reorganization and/or consolidation so long as the procedures described in Sections 3.33 through 3.39 hereof have been followed. If the reorganization and/or consolidation also involves a reduction in force, the procedures described in Sections 3.40 through 3.44 hereof must also be followed;

h. an entry level position filled by an individual referred to the Elected Official/Department Head from programs associated with a Workforce Development Board ("WDB Programs"), provided the Elected Official/ Department Head notifies the Secretary, in writing, prior to the selection of such person, that the Elected Official/Department Head has a vacant position, identified by job number, for the WDB Programs participant, and the Elected Official/Department Head represents to the Secretary that such position will remain vacant until the earlier of: (i) the WDB Programs participant is dismissed; or (ii) funding for the WDB Program position expires, at which time the Elected Official/Department Head shall process the paperwork necessary for such WDB Programs participant to be placed in such position on the County payroll. The WDB Programs participant's Probationary Period with the County begins on the day such participant is first assigned to work for the Elected Official/Department Head, NOT the date such participant is placed on the County payroll;

i. a position filled based on a specific, prior, written waiver granted by the Commission; or

j. persons employed in the Head Start Program as "substitute teachers" for a period of twelve months or less so long as such employees are not scheduled to work a regular, recurring schedule, but rather are on call to work as substitute teachers for other employees in the Head Start Program who are not available for work on any particular school day (Adopted August 9, 1995; Amended July 14, 1999)

# CHAPTER 6

## EMPLOYMENT PROCEDURES AND PRACTICES[1]

### APPLICATION AND REQUISITION

6.01 Any person desiring to be employed by the County and/or District for a position subject to these rules must complete an application ("Application") through the Human Resources Department. County and/or District employees who apply for another County and/or District position subject to these rules while employed by the County and/or District are also required to complete an Application so that the Elected Official/Department Head filling a Vacancy is provided the latest information.

6.02 Any material misrepresentation of fact or failure to report pertinent data on the Application shall be just cause for dismissal.

6.03 To be eligible for employment with the County and/or District, a person must be able to show proof of citizenship or legal authority to work in the United States. Such proof must be in the form required by the Immigration Reform Act of 1986, as amended from time to time.

6.04 All persons employed by the County and/or District must have attained the minimum age of sixteen (16) years, and must be able to provide proof of age (e.g. driver's license or birth certificate).

6.05 Persons below the age of eighteen (18) years of age employed by the County and/or District are permitted to work only as provided for under Fair Labor Standards Act Regulations (29 C.F.R., Part 570), as amended from time to time.

6.06 Prospective employees will be required to pass performance tests to qualify for positions which have appropriate tests developed. The Commission shall be the final judge of the scope and content of such tests.

6.06A Persons selected to fill certain vacancies in the Head Start Program must also undergo and pass a criminal history check during the person's Probationary Period if such investigation is required by the Texas Department of Protective and Regulatory Services and the Department of Health and Human Services as a condition to employment.

6.07 The completed Application must be returned to the Human Resources Director. If a Vacancy exists for which the applicant is qualified under the Internal Announcement Procedure and/or the Open Announcement Procedure, the applicant will be referred to the appropriate Elected Official/Department Head for review and possibly an interview. Otherwise, the completed Application will be maintained in the Human Resources Director's office for future reference. At the discretion of the Elected Official/Department Head filling a Vacancy, if the Vacancy is not filled from the Applications received after utilizing the Notice of Available Positions - Internal Announcement Procedure and/or the Notice of Available Positions - Open Announcement Procedure, other qualified Applications on file in the Human Resources Director's office may be considered for a Vacancy in the manner authorized in these rules.

6.08 A complete, approved Human Resources Department Requisition Form (HCCS-3) must be submitted to the Human Resources Director by the Elected Official/Department Head seeking to fill a Vacancy before the Elected Official/Department Head interviews any potential employee for such Vacancy, and such interviews are limited to the applicants

[1] Entire Chapter Amended March 6, 2008

referred by the Human Resources Director to the Elected Official/Department Head. The Human Resources Director will not refer potential employees to an Elected Official/Department Head until the Human Resources Department Requisition Form has been received and processed by the Human Resources Director. At the time the Elected Official/Department Head submits the HCCS-3 Form to the Human Resources Director, the Elected Official/Department Head shall indicate on such form whether the Vacancy is to be processed under the Internal Announcement Procedure or the Open Announcement Procedure. Under no circumstances may the Open Announcement Procedure be used by an Elected Official/Department Head unless the Vacancy was previously announced under the Internal Announcement Procedure and such Vacancy was not filled following the advertising of the Vacancy utilizing the Internal Announcement Procedure.

6.09 The Human Resources Director, upon receipt of a Personnel Requisition, will initially publish the Vacancy utilizing the Internal Announcement Procedure in the following manner:

a. A notice (the "Notice of Available Positions - Internal Announcement Procedure") summarizing all Personnel Requisitions received by the Human Resources Director during each calendar week which are ready for posting utilizing the Internal Announcement Procedure will be posted by the Human Resources Director on the first workday of the following week.

b. The Notice of Available Positions - Internal Announcement Procedure will be posted at the places at the County courthouse designated by the Commissioners' Court as places for posting notices of Commissioners' Court meetings. In addition, the Human Resources Director will also forward each Elected Official/Department Head a listing of the Vacancies announced in the Notice of Available Positions - Internal Announcement Procedure, together with a request that the Elected Official/Department Head make such list accessible to all County and/or District Employees.

c. Once posted, the Notice of Available Positions - Internal Announcement Procedure will remain posted for five (5) calendar days, excluding County and/or District holidays (the "Internal Announcement Procedure Posting Period").

6.09A The Human Resources Director, upon receipt of a Personnel Requisition regarding a Vacancy which was not filled utilizing the Internal Announcement Procedure, will publish such Vacancies following the Open Announcement Procedure in the following manner:

a. A notice (the "Notice of Available Positions - Open Announcement Procedure") summarizing all Personnel Requisitions received by the Human Resources Director during each calendar week which are ready for posting utilizing the Open Announcement Procedure will be posted by the Human Resources Director on the first workday of the following week.

b. The Notice of Available Positions - Open Announcement Procedure will be posted at the places at the County courthouse designated by the Commissioners' Court as places for posting notices of Commissioners' Court meetings. In addition, the Human Resources Director will also forward each Elected Official/Department Head a list of the Notice of Available Positions -Open Announcement Procedure together with a request that the Elected Official/Department Head make such list accessible to all County and/or District Employees.

c. Once posted, the Notice of Available Positions - Open Announcement Procedure will remain posted for five (5) calendar days, excluding County and/or District holidays (the "Open Announcement Procedure Posting Period").

Elected Officials/Department Heads who desire to also advertise Vacancies published using the Open Announcement Procedure in additional ways, such as in an area newspaper or magazine of general circulation, must submit all proposed job announcements to the Human Resources Director for prior approval.

6.10 The Human Resources Director shall initially utilize the Internal Announcement Procedure to process any Applications received for a Vacancy. The Human Resources Director will review the Applications and schedule appropriate interviews for Applicants who meet the minimum job qualifications under the Internal Announcement Procedure. The Human Resources Director, however, need not schedule interviews for all qualified Applicants unless requested to do so by the Elected Official/Department Head who submitted the Personnel Requisition.

6.11 In the event that fewer than three (3) qualified applicants are available for any Vacancy announced under the Open Announcement Procedure, the requesting Elected Official/Department Head may elect to interview such number of qualified applicants as are available, or to request that the Human Resources Director take further steps to solicit additional applicants as the Elected Official/Department Head and the Human Resources Director, in their sole discretion, may determine necessary or appropriate.

6.12 Except as provided in Rule 6.50 hereof, no applicant shall be considered for a Vacancy, including a Vacancy proposed to be filled with a Temporary Employee, unless referred to the Elected Official/Department Head by the Human Resources Director in accordance with the procedures set forth in this Chapter III of the Rules.

6.13 Any starting salary above the minimum starting salary must be cleared through: (i) the County Judge's Office and/or the comparable District office for availability of budgeted funds; and (ii) the Human Resources Director for compliance with Commission rules concerning compensation; and such increased starting salary must have the prior approval of the Commissioners' Court.

6.14 Following the interviews, the Elected Official/Department Head filling the Vacancy shall notify the Human Resources Director of the applicant selected for the position. Persons selected to fill a Vacancy in the Head Start Program must notify the Human Resources Director of the person selected to fill the Vacancy.

6.15 All employment decisions related to an employee shall be made only by the appropriate Department Head/Elected Official.

6.16 Each new employee and each employee filling a Vacancy by promotion will be classified as a Probationary Employee unless otherwise specified at the time of the appointment to the position.

6.17 All new employees will report to a designated representative of the hiring Elected Official/Department Head on their first day of work to process necessary forms.

6.18 Employment of each employee shall be at the will of the appropriate Department Head/Elected Official so that each employee’s employment relationship may be terminated at the will of the employee or at the will of the Department Head/Elected Official at any time for any reason or for no reason at all. No person acting or purporting to act for the appropriate Department Head/Elected Official has authority to vary the employment at will relationship, nor to make an oral or written agreement for permanent

employment or employment for any specified period of time, except by written order entered in the minutes of the Commissioners' Court.

6.19 All employees are subject to assignment and reassignment by the appropriate Department Head/Elected Official at any time.

6.20 Each Department Head/Elected Official shall designate an employee who shall be in charge of personnel records for that Department. The designated employee is responsible for recording change of status, salary increases (cost of living), leave of absences, vacation and sick leave, separation forms, as well as maintaining all other information and documentation in the employee's personnel folders for the requisite periods of time required by law.

LATERAL TRANSFERS

6.21 A lateral transfer is defined as an employee's movement within a Department or between Departments, from one position into another position, which new position has the same salary grade as the person's previous position, or until salary grades are established, is not budgeted for a higher salary than the employee's existing position.

6.22 An employee transferring laterally shall not receive a salary increase or decrease.

6.23 Lateral transfers may or may not involve a change in job responsibilities.

6.24 Employees may not transfer between Departments without prior approval from both affected Elected Officials/Department Heads and the Secretary.

6.25 A lateral transfer of an employee within a Department or from one Department to another within the same job classification is generally discouraged unless it is of benefit to both, the County and/or District and the employee in order to improve productivity or morale.

6.26 Requests for lateral transfers must be submitted to the Secretary for a determination that the proposed transfer complies with the provisions of this Chapter. If such a determination is made, a lateral transfer may be made without advertising the Vacancy into which the employee is transferred.

RECLASSIFICATION

6.27 Offices and Departments may submit reclassification request at any time during the year, but they will be considered for approval during the annual budget process. If an immediate business necessity exists, a reclassification request may be considered at a time other that the annual budget process, but a Commissioners' Court waiver is required.

6.28 Position reclassifications may be required when fundamental changes in the position duties have occurred over a period of time and are the result of required business changes, organizational restructuring or changes in a program or department mission. Reclassifications will only occur when a position's job responsibilities have changed significantly in level and/or scope over an extended period of time compared to the duties and responsibilities listed on the position job description. A reclassification request may or may not result in a change in salary grade and until salary grades are established, a change in salary.

6.29 Reclassification request must be submitted on a completed Personnel Adjustment Request Form with a copy of the current job description and a copy of the proposed job

description to Department of Budget and Management with a copy to the Human Resources Department.

The Human Resources Department will conduct a job audit (desk audit or on-site audit) of the position to determine is a reclassification is justified, and will make a recommendation on the job title and job description. The Department of Budget and Management will conduct a salary audit of the position to determine the appropriate salary grade and until salary grades are established, the appropriate salary and will make a recommendation on the proposed salary. Both departments will submit their recommendations to the Classification Committee[2] for approval. If approved by the committee, the Elected Official/Department Head will present the requested reclassification to the Governing Authority for its approval. All approved adjustments will be effective on the first day of the first full pay period following approval of the Governing Authority.

Note: Department Heads/Elected Officials may assign other (additional) duties to an employee in addition to those listed in a job description without requiring a reclassification. The job description is intended to provide a general job description with examples of work and duties to be performed and these may change according to the changing needs of a Department and/or the County. A reclassification may be warranted when fundamental changes in the position duties occur over time as defined above.

6.30 Employees who occupy a job classification at the time of a reclassification will be subject to meeting the minimum qualifications of the new job classification in order to remain incumbent in said job.

6.31 Positions occupied at time of a reclassification need not be advertised, so long as the incumbent meets the minimum qualifications of the new job classification and provided all procedures provided for reclassifications have been met.

6.32 An incumbent in a reclassified position is not subject to a new Probationary Period.

6.33 Positions that are Vacant at the time of a reclassification request must be advertised as provided in this Chapter.

PROMOTIONS

6.34 A promotion is defined as an employee's movement within a Department or between Departments, from one position into another position, which new position results in the employee moving from a lower salary grade to a higher salary grade, or until salary grades are established, results in an increase in salary for such employee, or which new position which is budgeted at a salary higher than the employee's existing position.

6.35 Employee promotions must be based on the County and/or District's compliance with the Commission's policy on advertising Vacancies set forth in this Chapter.

6.36 An employee who is promoted is placed on a three (3) month Probationary Period from the effective date of the promotion. During the Probationary Period, the promoted employee must satisfactorily demonstrate his or her ability to perform the duties required. Failure of the employee to satisfactorily complete the three (3) month Probationary Period will result in demotion to the employee's old position and salary, with the affected Elected Official's/Department Head's approval, provided such position is available, or transfer to another suitable Vacancy, or termination in the event no suitable positions are open.

[2] Classification Committee will consist of a representative from the Human Resources Department, Treasurer's Office, and Department of Budget & Management.

DEMOTIONS

6.37 A demotion is defined as an employee's movement within a Department or between Departments, from one position into another position, which new position results in the employee moving from a higher salary grade to a lower salary grade, or until salary grades are established, results in a decrease in salary for such employee, or which moves the employee into a new position which is budgeted at a salary lower than the employee's existing position. Demotions may or may not involve a change in job responsibilities. Acceptable reasons for demotions are:

a. the inability of an employee to fulfill the functions of the job;

b. the employee's request for such change;

c. disciplinary action; or

d. reduction-in-force.

REORGANIZATION AND/OR CONSOLIDATION

6.38 A County and/or District reorganization and/or consolidation ("reorganization") occurs when the structure of a single Department or several Departments is changed in such a way as to significantly alter the number of employees and/or level of job classes within that Department. Such changes may be proposed by an Elected Official/Department Head, or in certain instances, initiated by the Governing Authority.

6.39 All reorganization plans must be submitted, in writing, to the Commission, and must have attached a completed personnel action request form with specific changes requested for each affected position.

6.40 The Secretary will review and coordinate administrative items such as job descriptions and support documents with requesting Departments, and will forward the completed package to the Commission for approval.

6.41 If the reorganization is approved by the Commission, the completed package will be forwarded to the Governing Authority for its approval, unless the Governing Authority is the entity which requested the reorganization.

6.42 In all cases, the affected employees must be given at least seven (7) days written notice prior to the implementation of the reorganization.

6.43 Promotions resulting from reorganization do not require announcement in accordance with these rules, but the employee so promoted must have completed his or her probationary period.

6.44 Any Vacancy resulting from reorganization, or any Vacancy which occurs during reorganization, must be announced in accordance with the provisions of this Chapter.

REDUCTION-IN-FORCE

6.45 Whenever it becomes necessary to reduce the number of employees of any Department in the County and/or District, such as through a reorganization, or termination or reduction in County and/or District programs based on action of the Governing Authority, the Elected Official/Department Head of the affected Department shall communicate, in writing, the following information to the Human Resources Department:

a. the number of positions to be eliminated;

b. the salary grade(s) or, until salary grades are established, the salaries for each position involved;

c. the job title(s) of the affected positions; and

d. the date the layoffs are to be effective.

Upon receipt of such notice, the Secretary will prepare a reduction in force list, by Department, of all employees affected. Whenever possible, the reduction in force list will group like positions. The reduction in force list will assign an order of layoff to each affected employee and the Department must conform to that order. The intent and purpose of this subsection is to insure fairness and equity in the exercise of employee layoffs.

6.46 The order of layoff of employees in the Department in which the reduction in force is to be made shall be:

a. Temporary Employees;

b. Probationary Employees;

c. Regular, Part-time Employees; and

d. Regular, Full-time Employees.

6.47 Regular, Full-time Employees shall also be laid off according to a layoff rating. Seniority shall be the sole layoff rating, unless two or more affected employees have equal seniority, in which event, performance appraisal ratings shall be taken into consideration in determining an employee's layoff rating. Employees with the lowest ratings will be laid off first. Among employees with equal layoff ratings, the order of layoff shall be determined by the Commission.

6.48 Generally, seniority shall be the sole layoff rating. The seniority rating will be determined simply by such employee's continuous County and/or District service as a Regular, Full-time Employee. Leaves of Absence shall not be included in computing continuous County and/or District service. An employee who resigns from County and/or District service shall lose all seniority credited to him/her prior thereto for purposes of this layoff formula, and subsequent reemployment of that employee shall not restore the seniority so lost. An employee shall receive two (2) points for each year of continuous County and/or District service. Portions of a year shall be prorated.

6.49 The second component of the layoff rating, applicable only to those with equal seniority ratings, will be the performance appraisal rating index derived by averaging the total scores of all "overall ratings" shown on all performance appraisals filed in that individual's official personnel file for the two year period preceding such computation. The value assigned to each "overall rating" shall be: the addition of ten (10) points for the highest possible overall rating (Superior); or five (5) points for the next highest overall rating (Exceeds Requirements); or two (2) points for a rating of "Meets Requirements"; or minus two (-2) points for a "Does Note Meet Requirements" rating.

REINSTATEMENT FOLLOWING REDUCTION-IN-FORCE

6.50 If an employee should be laid off as the result of a reduction-in-force, and if within a period of one (1) year thereafter, a Vacancy should occur in the same Department and in the same or in a lower salary grade, the said employee shall be reinstated in the vacant position, provided that such employee is willing to accept the offered employment, and provided further that such employee meets all qualifications for said position. When more than one person qualifies for reinstatement under this Rule, the preference shall be given to the person laid off last.

NEPOTISM

6.51 The hiring of County and/or District employees shall not violate Hidalgo County's Nepotism Policy or any applicable federal and state laws against nepotism, including laws contained in the Penal Code of the State of Texas.

EQUAL EMPLOYMENT OPPORTUNITY

6.52 It is the Commission's policy to provide equal employment opportunities to all applicants; to that end the Commission will cause the County and/or District to recruit, hire and promote qualified persons for all job positions without regard to race, color, creed, sex, age, national origin, handicap, or political affiliation. The Commission, however, may establish "bona-fide occupational qualifications" that relate to physical or mental abilities required to perform a job.

SPECIAL POSTING PROCEDURES FOR ENTRY LEVEL DEPUTY SHERIFF POSITION

6.53 The posting procedures provided in this Rule 6.53 are an exception to the requirement that all Vacancies first be announced utilizing the Internal Announcement Procedure. Posting of Vacancies under this Rule 6.53 shall be announced utilizing the Open Announcement Procedure, as modified by this Rule. The Sheriff's Department may use the Human Resources Department Requisition Form to request that the Human Resources Director advertise for any job openings which may occur in an entry level deputy sheriff position during the six month period immediately following the posting, even if there are no Vacancies at the time of the request. If such a request is received, the Human Resources Director will publish such request for applications in the following manner:

a. A notice soliciting applications for any openings which may occur for the entry level deputy sheriff position during the six month period immediately following the posting is posted at the places at the County courthouse designated by the Commissioners Court as places for posting notices of Commissioners Court meetings. In addition, the Human Resources Director will also forward each Elected Official/Department Head a copy of the notice soliciting applications pursuant to this Rule 6.53, together with a request that the Elected Official/Department Head make such notice accessible to all County and/or District Employees;

b. The notice, once posted, will remain posted for fourteen (14) calendar days, excluding County and/or District holidays; and

c. A statement should be included in the job announcement indicating that applications are being accepted for any existing or future job openings for the entry level deputy sheriff position which are now available or which will become available during the six month period following the posting.

If the notice provided in this Rule has been given, the Sheriff's Department may fill Vacancies in entry level deputy sheriff positions during the six month period immediately following the posting of such notices without further advertising such Vacancies. Such Vacancies are filled by the Sheriff's Department otherwise completing the Human Resources Department Requisition Form required by this Chapter for each Vacancy, complying with all other provisions of this Chapter, and requesting that the Human Resources Director send the Sheriff's Department the names and Applications of those applicants meeting minimum qualifications who responded to the general job announcement permitted by this Rule rather than by posting such Vacancy. If the Secretary, at the request of the Sheriff's Department, has conducted testing of the eligible applicants following testing procedures acceptable to the Sheriff's Department, the Secretary may, at the request of the Sheriff's Department, in lieu of sending the Sheriff's Department a list of all applicants who met the minimum qualifications for the Vacancies, send the Sheriff's Department the names and Applications of the applicants with the highest over-all test scores, and absent good cause, following a personal interview with the Sheriff's Department, and such additional testing as the Sheriff's Department shall determine to be reasonable under the circumstances, such applicant shall be selected to fill such Vacancy.

SPECIAL POSTING PROCEDURES FOR DETENTION MATRON/DETENTION OFFICER POSITIONS

6.53A The posting procedures provided in this Rule 6.53A are an exception to the requirement that all Vacancies first be announced utilizing the Internal Announcement Procedure. Posting of Vacancies under this Rule 6.53A shall be announced utilizing the Open Announcement Procedure, as modified by this Rule. The Sheriff's Department may use the Human Resources Department Requisition Form to request that the Human Resources Director advertise for any job openings which may occur in the detention matron and/or detention officer positions during the six month period immediately following the posting, even if there are no Vacancies at the time of the request. If such a request is received, the Human Resources Director will publish such request for applications in the following manner:

a. A notice soliciting applications for any openings which may occur for the detention matron and/or detention officer position during the six month period immediately following the posting is posted at the places at the County courthouse designated by the Commissioners Court as places for posting notices of Commissioners Court meetings. In addition, the Human Resources Director will also forward each Elected Official/Department Head a copy of the notice soliciting applications pursuant to this Rule 6.53A, together with a request that the Elected Official/Department Head make such notice accessible to all County and/or District Employees;

b. The notice, once posted, will remain posted for fourteen (14) calendar days, excluding County holidays; and

c. statement should be included in the job announcement indicating that applications are being accepted for any existing or future job openings for the detention matron and/or detention officer positions which are now available or which will become available during the six month period following the posting.

If the notice provided in this Rule has been given, the Sheriff's Department may fill Vacancies in any detention matron and/or detention officer positions during the six month period immediately following the posting of such notices without further advertising such Vacancies. Such Vacancies are filled by the Sheriff's Department otherwise completing the Human Resources Department Requisition Form required by this Chapter for each

Vacancy, complying with all other provisions of this Chapter, and requesting that the Human Resources Director send the Sheriff's Department the names and Applications of those applicants meeting minimum qualifications who responded to the general job announcement permitted by this Rule rather than by posting such Vacancy. If the Secretary, at the request of the Sheriff's Department, has conducted testing of the eligible applicants following testing procedures acceptable to the Sheriff's Department, the Secretary may, at the request of the Sheriff's Department, in lieu of sending the Sheriff's Department a list of all applicants who met the minimum qualifications for the Vacancies, send the Sheriff's Department the name and Application of the applicant with the highest over-all test score, and absent good cause, following a personal interview with the Sheriff's Department, and such additional testing as the Sheriff's Department shall determine to be reasonable under the circumstances, such applicant shall be selected to fill such Vacancy.

EXCEPTIONS TO EMPLOYMENT PROCEDURES

6.54 The following situations do not require that an Elected Official/Department Head use the employment procedures described in this Chapter 6 to fill a vacancy for:

a. a position used to settle a complaint, grievance or civil rights complaint, provided the Elected Official/Department Head certifies such fact to the Secretary;

b. a position to which an individual charged with a crime under a criminal complaint or indictment is transferred pending final resolution of the criminal complaint or indictment, provided the Elected Official/Department Head certifies such fact to the Secretary;

c. Emergency Appointments;

d. an upgrade or downgrade of an occupied position as the result of a reclassification, so long as the procedures described in Rule 6.27 through 6.33 hereof have been followed:

e. a lateral transfer so long as the procedures described in Rules 6.21 through 6.26 hereof have been followed;

f. a voluntary or involuntary demotion as described in Rule 6.37 hereof;

g. a reorganization and/or consolidation so long as the procedures described in Rules 6.38 through 6.44 hereof have been followed. If the reorganization and/or consolidation also involves a reduction in force, the procedures described in Rules 6.45 through 6.49 hereof must also be followed;

h. an entry level position filled by an individual referred to the Elected Official/Department Head from programs associated with a Workforce Development Board (“WDB Programs”), provided the Elected Official/ Department Head notifies the Secretary, in writing, prior to the selection of such person, that the Elected Official/Department Head has a vacant position, identified by job number, for the WDB Programs participant, and the Elected Official/Department Head represents to the Secretary that such position will remain vacant until the earlier of: (i) the WDB Programs participant is dismissed; or (ii) funding for the WDB Program position expires, at which time the Elected Official/Department Head shall process the paperwork necessary for such WDB Programs participant to be placed in such position on the County payroll. The WDB Programs participant's Probationary Period with the County begins on the

day such participant is first assigned to work for the Elected Official/Department Head, NOT the date such participant is placed on the County payroll;

i. a position filled based on a specific, prior, written waiver granted by the Commission; or

j. persons employed in the Head Start Program as “substitute teachers” for a period of twelve months or less so long as such employees are not scheduled to work a regular, recurring schedule, but rather are on call to work as substitute teachers for other employees in the Head Start Program who are not available for work on any particular school day

**[End of Chapter 6]**

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER**:** DATE**:**

CURRENT POSITION TITLE**:** CURRENT SLOT. #:

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: **$** _____ **$** _____ **$** _____
Current Budgeted Salary | Proposed Budgeted Salary | Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

**POSITION Type:**

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ _____

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☐ | Non-Exempt | ☐ |
| N/A | ☐ | | |

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

**NEW POSITION:** Brief job description and attach a copy of the new job description.

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | DATE | PERSONNEL PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | BUDGET PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

**AI-8209** **20.L.**

## Interdept. Transfer
## CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Veronica Lopez, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT

### Information

**CAPTION**

Approval of 2007 interdepartmental transfer from County Wide Administration-Contingency to Department of Budget and Management- General Litigation in the amount of $14,560.02.

**BACKGROUND**

### Fiscal Impact

**FISCAL YEAR:** 2007 **ACCT. #:** 7-1100-415-X0-115-0XX-0-XXX
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

7-1100-415-00-115-002-0-899 --> 7-1100-415-30-115-021-0-333 $14,560.02
Available balance as of 2/29/08 $191,169.80.

### Attachments

Link: Interdept. Transfer

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/29/2008 01:40 PM | APRV |
| 2 | Andres Castro | Andres Castro | 02/29/2008 02:09 PM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Veronica Lopez Started On: 02/29/2008 11:20 AM

Final Approval Date: 03/03/2008

**DATE:** February 29, 2008

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Dept. of Budget & Management

**ACCOUNT NUMBER:** 7-1100-415-30-115-021-0-333

**SUBJECT:** **Interdepartmental 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 Interdepartmental 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 | (14,560.02) |
| | | |
| | | |
| TO | | |
| 7-1100-415-30-115-021-0- 333 | GENERAL LITIGATION- LEGAL & EXPERT WITNESS | 14,560.02 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL BUDGET INCREASE (DECREASE) | 0.00 |

**REASON:** INTERDEPT TRANSFER FROM COUNTYWIDE ADMIN. CONTINGENCY TO GENERAL LITIGATION (1100) TO FUND EXPECTED EXPENSES.

**DEPARTMENT HEAD SIGNATURE**

**COMMISSIONERS COURT**

/ /

**DATE**

**ATTEST, COUNTY CLERK**

**AI-8219** **20.M.**

**Interdept Transfer**

**CC REGULAR**

**Date:** 03/06/2008
**Submitted By:** Veronica Lopez, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Approval of 2007 interdepartmental transfer from Colonia Access Program to Pct. 1 CAP (1200) in the amount of $112.36.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 7-1200-431-00-1XX-0XX-0-XXX
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

7-1200-431-00-115-042-0-666 --> 7-1200-431-00-121-014-0-113 $112.36
Available balance as of 2/29/08 $177.42

## Attachments

Link: Transfer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/29/2008 02:30 PM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 02/29/2008 03:33 PM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Veronica Lopez — Started On: 02/29/2008 02:13 PM

Final Approval Date: 03/03/2008

**DATE:** February 29, 2008

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Dept. of Budget & Management for Pct 1-CAP

**ACCOUNT NUMBER:** 7-1200-431-00-1XX-0XX-0-XXX

**SUBJECT:** **Interdepartmental 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 Interdepartmental 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 | | |
| 7-1200-431-00-115-042-0- 666 | Colonia Access Prg- Minor Office Furniture | (112.36) |
| | | |
| | | |
| TO | | |
| 7-1200-431-00-121-014-0- 113 | Pct. 1 Colonia- Perm F/T Employees | 112.36 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL BUDGET INCREASE (DECREASE) | 0.00 |

**REASON:** INTERDEPT TRANSFER FROM COLONIA ACCESS PRG- MINOR OFFICE FURNITURE, TO PCT. 1 COLONIA- PERM F/T EMP (1200) TO FUND EXPECTED EXPENSES.

**DEPARTMENT HEAD SIGNATURE**

**COMMISSIONERS COURT**

/ /

**DATE**

**ATTEST, COUNTY CLERK**

**AI-8222** **20.N.**

# INTERDEPT. TRANSFER
# CC REGULAR

**Date:** 03/11/2008
**Submitted By:** Veronica Lopez, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Approval of 2008 interdepartmental transfer from County Wide Administration-Contingency to Computer Department- Bldg R&M Services (1100) in the amount of $2,000.00.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-415-00-XXX-002-0-XXX
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1100-415-00-115-002-0-899 --> 8-1100-415-00-200-002-0-431 $2,000.00
Available balance as of 2/29/08 $514,283.02

## Attachments

Link: Transfer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/29/2008 04:38 PM | APRV |
| 2 | Andres Castro | Andres Castro | 02/29/2008 04:49 PM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Veronica Lopez | | | Started On: 02/29/2008 04:27 PM | |
| Final Approval Date: 03/03/2008 | | | | |

**DATE:** February 29, 2008

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Dept. of Budget & Management for Computer Department

**ACCOUNT NUMBER:** 8-1100-415-00-200-002-0-431

**SUBJECT:** **Interdepartmental 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 Interdepartmental 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 | | |
| 8-1100-415-00-115-002-0- 899 | CO WIDE ADMIN - CONTINGENCY | (2,000.00) |
| | | |
| | | |
| TO | | |
| 8-1100-415-00-200-002-0- 431 | COMPUTER DEPT- BLDG R&M SERVICES | 2,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL BUDGET INCREASE (DECREASE) | | 0.00 |

**REASON:** INTERDEPT TRANSFER FROM COUNTYWIDE ADMIN. CONTINGENCY TO COMPUTER DEPT- BLDG R&M SERVICES (1100) TO FUND EXPECTED EXPENSES.

**DEPARTMENT HEAD SIGNATURE**

**COMMISSIONERS COURT**

**DATE** (/ /)

**ATTEST, COUNTY CLERK**

**AI-8227** **20.O.**

# Payment for TxDOT Bridge Projects
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Sergio Cruz, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

## Information

**CAPTION**

1. Discussion, consideration, and approval for County Auditor/Treasurer to issue payment to Texas Department of Transportation for the remaining local participation for the CR 790 (Moore Road) Bridge Project (CSJ: 0921-02-137) in the amount of $10,467.30.

2. Discussion, consideration, and approval for County Auditor/Treasurer to issue payment to Texas Department of Transportation for the remaining local participation for the CR 684 (Mile 4 North Road) Bridge Project (CSJ: 0921-02-136) in the amount of $10,850.25.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1315-431-30-121-032-0-732
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
$13,650.25 available account balance as of 02-29-2008 (CR 684)

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1315-431-30-122-023-0-732
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
$5,467.30 available account balance as of 02-29-2008 (CR 790)
$5,000.00 transfer pending approval on 03-06-2008 (AI-8202)

## Attachments

Link: Payment Request
Link: CR 790 Moore Rd (CSJ-0921-02-136)
Link: CR 684 Mile 4 North Rd (CSJ-0921-06-136)

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Sergio Cruz (Originator) | Sergio Cruz | 02/29/2008 05:47 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 02/29/2008 05:51 PM | APRV |

| | | | | |
|---|---|---|---|---|
| 3 | Andres Castro | Andres Castro | 03/03/2008 08:51 AM | APRV |
| 4 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Sergio Cruz

Started On: 02/29/2008 05:00 PM

Final Approval Date: 03/03/2008

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

February 27, 2008

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

Attn: Mr. Sergio Cruz, Manager, Strategic Planning Section Hidalgo County Department
Of Budget & Management-Budget Division

**RE: Second Payment for Off-System Bridge Replacement Projects:**
**1) CR 790(Moore Road) @ Drainage Ditch, Str. # AA07-90-001, CSJ: 0921-02-137**
**2) CR 684(Mile 4 North Road) @ Drainage Ditch, Str. #AA06-84-001, CSJ: 0921-02-136**

Honorable Judge Salinas,

The plans for the subject bridge replacement projects have been completed and are currently being processed for a March 2008 letting for construction. To ensure that the project stays on schedule, please submit a payment in the amount of **$21,317.55,** made payable to the Texas Department of Transportation Trust Fund. This amount will cover the County's remaining local participation which is required for this project.

If you have any questions or need any further information, please contact our District Transportation Planning and Development Director, Jody Ellington, P.E., at (956) 702-6242.

Sincerely,

Mario R. Jorge, P.E.
Pharr District Engineer

MJ:ccm

cc: Jody Ellington, P.E., Director of Transportation Planning & Development
Hector Gonzalez, P.E., Pharr Area Engineer
Honorable Sylvia Handy, Hidalgo County Commissioner Precinct #1
Honorable Hector "Tito" Palacios, Hidalgo County Commissioner Precinct #2
District File

ORIGINAL

#21

County: Hidalgo
CSJ: 0921-02-137
Project: BR
Road/Street/Highway: CR 790
15 Digit NBI Structure No.: 21 (109) 0 AA07-90-001
Local Designation No.: Moore Road
Feature Crossed: Drainage Ditch

STATE OF TEXAS §

COUNTY OF TRAVIS §

RECEIVED S.S.
JUN 03 2005
FINANCE DIVISION

**ADVANCE FUNDING AGREEMENT**
**For Bridge Replacement or Rehabilitation**
**Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the **County of Hidalgo**, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns a bridge or bridges located on a public road or street located at **County Road 790 (Moore Road) over Drainage Ditch** and said bridge(s) is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order number **109667**, dated number **May 27,2004**; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project, hereinafter called the "Project", identified in the location map shown as Attachment B.

**NOW, THEREFORE,** in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

## AGREEMENT

1. **Period of this Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. **Conditions for Termination of this Agreement**

a. The Agreement is terminated in writing with the mutual consent of the parties; or
b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

3. **Amendments**

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

4. **Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. **Scope of Work**

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

6. **Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

7. **Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work.

8. **Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs".
c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. **Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. **Architectural and Engineering Services will be Provided by the State**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. **Construction Responsibilities**

a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. **Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. **Local Project Sources and Uses of Funds**

a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local

Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

g. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
h. The State will not pay interest on any funds provided by the Local Government.
i. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
j. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, this Agreement will clearly state the amount of the fixed price or the incremental payment schedule.
k. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to **2.3%** percent as authorized by Texas Transportation Commission Minute Order Number **109978** dated **Feb 24, 2005**
l. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the 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.

14. **Performance by Local Government of Equivalent-Match Projects (EMPs) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWPs)**

a. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.

b. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.

c. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.

d. Responsibilities of the Local Government on EMP(s).
   (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
   (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
   (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
   (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. **Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: **Mr. Mario Jorge, P.E.**
**Pharr District Engineer**
**P.O. Box 1717**
**Pharr, Texas 78577-1717**

Local Government: **Honorable Ramon Garcia**
**Hidalgo County Judge**
**P.O Box 1356**
**Edinburg Texas, 78540**

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. **Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

17. **Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. **Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

19. **Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. **Sole Agreement**

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

21. **Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

22. **Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. **Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. **Office of Management and Budget (OMB) Audit Requirements**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

25. **Civil Rights Compliance**

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

26. **Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. **Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

28. **Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

29. **Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. **Local Government Restrictions**

In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. **Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

**IN TESTIMONY HEREOF,** the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE LOCAL GOVERNMENT**

By: _____
Signature

Approved by Commissioners' Court on 4-12-05

**Honorable Ramon Garcia**
Printed Name of Signatory

Title: **Hidalgo County Judge**

Date: 4-13-05

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
William R. Cox, P.E.
Director, Bridge Division

Date: 5-27-05

# REGULAR MEETING – April 12th , 2005

**BE IT REMEMBERED, that on this 12th day of April, A.D., 2005, there was begun and held a REGULAR MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:**

| | |
|---|---|
| HONORABLE RAMON GARCIA | HIDALGO COUNTY JUDGE |
| HONORABLE SYLVIA HANDY | COMMISSIONER, PRECINCT NO. 1 |
| HONORABLE HECTOR (TITO) PALACIOS | COMMISSIONER, PRECINCT NO. 2 |
| HONORABLE JOSE M. FLORES | COMMISSIONER, PRECINCT. NO 3 |

**and J.D. SALINAS, COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**

DATE 5/9/05
A true copy I certify
JUAN D. SALINAS III
County Clerk, Hidalgo County, Texas
By _____ Deputy

15. **Buildings & Grounds – Daniel Flores:** (SEE EXHIBIT Q)
    - **A. Status of relocation of B&G Dept. to former jail site**
    - **B. Landscape and Maintenance of courthouse grounds project**
    - **C. Status of renovations of administration building**
    - **D. Status of other ongoing county owned building construction, renovation repair projects**
    - **E. Report of unanticipated, or emergency situation occurring since last agenda meeting**

    Presentations made by Daniel Flores on items A thru E.

16. **Pct. #2 – Comm. Palacios:** (SEE EXHIBIT R)
    - **A. Discussion and possible action to approve Advance Funding Agreement for State Off-System Bridge Replacement Project as County Road 790 (Moore Rd.) over drainage ditch**

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

17. **Pct. #3 – Comm. Flores:** (SEE EXHIBIT S)
    - **A. Requesting approval to increase slot #123-005-049 from $ 19,548.82 to $ 21,399.79 (due to additional duties) – R & B**

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

    - **B. Requesting approval of revised salary schedule**
    - **C. Approval of Intradepartmental transfer**

    On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items B & C.

    - **D. Acceptance of a donation of 850 tons of asphalt from Valley Caliche**

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

At this time Judge Garcia returns to the Court.

18. **Purchasing Department – Marty Salazar:** (SEE EXHIBIT T)

**NOTES: 1. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE FORWARDED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**2. ANY/ALL REQUESTS FOR ACCEPTANCE AND APPROVAL OF CLAIMS/INVOICES UNDER THIS AGENDA WILL INCLUDE AUTHORITY FOR AUDITOR TO ISSUE PAYMENT AFTER REVIEW, AUDIT AND PROCESSING PROCEDURES ARE COMPLETED**

**a) The Purchasing Department does not participate in the acquisition or purchase of the good/services presented under this caption. The Purchasing Department merely facilitates the placement of such items since they deal with procurement related issues.**

DATE 5/9/05

A true copy I certify
JUAN D. SALINAS III
County Clerk, Hidalgo County

*There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.*

Dated this the 12th day of April, 2005

JUAN D. SALINAS, III, County Clerk
Hidalgo County, Texas

By: _____
Norma Garza, Deputy

I, JUAN D. SALINAS, III, County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on April 12, 2005.

Signed this 20 day of April 2005

ATTEST:
JUAN D. SALINAS, III
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

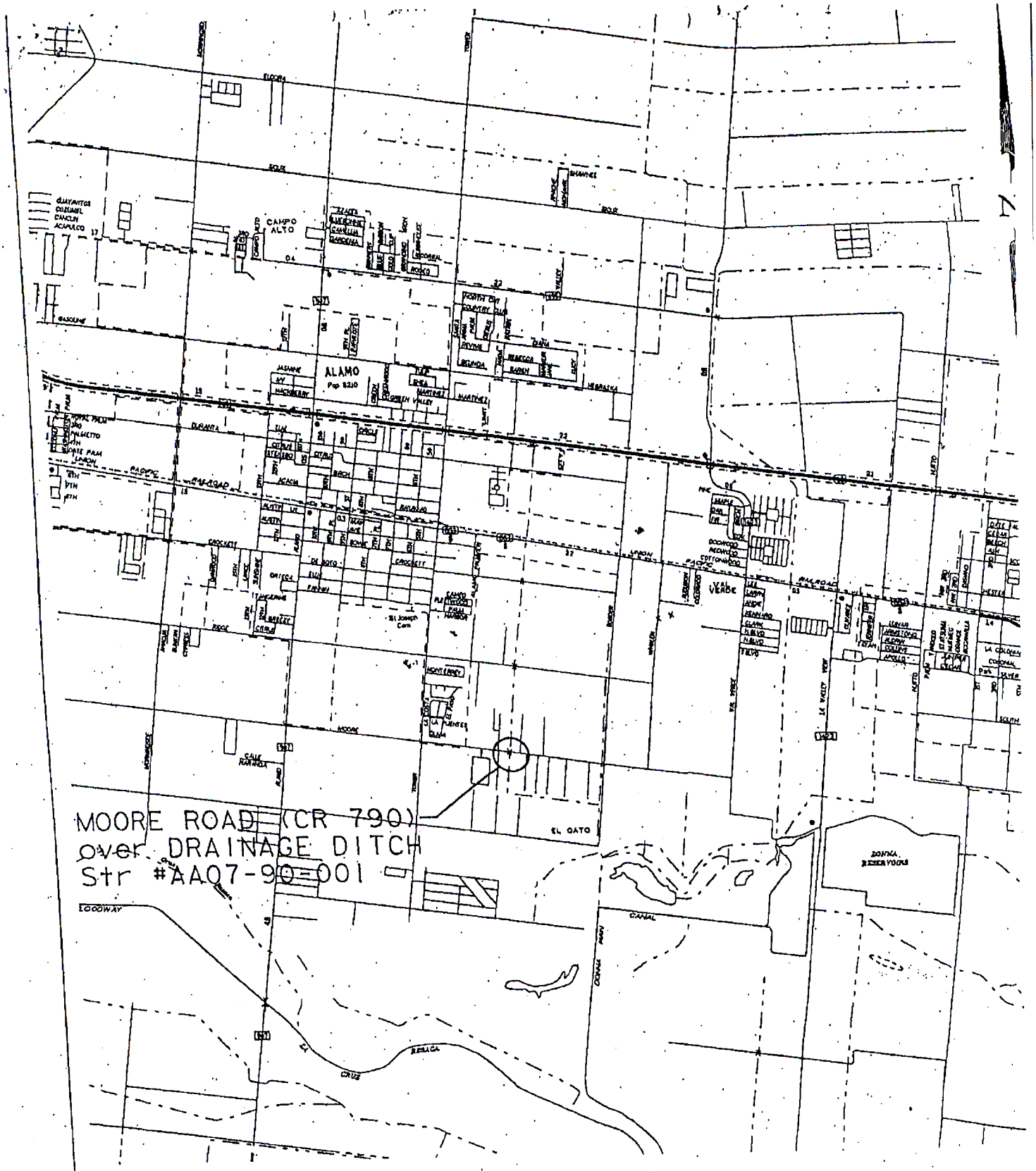
(Seal)

By: _____
Norma Garza, Deputy

DATE 5/9/05
A true copy I certify
JUAN D. SALINAS III
County Clerk, Hidalgo County, Texas
By _____ Deputy

# ATTACHMENT A

RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT




# LOCATION MAP

| DIST. NO. | COUNTY | PROJECT NO. |
|---|---|---|
| 21 | HIDALGO | |

d:/engdata/comaps/hidalgo/moore.dg Aug. 18, 1998 09:23:39

County: Hidalgo
CSJ: 0921-02-137
Project: BR
Road/Street/Highway: CR 790
15 Digit NBI Structure No.: 21 (109) 0 AA07-90-001
Local Designation No.: Moore Road
Feature Crossed: Drainage Ditch

## ATTACHMENT C (See Note **)

LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECT(S) (EMP)

| Location (and structure identification number, if applicable) | On School Bus Route? (Yes/No) | Historic Bridge? (Yes/No) | Description of Structural or Safety Improvement Work | Estimated Cost |
|---|---|---|---|---|
| N/A | N/A | N/A | N/A | N/A |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total | | | | N/A |
| EMP work credited to this PWP (See Note *) | | | | N/A |
| Balance of EMP work credited to associated PWP(s) | | | | N/A |

| Associated PWP(s) Control-Section-Job (CSJ) | Amount to be Credited to Associated PWP (s) |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

Note *: This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

Note**: This attachment not applicable for non-Participation-Waived Projects (PWP)

County: Hidalgo
CSJ: 0921-02-137
Project: BR
Road/Street/Highway: CR 790
15 Digit NBI Structure No.: 21 (109) 0 AA07-90-001
Local Designation No.: Moore Road
Feature Crossed: Drainage Ditch

# ATTACHMENT D

## ESTIMATE OF DIRECT COSTS

| | | Estimated Cost | | Local Government Participation |
|---|---|---|---|---|
| Preliminary Engineering (PE) 15.0% | (1) | $ 61,500.00 | | |
| Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation (2.3%) | | | (3) | $ 1,414.50 |
| Construction | | $ 410,000.00 | | |
| Engineering and Contingency (E&C) 11% | | $ 45,100.00 | | |
| The Sum of Construction and E&C | (2) | $ 455,100.00 | | |
| Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation (2.3%) | | | | $10,467.30 |
| Amount of Advance Funds Paid by Local Government * | | | (5) | ( $ -0- ) |
| Amount of Advance Funds to be Paid by Local Government * | | | (6) | ( $ 11,881.80 ) |
| Balance of Local Government Participation which is to be Waived where the Project is a PWP | | | (3+4-5-6) | $-0- |
| Total Project Direct Cost | (1+2) | $ 516,600.00 | | |

* Credited Against Local Government Participation Amount

| | |
|---|---|
| If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. | N/A |

STATE ORIGINAL

#21

County: Hidalgo
CSJ: 0921-02-136
Project: BR
Road/Street/Highway: CR 684
15 Digit NBI Structure No.: 21 (109) 0 AA06-84-001
Local Designation No.: Mile 4 North Road
Feature Crossed: Drainage Ditch

STATE OF TEXAS §

COUNTY OF TRAVIS §

RECEIVED S.S.
JUL 03 2005
FINANCE DIVISION

**ADVANCE FUNDING AGREEMENT**
**For Bridge Replacement or Rehabilitation**
**Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the **County of Hidalgo**, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns a bridge or bridges located on a public road or street located at **County Road 684 (Mile 4 North Road) over Drainage Ditch** and said bridge(s) is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order number **109667**, dated number **May 27,2004**; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project, hereinafter called the "Project", identified in the location map shown as Attachment B.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

## AGREEMENT

1. **Period of this Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. **Conditions for Termination of this Agreement**

a. The Agreement is terminated in writing with the mutual consent of the parties; or
b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

3. **Amendments**

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

4. **Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. **Scope of Work**

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

6. **Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

7. **Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work.

8. **Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs".
c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. **Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. **Architectural and Engineering Services will be Provided by the State**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. **Construction Responsibilities**

a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. **Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. **Local Project Sources and Uses of Funds**

a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local

Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

g. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
h. The State will not pay interest on any funds provided by the Local Government.
i. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
j. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, this Agreement will clearly state the amount of the fixed price or the incremental payment schedule.
k. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to **2.3%** percent as authorized by Texas Transportation Commission Minute Order Number **109978** dated **Feb 24, 2005**
l. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the 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.

14. **Performance by Local Government of Equivalent-Match Projects (EMPs) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWPs)**

a. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.

b. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.

c. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.

d. Responsibilities of the Local Government on EMP(s).
   (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
   (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
   (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
   (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. **Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: **Mr. Mario Jorge, P.E.**
**Pharr District Engineer**
**P.O. Box 1717**
**Pharr, Texas 78577-1717**

Local Government: **Honorable Ramon Garcia**
**Hidalgo County Judge**
**P.O Box 1356**
**Edinburg Texas, 78540**

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. **Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

17. **Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. **Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

19. **Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. **Sole Agreement**

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

21. **Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

22. **Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. **Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. **Office of Management and Budget (OMB) Audit Requirements**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

25. **Civil Rights Compliance**

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

26. **Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. **Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

28. **Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

29. **Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. **Local Government Restrictions**

In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. **Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE LOCAL GOVERNMENT**

By: _____
Signature

Approved by Commissioners' Court on 4-19-05ah

**Honorable Ramon Garcia**
Printed Name of Signatory

Title: **Hidalgo County Judge**

Date: 4-22-05

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

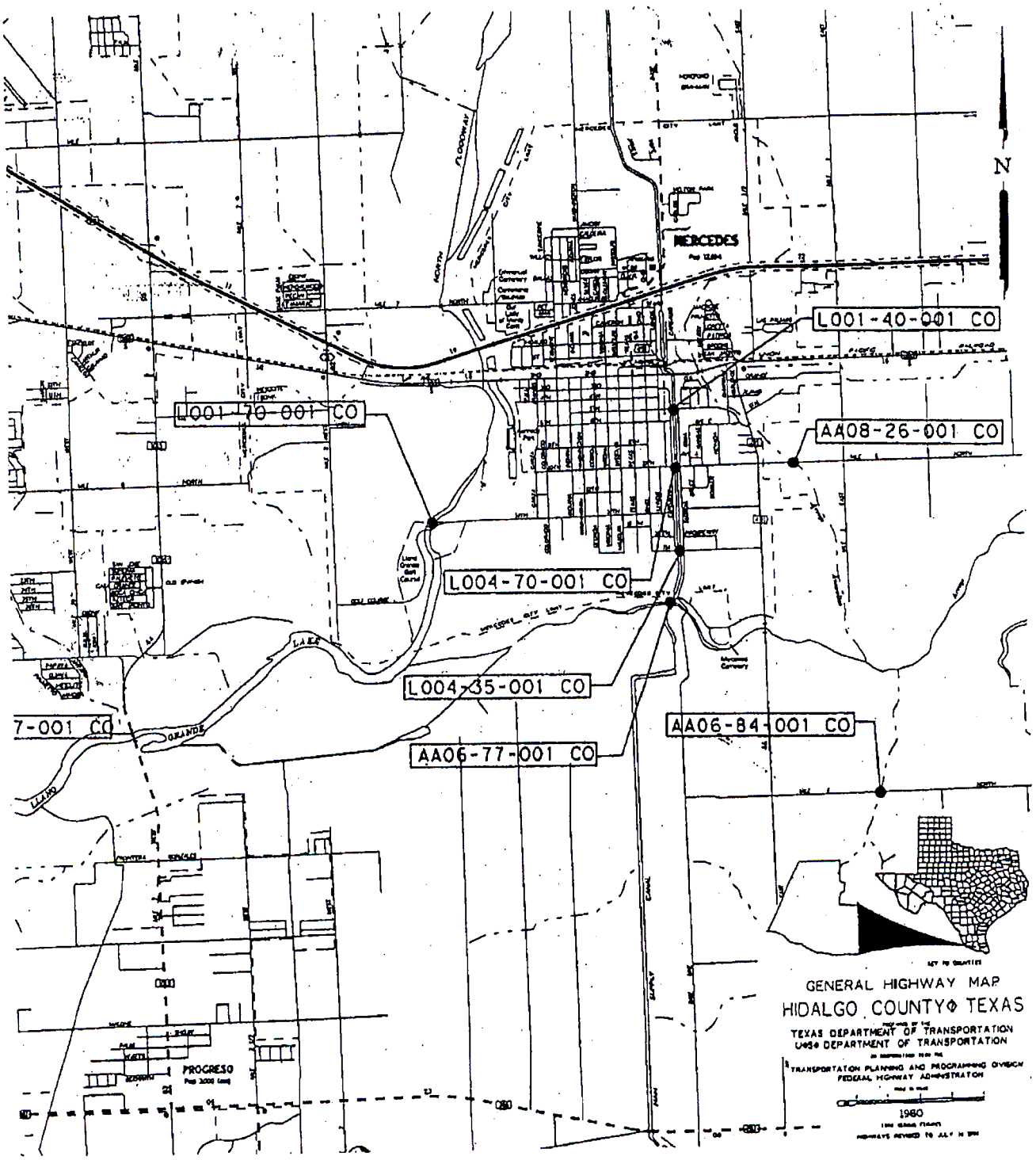
By: _____
William R. Cox, P.E.
Director, Bridge Division

Date: 5-27-05

**APPROVED AS TO FORM**
**Atlas & Hall, L.L.P.**
**By:** _____
**Date:** 4-20-05

# ATTACHMENT B

## PROJECT LOCATION MAP



SPECIAL MEETING – April 19, 2005

BE IT REMEMBERED, that on this 19th day of April, A.D., 2005, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

| | |
|---|---|
| HONORABLE RAMON GARCIA | HIDALGO COUNTY JUDGE |
| HONORABLE SYLVIA HANDY | COMMISSIONER, PRECINCT NO. 1 |
| HONORABLE HECTOR (TITO) PALACIOS | COMMISSIONER, PRECINCT NO. 2 |
| HONORALBE JOSE M. FLORES | COMMISSIONER, PRECINCT NO. 3 |
| HONORABLE OSCAR L. GARZA JR. | COMMISSIONER, PRECINCT NO. 4 |

and J.D. SALINAS, COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following *proceedings were had, to-wit:*

At this time Commissioner Garza returns to the Court.

11. **Buildings & Grounds – Daniel Flores:** (SEE EXHIBIT N)
    - **A. Status of relocation of B&G Dept. to former jail site**
    - **B. Landscape and Maintenance of courthouse grounds project**

    Presentation made by Martha Salazar on items A & B.

    - **C. Status of renovations of administration building**
    - **D. Status of other ongoing county owned building construction, renovation repair projects**
    - **E. Report of unanticipated, or emergency situation occurring since last agenda meeting**

    Presentation made by Daniel Flores on items C thru E.

At this time Commissioner Handy returns to the Court.

12. **Pct. #1 – Comm. Handy:** (SEE EXHIBIT O)
    - **A. Requesting approval of amended Advance Funding Agreement with TXDOT for Off-System Bridge Replacement Project CR 684 (Mile 4 North Rd. @ Drainage Ditch STR #AA06-84-001, CSJ:0921-02-931**

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

At this time Commissioner Garza steps out of the Court.

13. **Pct. #2 – Comm. Palacios:** (SEE EXHIBIT P)
    - **A. Discussion, consideration and action on appointment of board member to the Hidalgo County Civil Service Commission**

    NO ACTION taken on this item.

    - **B. Discussion, consideration and action on appointment of Mr. Denton "Butch" Vulgamore to the Hidalgo County Emergency Services District #4 Board**

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

14. **Pct. #3 – Comm. Flores:** (SEE EXHIBIT Q)
    - **A. Appointment of Mr. Ricardo "Rick" Perez to the Penitas Tax Increment Reinvestment Zone (TIRZ)**

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

At this time Commissioner Garza returns to the Court.

*There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.*

Dated this the 19th day of April, 2005

JUAN D. SALINAS, III, County Clerk
Hidalgo County, Texas

By: _____
Norma Garza, Deputy

I, JUAN D. SALINAS, III, County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on April 19, 2005.

Signed this 22 day of April 2005

ATTEST:
JUAN D. SALINAS, III
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

(Seal)

By: _____
Norma Garza, Deputy

County: Hidalgo
CSJ: 0921-02-136
Project: BR
Road/Street/Highway: CR 684
15 Digit NBI Structure No.: 21 (109) 0 AA06-84-001
Local Designation No.: Mile 4 North Road
Feature Crossed: Drainage Ditch

## ATTACHMENT C (See Note **)

LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECT(S) (EMP)

| Location (and structure identification number, if applicable) | On School Bus Route? (Yes/No) | Historic Bridge? (Yes/No) | Description of Structural or Safety Improvement Work | Estimated Cost |
|---|---|---|---|---|
| N/A | N/A | N/A | N/A | N/A |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total | | | | N/A |
| EMP work credited to this PWP (See Note *) | | | | N/A |
| Balance of EMP work credited to associated PWP(s) | | | | N/A |

| Associated PWP(s) Control-Section-Job (CSJ) | Amount to be Credited to Associated PWP (s) |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

Note *: This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

Note**: This attachment not applicable for non-Participation-Waived Projects (PWP)

County: Hidalgo
CSJ: 0921-02-136
Project: BR
Road/Street/Highway: CR 684
15 Digit NBI Structure No.: 21 (109) 0 AA06-84-001
Local Designation No.: Mile 4 North Road
Feature Crossed: Drainage Ditch

# ATTACHMENT D

## ESTIMATE OF DIRECT COSTS

| | | Estimated Cost | | Local Government Participation |
|---|---|---|---|---|
| Preliminary Engineering (PE) 15.0% | (1) | **$ 63,750.00** | | |
| Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation (2.3%) | | | (3) | **$ 1,466.25** |
| Construction | | **$ 425,000.00** | | |
| Engineering and Contingency (E&C) 11% | | **$ 46,750.00** | | |
| The Sum of Construction and E&C | (2) | **$ 471,750.00** | | |
| Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation (2.3%) | | | | **$10,850.25** |
| Amount of Advance Funds Paid by Local Government * | | | (5) | ( **$ -0-** ) |
| Amount of Advance Funds to be Paid by Local Government * | | | (6) | ( **$ 12,316.50** ) |
| Balance of Local Government Participation which is to be Waived where the Project is a PWP | | | (3+4-5-6) | **$-0-** |
| Total Project Direct Cost | (1+2) | **$ 535,500.00** | | |

* Credited Against Local Government Participation Amount

| | |
|---|---|
| If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. | **N/A** |

**AI-8221** **20.P.**

# Position Change- Permanent Full-time to Part-time
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT
**Submitted For:** County Treasurer
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** County Treasurer

## Information

**CAPTION**

1. Approval to change/correct one (1) Assistant Payroll Clerk position, slot no. 150-001-0010 from permanent full time to permanent part-time status.

2. Approval of revised salary schedule.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-415-16-150-001-0-XXX
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
No budgetary impact. Salarie will remain the same.

## Attachments

Link: Revised Salary Schedule

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/29/2008 04:41 PM | APRV |
| 2 | Damaris San Miguel | Damaris San Miguel | 02/29/2008 05:48 PM | APRV |
| 3 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |

Form Started By: Rosie Cantu — Started On: 02/29/2008 04:07 PM

Final Approval Date: 03/03/2008

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2008 SALARY SCHEDULE

**1100-415-16-150-001-0**
**CO TREASURER**

**AI-8221**

| Slot # | Obj Code | POSITION TITLE | 2007 BUDGETED SALARY | 2008 ADJUSTED SALARY | 2008 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2008 BUDGETED SALARY APPROVED | 2008 ACTUAL SALARY | Other Allowances | | | | | 2008 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 111 | COUNTY TREASURER | $74,012.00 | $0.00 | $74,012.00 | 0.04 | $2,960.00 | $0.00 | $76,972.00 | $76,972.00 | $0.00 | $0.00 | $0.00 | $8,000.00 | $0.00 | $84,972.00 |
| 0002 | 113 | OFFICE MANAGER | $50,000.00 | $0.00 | $50,000.00 | 0.04 | $2,000.00 | $0.00 | $52,000.00 | $52,000.00 | $1,200.00 | $0.00 | $0.00 | $0.00 | $0.00 | $52,480.00 |
| 0003 | 113 | CHF ASST TREAS/PAYROLL | $45,500.00 | $0.00 | $45,500.00 | 0.04 | $1,820.00 | $0.00 | $47,320.00 | $47,320.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48,040.00 |
| 0004 | 113 | P/R ASST SUPER | $38,675.00 | $0.00 | $38,675.00 | 0.04 | $1,547.00 | $0.00 | $40,222.00 | $40,222.00 | $540.00 | $0.00 | $2,500.00 | $0.00 | $0.00 | $43,262.00 |
| 0005 | 113 | PAYROLL DATA SPECIALIST | $36,575.00 | $0.00 | $36,575.00 | 0.04 | $1,463.00 | $0.00 | $38,038.00 | $35,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,500.00 |
| 0006 | 113 | ACCOUNTS PAYABLE/PAYROLL DATA SPECIALIST | $36,575.00 | $0.00 | $36,575.00 | 0.04 | $1,463.00 | $0.00 | $38,038.00 | $35,500.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,800.00 |
| 0007 | 113 | ASST TREA ACCT | $31,820.00 | $0.00 | $31,820.00 | 0.04 | $1,272.80 | $0.00 | $33,093.00 | $33,093.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,813.00 |
| 0008 | 113 | ASST TREA ACCT | $31,645.00 | $0.00 | $31,645.00 | 0.04 | $1,266.00 | $0.00 | $32,911.00 | $31,500.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,860.00 |
| 0009 | 113 | PAYROLL CLERK | $30,544.00 | $0.00 | $30,544.00 | 0.04 | $1,221.76 | $0.00 | $31,766.00 | $31,766.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,766.00 |
| | s/b 114 | | | | | | | | | | | | | | | |
| **0010** | ~~**113**~~ | **ASSISTANT PAYROLL CLERK** | **$23,500.00** | **$0.00** | **$23,500.00** | **0.043** | **$1,000.00** | **$0.00** | **$24,500.00** | **$23,500.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$23,500.00** |
| 0011 | 113 | PAYROLL CLERK | $28,600.00 | $0.00 | $28,600.00 | 0.04 | $1,144.00 | $0.00 | $29,744.00 | $29,744.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,744.00 |
| 0012 | 113 | ASST TREAS/CSH | $30,182.00 | $0.00 | $30,182.00 | 0.04 | $1,207.28 | $0.00 | $31,389.00 | $31,389.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,049.00 |
| 0013 | 113 | ASST TREAS/CSH | $32,000.00 | $0.00 | $32,000.00 | 0.04 | $1,280.00 | $0.00 | $33,280.00 | $33,280.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,580.00 |
| | | **TOTAL** | $489,628.00 | $0.00 | $489,628.00 | | $19,644.84 | $0.00 | $509,273.00 | $501,786.00 | $4,800.00 | $0.00 | $2,500.00 | $8,000.00 | $0.00 | $516,366.00 |

**AI-8174** **21.D.**

**Cause No.: C-094-05-F**

**CC REGULAR**

**Date:** 03/06/2008
**Submitted By:** Norma Silva, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Closed Session

## Information

**CAPTION**

Cause No.: C-094-05-F; Hidalgo County vs. Texas Association of Counties Property and Casualty Self Insurance Fund

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/28/2008 01:16 PM | APRV |
| 2 | Auditor's Office | Linda Fong | 02/29/2008 09:46 AM | APRV |
| 3 | Purchasing Department | Marty Salazar | 02/29/2008 11:48 AM | APRV |
| 4 | Court Administrator | Monica Badillo | 02/29/2008 01:34 PM | APRV |
| Form Started By: Norma Silva | | | Started On: 02/28/2008 10:57 AM | |
| Final Approval Date: 02/29/2008 | | | | |

**AI-8176** **21.E.**

**Cause No.: C-640-03-A**

**CC REGULAR**

**Date:** 03/06/2008
**Submitted By:** Norma Silva, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Closed Session

## Information

**CAPTION**

Cause No.: C-640-03-A; Hidalgo County vs. Texaco, Inc.; Kerr-McGee Oil and Gas Onshore, L.L.C.; Total Final Elf; E & P USA, Inc.; El Paso Production Oil and Gas Company; and SWEPI, L.P.

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | | 02/29/2008 01:34 PM | PEND |
| 2 | Auditor's Office | Linda Fong | 02/29/2008 09:44 AM | APRV |
| 3 | Purchasing Department | Marty Salazar | 02/29/2008 11:48 AM | APRV |
| 4 | Court Administrator | Monica Badillo | 02/29/2008 01:34 PM | APRV |

Form Started By: Norma Silva — Started On: 02/28/2008 11:03 AM

Final Approval Date: 02/29/2008

**AI-8210** **21.F.**

# Claim of Farmers Insurance Company
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Norma Silva, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Closed Session

## Information

**CAPTION**

Claim of Farmers Insurance Company

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/29/2008 01:39 PM | APRV |
| 2 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Norma Silva | | | Started On: 02/29/2008 11:20 AM | |
| Final Approval Date: 03/03/2008 | | | | |

**AI-8229** **21.G.**

**Closed Session**

**CC REGULAR**

**Date:** 03/06/2008
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Closed Session

## Information

**CAPTION**

Duties, evaluation of the Urban County Director.

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| | |
|---|---|
| Form Started By: Monica Badillo | Started On: 03/03/2008 07:39 AM |
| Final Approval Date: 03/03/2008 | |

**AI-8231** **21.H.**

**Closed Session**

**CC REGULAR**

**Date:** 03/06/2008
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Closed Session

## Information

**CAPTION**

Duties, evaluation of the Urban County Deputy Director.

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| | |
|---|---|
| Form Started By: Monica Badillo | Started On: 03/03/2008 07:44 AM |
| Final Approval Date: 03/03/2008 | |

**AI-8175** **22.D.**

**Cause No.: C-097-05-F**

**CC REGULAR**

**Date:** 03/06/2008
**Submitted By:** Norma Silva, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Open Session

## Information

**CAPTION**

Cause No.: C-094-05-F; Hidalgo County vs Texas Association of Counties Property and Casualty Self Insurance Fund.

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/28/2008 01:17 PM | APRV |
| 2 | Auditor's Office | Linda Fong | 02/29/2008 09:43 AM | APRV |
| 3 | Purchasing Department | Marty Salazar | 02/29/2008 11:48 AM | APRV |
| 4 | Court Administrator | Monica Badillo | 02/29/2008 01:34 PM | APRV |
| Form Started By: Norma Silva | | | Started On: 02/28/2008 11:00 AM | |
| Final Approval Date: 02/29/2008 | | | | |

**AI-8177** **22.E.**

**Cause No.: C-640-03-A**

**CC REGULAR**

**Date:** 03/06/2008
**Submitted By:** Norma Silva, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Open Session

## Information

**CAPTION**

Cause No.: C-640-03-A; Hidalgo County vs. Texaco, Inc.; Kerr-McGee Oil and Gas Onshore, L.L.C.; Total Final Elf; E & P USA, Inc.; El Paso Production Oil & Gas Company; and SWEPI, L.P.

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/28/2008 01:20 PM | APRV |
| 2 | Auditor's Office | Linda Fong | 02/29/2008 09:45 AM | APRV |
| 3 | Purchasing Department | Marty Salazar | 02/29/2008 11:48 AM | APRV |
| 4 | Court Administrator | Monica Badillo | 02/29/2008 01:34 PM | APRV |

Form Started By: Norma Silva Started On: 02/28/2008 11:11 AM

Final Approval Date: 02/29/2008

**AI-8211** **22.F.**

# Claim of Farmers Insurance Company
# CC REGULAR

**Date:** 03/06/2008
**Submitted By:** Norma Silva, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Open Session

## Information

**CAPTION**

Claim of Farmers Insurance Company

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 02/29/2008 01:39 PM | APRV |
| 2 | Auditor's Office | | 03/03/2008 08:56 AM | NEW |
| Form Started By: Norma Silva | | | Started On: 02/29/2008 11:22 AM | |
| Final Approval Date: 03/03/2008 | | | | |

**AI-8230** **22.G.**

**Open Session**

**CC REGULAR**

**Date:** 03/06/2008
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Open Session

## Information

**CAPTION**

Duties, evaluation of the Urban County Director.

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| | |
|---|---|
| Form Started By: Monica Badillo | Started On: 03/03/2008 07:41 AM |
| Final Approval Date: 03/03/2008 | |

**AI-8232** **22.H.**

**Open Session**

**CC REGULAR**

**Date:** 03/06/2008
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Open Session

## Information

**CAPTION**

Duties, evaluation of the Urban County Deputy Director.

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| | |
|---|---|
| Form Started By: Monica Badillo | Started On: 03/03/2008 07:48 AM |
| Final Approval Date: 03/03/2008 | |